

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 – April 29, 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 Barry.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board take the following action concerning the adoption/ratification of the following six Proclamations:

A. Adopt the Proclamation commending and congratulating Robin F. Lambert on her selection as the "Employee of the Month" for May 2014;

B. Adopt the Proclamation proclaiming May 2014 as "Motorcycle Safety Awareness Month" in Escambia County and encouraging all motorists to share the road and look out for motorcyclists;

C. Adopt the Proclamation proclaiming the week of April 27 through May 3, 2014, as "Family Values Week" in Escambia County and honoring and commending the Scottish Rite Masons, Valley of Pensacola, for their leadership, dedication, and service to the community;

D. Adopt the Proclamation congratulating Patrick G. Emmanuel on his retirement after 67 years of service to the Pensacola Community;

E. Ratify the Proclamation dated April 11, 2014, congratulating the Alabama Credit Union on their Grand Opening and ribbon-cutting on April 16, 2014, and wishing them much success as they serve the citizens of Perdido Key, Florida; and

F. Ratify the Proclamation dated April 14, 2014, proclaiming the week of April 12-18, 2014, as "Champions Week" in Escambia County; commending and congratulating the owners, coaches, players, and staff of the Pensacola Ice Flyers on their remarkable, record-breaking season; and asking the citizens of Escambia County to join in salute and appreciation of the efforts of the Pensacola Ice Flyers organization for achieving their second, consecutive Southern Professional Hockey League Championship.

7. Written Communication:

- A. February 28, 2014, communication from Allen Resmondo requesting the Board forgive a Code Enforcement Lien attached to property located at 4404 Ellysee Way.

Recommendation: That the Board review and consider lien relief request made by Allen Resmondo against property located at 4404 Ellysee Way.

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. April 10, 2014 - Email communication from Edward Meadows, President, Pensacola State College, requesting that the Board of County Commissioners provide State match planning funds for the purpose of a STEM (Science, Technology, Engineering and Math) Facility on the Pensacola State College, Pensacola Campus.

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. 5:31 p.m. Public Hearing for consideration of adopting a new Natural Gas Franchise Ordinance for the Town of Century, Florida.

Recommendation: That the Board adopt a new Natural Gas Franchise Ordinance for the Town of Century, Florida.

10. 5:32 p.m. Public Hearing for consideration of the Fiscal Year 2013/2014 Grant Application for FTA 5307 funding for planning and capital assistance for mass transit projects for ECAT.

Recommendation: That the Board take the following action concerning the Fiscal Year 2013/2014 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding:

A. Conduct the Public Hearing for the purpose of receiving comments from the general public on the Grant Application for \$3,066,380 in Federal assistance on mass transit projects;

B. Approve, or amend and approve, the Grant Application after receiving comments at the Public Hearing;

C. Adopt the Resolution authorizing the Chairman or County Administrator to execute all appropriate documents for the processing and receipt of Federal funds from the FTA; and

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

[The Fiscal Year 2013/2014 Capital Grant Application has been included in the approved Fiscal Year 2014 County Budget]

11. 5:33 p.m. Public Hearing to allow for public comment on the proposed Schedule of Rates and Fees to be imposed by Escambia County, Florida, as Receiver for Innerarity Island Water and Wastewater Utility System.

Recommendation: That the Board hold the Public Hearing to allow public comment on the proposed Schedule of Rates and Fees for the operation of the Innerarity water and wastewater utility system to which Escambia County has been appointed Receiver.

12. Reports:

CLERK & COMPTROLLER'S REPORT

Backup Not Included With The Clerk's Report Is Available For Review In
The Office Of The Clerk To The Board
Ernie Lee Magaha Government Building, Suite 130

I. Consent Agenda

1. Recommendation Concerning Acceptance of February 2014 TDT Collections Data

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the February 2014 returns received in the month of March 2014, as prepared by the Finance Department of the Clerk of Court and Comptroller's Office: this is the sixth month of collections for the Fiscal Year 2013-2014; total collections for the February 2014 returns was \$381,358.82; this is a .78% increase over the February 2013 returns; total collections year to date are 1.91% more than the comparable time frame in Fiscal Year 2012-2013.

2. Recommendation Concerning Acceptance of March 2014 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended March 31, 2014, as required by Ordinance Number 95-13; on March 31, 2014, the portfolio market value was \$236,345,226 and portfolio earnings totaled \$80,437 for the month and \$1,298,137 year-to-date; the short term portfolio yield was 0.17%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.10%; the long-term CORE portfolio achieved a total return of -0.26%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of -0.32%.

3. Recommendation Concerning Write-Off of Returned Checks

That the Board adopt the Resolution authorizing the write-off of \$781.36 in returned checks in various funds of the County that have been determined to be uncollectible bad debts.

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

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

A. Closing documents related to the sale of property, located at 8020 Mobile Highway, to Larry Watson, Jr., and Kathryn R. Watson, as approved by the Board on September 2, 2010, and received in the Clerk to the Board's Office on April 1, 2014; and

B. A copy of the April 15, 2014, letter from Jack Gaskins Jr., Special District Information Program, Florida Department of Economic Opportunity, to Virginia Saunders Delegal, General Counsel, Florida Association of Counties, advising that Ms. Sarah M. Bleakley recently registered the Gulf Consortium Special District with the Special District Information Program, and that the Special District must comply with the requirements of Chapter 189, Florida Statutes, and Rule Chapter 73C-24, Florida Administrative Code, as received in the Clerk to the Board's Office on April 22, 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. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held April 3, 2014;

B. Approve the Minutes of the Regular Board Meeting held April 3, 2014;

C. Approve the Minutes of the Attorney-Client Session held April 10, 2014; and

D. Approve the Minutes of the Special Board Meeting held April 10, 2014.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on March 4, 2014 and April 1, 2014

That the Board take the following action concerning the rezoning cases heard by the Planning Board on March 4, 2014 and April 1, 2014:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2014-05, Z-2014-06 and Z-2014-07 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-2014-05
Address: 6841 Kemp Road
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
Planning Board Recommendation: Approval
Speakers: T. Heath Jenkins, Allauddin Hill Al-Ansar

2. Case No.: Z-2014-06
Address: 6521 Rambler Terrace
Property Reference No.: 39-1S-30-1114-000-000
Property Size: 1.03 (+/-) acres
From: R-5, Urban Residential/Limited Office District, (cumulative) High Density, (20 du/acre)
To: ID-1, Light Industrial District (cumulative) (No Residential Uses Allowed)
FLU Category: MU-U, Mixed-Use Urban

Commissioner 1
District:
Requested by: Wiley C. "Buddy" Page, Agent for Bear Marcus
Pointe, LLC, Owner
Planning Board Approval
Recommendation:
Speakers: Buddy Page, David Bear, Williams Thompson,
Douglas Thompson, Robert Bauspies, Almeda
Thompson, Steven Thompson, Kenneth Nash, Doug
Thompson, Martha Nash, John Chivington

3. Case No.: Z-2014-07

Address: 1100 N. Blue Angel Parkway
Property Reference: 19-2S-31-3202-001-001
Property Size: 8.20 (+/-) acres
From: R-3 One-Family and Two-Family District,
(cumulative) Medium Density(10 du/acre); SDD,
Special Development District, (noncumulative) Low
Density (3 du/acre)
To: C-2NA General Commercial and Light Manufacturing
District, (cumulative) Bars, Nightclubs, and Adult
Entertainment are Prohibited Uses (25 du/acre)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner 1
District:
Requested by: Wiley C. "Buddy" Page, Agent for Richard and Vickie
Beck, Owners
Planning Board Approval
Recommendation:
Speakers: Buddy Page, Freddie Briggs

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 March 4, 2014 and April 1, 2014 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map for LSA-2014-02

That the Board of County Commissioners (BCC) approve for transmittal to the Department of Economic Opportunity, the Large Scale Amendment (LSA) 2014-02.

At the April 1, 2014, Planning Board Meeting, the Board recommended approval to the BCC.

4. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Adopting the 2013-2017 Annual Update to the Five-Year Schedule of Capital Improvements

That the Board review and adopt an Ordinance adopting the 2013-2017 Update to the Five-Year Schedule of Capital Improvements.

At the April 1, 2014, Planning Board Meeting, the Board recommended approval to the BCC.

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

That the Board of County Commissioners (BCC) review and adopt an Ordinance repealing and replacing the Escambia County Comprehensive Plan 2030 (Ord. 2010-16).

This hearing serving as the second of two required Public Hearings.

At the January 7, 2014, Planning Board Meeting, the Board recommended approving transmittal to the Department of Economic Opportunity (DEO). On January 16, 2014 the Board of County Commissioners approved the Ordinance for transmittal to DEO. On February 21, 2014, the County received notice from DEO that they had no comments related to important state resources and facilities within their department's scope of review that would be adversely impacted by the amendment if adopted.

6. 5:49 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map for SSA-2014-01

That the Board of County Commissioners (BCC) review and adopt Small Scale Amendment SSA-2014-01; amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended; amending the 2030 Future Land Use Map designation.

At the March 4, 2014, Planning Board Meeting, the Board recommended approval to the BCC.

II. Action Item

1. Recommendation Concerning an At-Large Reappointment/Appointment to the Board of Adjustment

That the Board take the following action concerning a two-year, at-large reappointment/appointment to the Escambia County Board of Adjustment:

A. Reappoint retroactively Bill Stromquist effective April 6, 2014, through April 5, 2016;

OR

B. Appoint Rodger Lowery effective April 29, 2014, through April 28, 2016.

2. Recommendation Concerning Street Name Approval for the Renaming of Existing Streets at "Mariner Village" a Private Subdivision

That the Board approve changing the following street names from American Court to Skystone Court, from Belleau Wood Court to Voda Court, from Consellation Court to Marella Court, from Lake Champlain Court to Assana Court, from Intrepid Court to Laiken Court, from Boxer Court to Serenata Court, from Guadalcanal Court to Blue Echo Court, from Inchon Court to Boreal Court, from Valley Forge Court to Cyrilla Court, from Iwo Jima Court to Moonflower Court, from Oriskany Court to Valtameri Court, from Kersarge Court to Callan Court, from Saipan Court to Arva Court, and Hornet Court to Verde Court. Streets currently exist and are private in Mariner Village, a private subdivision situated in the vicinity and near the intersection of Dog Track Road and South Blue Angel Parkway and lying in Commission District 1.

[Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201, Object Code 55201]

3. Recommendation Concerning Street Name Approval for the Naming of Two New Streets in the Phase 1 Expansion of the Navy Federal Credit Union Campus

That the Board approve the following street names Navy Federal Way and Navy Federal Place situated in the Beulah Community at the Navy Federal Credit Union Campus on West Nine Mile Road and lying in Commission District 1.

[Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201, Object Code 55201]

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

June 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 May 6, 2014.

Case No.: Z-2014-08
Address: 2161 Hwy 97 South
Property Reference No.: 30-1N-31-1300-000-000
Property Size: 17.84 (+/-) acres
From: V-1, Villages Single-Family Residential, Gross Density (one du/acre)
To: V-3, Villages Single-Family Residential, Gross Density (five du/acre)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner District: 5
Requested by: Wiley C. "Buddy" Page, Agent for Gene Foster, Trustee

B. 5:46 p.m. - A Public Hearing - LDC Ordinance - Article 13 - Swimming Pools - Santa Rosa Island Authority

C. 5:47 p.m. - A Public Hearing - LDC Ordinance - Article 6 - Minimum Lot Size and Distance Standards for Stables

D. 5:48 p.m. - A Public Hearing - Amendments to Development Agreement for UWF Campus Master Plan

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, March 18, 2014 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the March 18, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Administrative Assistant.

2. Recommendation Concerning a Resolution Authorizing the Barrier-Free Fishing Event for Kids - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Barrier-Free Fishing Event for Kids:

A. Adopt the Resolution authorizing the Barrier-Free Fishing Event for Kids in partnership between the Community & Environment, Parks and Recreation, and Public Safety Departments, to be held at the Pensacola Bay Fishing Bridge, from 8:00 a.m. until 12:00 p.m., on Saturday, May 3, 2014; and

B. Authorize the Chairman to sign the Resolution.

3. Recommendation Concerning a Memorandum of Understanding for Radio Interoperability - Michael D. Weaver, Public Safety Department Director

That the Board approve, and authorize the Chairman to sign, the Memorandum of Understanding Radio Interoperability between Escambia County Public Safety Emergency Communications Center (ECC), Escambia County Sheriff's Office (ECSO), Baldwin County 9-1-1 (BC911), Baldwin County Sheriff's Office (BCSO), MEDSTAR EMS, Orange Beach Fire Department (OBFD), and Orange Beach Police Department (OBPD), to define policy and procedures for requesting mutual aid response and frequency usage between the aforementioned parties while using disparate radio systems.

4. Recommendation Concerning the Office of Public Information and Communications Communications Policy - Kathleen Dough-Castro, Public Information Manager

That the Board adopt the revised Office of Public Information and Communications Communications Policy, Section I, Part A.14, of the Board of County Commissioners' Policy Manual.

5. Recommendation Concerning the Disposition of Property for the Board of County Commissioners/County Administrator's Office - Larry M. Newsom, Interim County Administrator

That the Board approve the Request for Disposition of Property Form for the Board of County Commissioners/County Administrator's Office, indicating one item to be properly disposed of, as described and listed on the Request Form, with the reason for disposition stated.

6. Recommendation Concerning Scheduling a Public Hearing for the Local Option Sales Tax Ordinance - Larry M. Newsom, Interim County Administrator

That the Board authorize scheduling a Public Hearing at 5:31 p.m., on May 15, 2014, to consider an Ordinance authorizing a County-wide referendum to be held on August 26, 2014, for the voters to consider an 11-year extension to the Local Option Sales Tax for infrastructure.

7. Recommendation Concerning the Initiation of an Annual Escambia County Area Transit Summer Youth Pass Program - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve implementation of an Annual Escambia County Area Transit (ECAT) Summer Youth Pass Program for passengers 17 years of age and under. The Summer Youth Pass, which will be sold for \$25, will allow young people to ride the bus at any time between Memorial Day (May 26, 2014) and Labor Day (September 1, 2014). This campaign will ultimately increase ECAT's ridership as the young people of our community discover the benefits of using our transit system.

8. Recommendation Concerning the Conveyance of Two Parcels of Real Property to the Town of Century - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of two parcels of County-owned property (totaling approximately 0.40 acres) located in the 100 Block of Zion Street, to the Town of Century, for a road and drainage Project:

A. Approve the conveyance of two parcels of County-owned property (totaling approximately 0.40 acres), located in the 100 block of Zion Street, to the Town of Century, for a road and drainage Project;

B. Adopt a Resolution authorizing the conveyance of two parcels of County-owned property (totaling approximately 0.40 acres), located in the 100 Block of Zion Street, to the Town of Century; and

C. Authorize the County Attorney to prepare, and the Chairman or Vice Chairman to execute, any documents necessary to complete the conveyance without further action of the Board.

[Funding: All costs associated with the accepting and recording of documents will be borne by the Town of Century]

9. Recommendation Concerning Amendment #2 to the Agreement for Mass Transit Services - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning Amendment #2 to the Agreement for Mass Transit Services:

A. Approve and authorize the Chairman to sign Amendment #2 to the Agreement between Escambia County, Florida, and First Transit, Inc., for Escambia County Area Transit Management Services (PD 10-11.060), to amend Paragraph 4.6 of the Agreement, regarding transit advertising services;

B. Approve the Escambia County Area Transit Advertising Agreement (Fee Schedule), to be used as a contract document for transit advertising;

C. Approve, subject to Legal review and sign-off, the Escambia County Area Transit "ECAT BUS" Advertising Agreement Terms and Conditions, to be used as a contract document for transit advertising; and

D. Authorize ECAT General Manager to sign the Advertising Agreements without further action of the Board.

[THE "ECAT BUS" ADVERTISING AGREEMENT TERMS AND CONDITIONS TO BE DISTRIBUTED UNDER SEPARATE COVER]

10. Recommendation Concerning the Request for Disposition of Property for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

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

11. Recommendation Concerning the Requests for Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the Request for Disposition of Property Form for the Public Works Department indicating approximately 601 acres of timber to be properly disposed of, which is described and listed on the Request Form, with reason for disposition stated.

12. Recommendation Concerning the Applications for Transportation Alternatives Program Funding for Multiple Projects throughout the County - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding proposed Applications for submittal for bicycle and pedestrian Projects:

A. Approve submittal of Applications for Transportation Alternatives Program (TAP) funds to design and construct the bicycle and pedestrian Projects on the following roadways:

1. Sidewalks along Massachusetts Avenue from Hollywood Boulevard to Mobile Highway (SR-10A);
2. Sidewalks along Chemstrand Road (CR-749) from Nine Mile Road (SR-10) to Ten Mile Road;
3. Sidewalks along "W" Street (CR-453) from Fairfield Drive (SR-295) to Navy Boulevard (SR-30);
4. Sidewalks along Olive Road (CR-290) from Ninth Avenue (SR-289) to Davis Highway (SR-291);
5. Paved shoulders along Bauer Road (CR-293) from Sorrento Road (SR-292) to Gulf Beach Highway (CR-292A); and
6. Paved shoulders along Dog Track Road (CR-297) from Blue Angel Parkway (SR-173) to Lillian Highway (SR-30);

B. Adopt a Resolution in support of Applications for Transportation Alternatives Program Projects; and

C. Authorize the Chairman to sign the Transportation Alternatives Program Projects Applications and all other documents associated with these applications.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Keith Wilkins, Community & Environment Department Director

That the Board ratify the following April 29, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning six Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following six Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Ellen J. Givens, the owner of residential property located at 539 South 2nd Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$2,500, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for reroofing;
2. The Agreements between Escambia County CRA and James C. and Jannie N. Hixon, the owners of residential property located at 828 Montclair Road, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$4,600, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, for roof and window replacement;
3. The Agreements between Escambia County CRA and Linda Hixon, the owner of residential property located at 1307 West Avery Street, Pensacola, Florida, in the Brownsville Redevelopment Area, each in the amount of \$3,545, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, for roof replacement and sewer connection;
4. The Agreements between Escambia County CRA and Barbara L. Larkin, the owner of residential property located at 2324 Grundy Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$2,367, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for septic replacement;
5. The Agreements between Escambia County CRA and Michael K. and Deborah A. Louie, the owners of residential property located at 113 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$975, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code

58301, for sanitary sewer connection; and

6. The Agreements between Escambia County CRA and ImSuk Thomas, the owner of residential property located at 106 Jamison Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$620, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

2. Recommendation Concerning Cancellation of Eight Residential Rehab Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following April 29, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program:

A. Approving the following eight Lien cancellations, as the recipients have met their Grant requirements:

Property Owner	Address	Amount
Edrina L. Brown	132 Marine Drive	\$1,238
Trevor J. Hall	420 South 1st Street	\$6,000
Richard C. and Anita G. Hyder	123 Southeast Gilliland Road	\$ 650
Karen S. Kriegel	2 Victoria Place	\$2,400
Clara A. Speigle	102 Milton Road	\$ 857
Randall S. and Clara A. Speigle	100 Milton Road	\$ 845
Randal S. Speigle	106 Milton Road	\$ 870
Robert M. Tarter	203 Marine Drive	\$1,050

B. Authorizing the Chairman to execute the Cancellation of Lien documents.

3. Recommendation Concerning Cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien for 3700 North Palafox Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following April 29, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien for 3700 North Palafox Street:

A. Approving cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien for Underwood Group I, LLC, located at 3700 North Palafox Street, in the amount of \$10,000; and

B. Authorizing the Chairman to execute the Cancellation of Lien document.

4. Recommendation Concerning the 2014 Neighborhood Renewal Initiative Mini-Grant Agreement with Warrington Neighborhood Watch Corporation - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding the Community Development Block Grant (CDBG) funded Neighborhood Renewal Initiative Mini-Grant Agreement with Warrington Neighborhood Watch Corporation:

A. Award a Neighborhood Renewal Initiative Mini-Grant Agreement, known as the New Chairs for Marie Ella Davis Community Center Project, in the maximum amount of \$500, for specific benefit of the Warrington Neighborhood Watch Corporation. The funds will assist the Association with costs of purchasing new chairs for the Marie Ella Davis Community Center, located at 16 Raymond Street, in the Warrington Redevelopment Area; and

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

[Funding: Fund 129, 2011 CDBG, Cost Center 220439]

5. Recommendation Concerning Pitney Bowes Digital Mailing System Lease Agreement, State of Florida Contract #600-760-11-1 - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the Chairman to sign the Lease Agreement, State of Florida Contract #600-760-11-1, for the Pitney Bowes digital mailing system for the Emergency Medical Services (EMS) Billing Office.

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330603, EMS Billing]

6. Recommendation Concerning the Purchase of One Ambulance for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the purchase of one ambulance for the Public Safety Department:

A. Authorize the County to piggyback off of the Houston-Galveston Area Council of Governments (H-GAC), Contract #AM10-12, effective October 1, 2012, through September 30, 2014, for the purchase of one ambulance, 2015 International Navistar Medium, 102", Model 623 (NA02); and

B. Award a Purchase Order, in the amount of \$222,396, to Halcore Group, Inc. (d/b/a Horton Emergency Vehicles Company), a vendor awarded this Contract, for this purpose.

[Funding Source: Fund 352, LOST III Fund, Cost Center 330435, Project 08PS0028]

7. Recommendation Concerning Purchase of Ambulance Chassis with Remount of Existing Ambulance Modules - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the purchase of two ambulance chassis with remount of ambulance unit module boxes:

A. Authorize use of the State of Ohio Term Contract STS233, effective January 1, 2014, through December 31, 2018, Ambulance and Related Equipment, for the purchase of two 2015 Navistar 102 inch chassis (Model CCO 102"), with remount of Unit 23 (PN 55560) and Unit 24 (PN 55561) module boxes on the new chassis; and

B. Authorize issuance of a Purchase Order, in the amount of \$334,644, to Halcore Group, Inc. (d/b/a Horton Emergency Vehicles Company), an awarded vendor on Contract STS233, for this purpose.

[Funding Source: Fund 352, Local Option Sales Tax III Fund, Cost Center 330435, Project 08PS0028]

8. Recommendation Concerning the Memorandum of Understanding for Expenditure of Recipient Funding from the Interoperable Emergency Communications Grant Program Funds - Michael D. Weaver Public Safety Department Director

That the Board take the following action concerning the Memorandum of Understanding (MOU) for Expenditure of Recipient Funding from the Interoperable Emergency Communications Grant Program (IECGP) Funds between the Florida Division of Emergency Management (FDEM) and Escambia County that supports the actions of FDEM to utilize identified Grant funding for the purchase of communications equipment on Escambia County's behalf and provides that equipment, with authorization of access and use, as an additional redundant communications tool for disaster and emergency response as outlined within the MOU:

A. Approve the MOU for Expenditure of Recipient Funding from the IECGP Funds;

B. Authorize the Chairman or Vice Chairman to sign the MOU; and

C. Authorize the County Administrator to execute any related MOU implementation documents.

9. Recommendation Concerning Renewal of Lease Agreement between Escambia County and the Office of Criminal Conflict and Civil Regional Counsel, First DCA Region - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action regarding a Renewal of Lease Agreement between Escambia County and the Office of Criminal Conflict and Civil Regional Counsel, First DCA Region:

A. Approve a Renewal of Lease Agreement between Escambia County and the Office of Criminal Conflict and Civil Regional Counsel, First DCA Region, for space located on the Second Floor of the Old Escambia County Courthouse, located at 223 Palafox Place, Pensacola, Florida, for an additional two successive twelve-month term, commencing on July 1, 2014; and

B. Authorize the Chairman to sign the Renewal of Lease Agreement.

[Funding: Rent from this Lease will be deposited into the General Fund, Fund 001. Lessee shall pay to the County rent, in the amount of \$2,040, per month for the renewal term]

10. Recommendation Concerning the Lease of the County-Owned Building at 6450 Highway 95-A North by Community Action Program Committee, Inc. - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the lease of the County-owned building at 6450 Highway 95-A North:

A. Adopt the Resolution authorizing the lease of real property to Community Action Program Committee, Inc., for the property located at 6450 Highway 95-A North, Molino, Florida, for the term of three years, commencing on May 1, 2014, with two additional two-year terms. Rent is to be paid to the County in the amount of \$1.00 per year;

B. Authorize the Chairman to sign the Resolution and the Lease Agreement between Escambia County and Community Action Program Committee, Inc.; and

C. Approve waiving the requirement for the Community Action Program Committee, Inc., to provide payment and performance bonds otherwise required by Section 255.05, Florida Statutes.

11. Recommendation Concerning the Transition of NEFI Programs and Related Staff to Escambia County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning Budget Amendments #136 and #137:

A. Approve Budget Amendments #136, Community Development Block Grant (CDBG) Fund (129) in the amount of \$133,942, and Budget Amendment #137, HUD/Home Fund (147) in the amount of \$13,643, to move money from the Operating Budgets of the CDBG and HUD/Home Programs to personnel to pay for the personnel costs of the Neighborhood Enterprise Foundation, Inc., (NEFI) employees, who will be transitioning to County employment. These Budget Amendments also realign the Operating Budgets of these two Programs and increase the indirect cost available as revenue to the County's General Fund; and

B. Authorize the creation of four new personnel positions to accommodate the transition of the remaining NEFI employees to the County.

12. Recommendation Concerning Supplemental Budget Amendment #141 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #141, Debt Service Fund (203) in the amount of \$1,011,794, to recognize receipts from the Institute of Human and Machine Cognition (IHMC), and to appropriate these funds to make the annual debt service payments on the 2013 Capital Improvement Revenue Note.

13. Recommendation Concerning Supplemental Budget Amendment #156 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #156, Library Fund (113) in the amount of \$695,792, to recognize residual funds from the City of Pensacola for the Library System and also donations from Friends of the Library, and to appropriate these funds into the current year's Budget for library operations and renovations to the main library for a cafe.

14. Recommendation Concerning Supplemental Budget Amendment #163 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #163, Other Grants and Projects Fund (110) in the amount of \$36,973, and General Fund (001) in the amount of \$2,576, to recognize currently unbudgeted Emergency Solutions Grant funds as awarded by the U.S. Department of Housing and Urban Development (HUD) and appropriate these funds for the Emergency Solutions Grant for homelessness prevention, rapid re-housing services, indirect cost, and administrative cost.

15. Recommendation Concerning the Surplus and Sale of Real Property Located at 106 Brandon Avenue that Has Escheated to the County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real property located at 106 Brandon Avenue that has escheated to the County:

A. Authorize the County Attorney to take such necessary actions to evict the occupants of this County-owned property, if they are still occupying the premises;

B. Declare surplus the Board's real property, Account Number 08-1223-000, Reference Number 50-2S-30-5060-020-006;

C. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

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

16. Recommendation Concerning Foreclosure on Property Located at 305 Godwin Street - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize foreclosure, based on the 2007 Code Enforcement Lien, in the amount of \$81,709.50, recorded in Official Records Book 6145, at Page 1928, of the Public Records of Escambia County, Florida, on real property located at 305 Godwin Street, Account Number 06-3891-000, Reference Number 33-2S-30-3204-000-001, with the current assessed value of \$40,019.

During the October 3, 2013, Board Meeting, a request by Greenspoon Marder, PA, to forgive the Code Enforcement Lien was denied and the direction to proceed with foreclosure was given by the Board of County Commissioners. In November 2013, a new address (from 301 Godwin Street to 305 Godwin Street) was assigned to the parcel due to a Legal request for an address using the Reference Number 33-2S-30-3204-000-001 and research performed by Escambia County's Geographic Information Systems (GIS) Division.

In September 1997, the Escambia County Board of County Commissioners adopted the Brownsville Redevelopment Plan. As part of the Plan, in Section VIII, Plan Implementation, (5) Housing Construction, "Through its Neighborhood Restoration Program (NRP), the Community Redevelopment Agency (CRA) will identify vacant residential parcels suitable for in-fill construction and work with the property owners to remove barriers to selling, donating, or developing the property, so that more lots can become available to private developers and non-profits such as Habitat for Humanity, Community Equity Investments, Inc., and AMR Pensacola for building more affordable housing." CRA has identified this property as a candidate for the Neighborhood Restoration Program by virtue of habitual code violations. This parcel will be part of the general assemblage of chronic derelict properties that are being acquired to be redeveloped as affordable housing.

17. Recommendation Concerning Design Services for Detroit Blvd. Over 8 Mile Creek, Bridge No. 484057 and Cove Avenue Over 8 Mile Creek, Bridge No. 484058 - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the County Administrator to sign the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and Hatch Mott MacDonald Florida, LLC, per the terms and conditions of PD 13-14.030, Design Services For Detroit Blvd over 8 Mile Creek, Bridge No. 484057, and Cove Avenue over 8 Mile Creek, Bridge No. 484058, for a base lump sum amount of \$137,714, as detailed in the Fee Proposal.

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project Number 13EN2188]

18. Recommendation Concerning Design Services for CR99A (Arthur Brown Rd) at Little Pine Barren Creek, Bridge No. 480117 - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the County Administrator to sign the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and Rebol-Battle & Associates, LLC, per the terms and conditions of PD 13-14.027, Design Services for CR99A (Arthur Brown Rd) at Little Pine Barren Creek, Bridge No. 480117, for a base lump sum amount of \$92,682.12, and optional services of \$5,607.08, as detailed in the Fee Proposal, Task 7, describing Attend Pre-con Conference, Prepare As-builts, and Attend Site Meetings, for a total of \$98,289.20.

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project Number 13EN2188]

19. Recommendation Concerning Design Services for Ora Drive Over Bridge Creek, Bridge No. 484082 - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the County Administrator to sign the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and Dyer, Riddle, Mills & Precourt, Inc., per the terms and conditions of PD 13-14.028, Design Services for Ora Drive Over Bridge Creek, Bridge No. 484082, for a base lump sum amount of \$75,525.72, as detailed in the Fee Proposal.

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project Number 13EN2188]

20. Recommendation Concerning Pharmacy Services for the Escambia County Jail - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to use the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP), 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 Contract to Diamond Pharmacy Services, in the annual amount of \$840,500, effective upon approval.

[Funding: Fund 001, General Fund, Cost Center 290402, Object Code 55201]

21. Recommendation Concerning Foreclosure on Property Located at 4913 Ravenswood Avenue - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize foreclosure, based on both the 2011 Code Enforcement Lien, in the amount of \$1,219, recorded in Official Records Book 6725, at Page 1747, of the Public Records of Escambia County, Florida, and the 2013 Code Enforcement Lien, which is still active, recorded in Official Records Book 7062, at Page 1191, of the Public Records of Escambia County, Florida, on real property located at 4913 Ravenswood Avenue, Account Number 07-2300-000, Reference Number 34-2S-30-1264-011-001, with the current assessed value of \$11,875.

22. Recommendation Concerning the M.C. Blanchard Shell Space Build Out - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract PD 13-14.025, for the M.C. Blanchard Shell Space Build Out, to R.D. Ward Construction Co., Inc., for the base bid amount of \$1,951,000, plus bid Alternates 1,2,3,4, and 5, in the amount of \$115,500, for a total contract amount of \$2,066,500, and authorize the County Administrator to execute all related documents and Purchase Orders, for Owner Direct Purchases (ODP's), in the amount of \$50,000 or greater.

[Funding: Fund 352, LOST III, CC 410149, OC 56201 - \$ 1,830,454; Fund 110, Other Grants & Projects, CC 410512, OC 56201 - \$187,546; Fund 115, Article V Fund, CC 410505, OC 56201 - \$ 48,500 – Project # 13JS2332]

23. Recommendation Concerning the Woodbridge-Motley Group Resurfacing, PD 13-14.037 - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract PD 13-14.037, Woodbridge-Motley Group Resurfacing, to Panhandle Grading & Paving, Inc., in the amount of \$1,621,423.12.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0208]

24. Recommendation Concerning the Amendments of Agreement for Sale of Recyclable Ferrous Metal, PD 11-12.050 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Amendment of Agreement for Sale of Recyclable Ferrous Metal, PD 11-12.050, for the following contractors:

A. Southern Scrap Company, Inc., to amend the Material Purchase Price, in Paragraph 4 of the Agreement, as follows:

From: 82% of the high side of the Birmingham Market;
To: 64.2% of the high side of the Alabama Market; and

B. Southern Recycling, LLC, to amend the Material Purchase Price, in Paragraph 4 of the Agreement, as follows:

From: 61% of the high side of the Birmingham Market;
To: 50% of the high side of the Composite Market.

The Amendment incorporates the change the American Metal Market made effective February 28, 2014, that discontinued publishing prices for the Birmingham Market and in its place began listing prices for the Alabama and Composite Market.

25. Recommendation Concerning a Crime Prevention Program for the East Crescent Lake Subdivision - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the East Crescent Lake Subdivision:

A. Adopt the Resolution establishing a crime prevention program for neighborhood safety for the East Crescent Lake Subdivision; and

B. Authorize the Chairman to sign the Resolution and any other Agreements necessary to accomplish goals of the East Crescent Lake Crime Prevention Program.

[Funding: Funding for the Crime Prevention Program and related enforcement activities shall be from fines and/or fees collected and eligibility under S.S. 775.083(2), Florida Statutes]

26. Recommendation Concerning a Crime Prevention Program for the Northcross Subdivision - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Northcross Subdivision:

A. Adopt the Resolution establishing a crime prevention program for neighborhood safety for the Northcross Subdivision; and

B. Authorize the Chairman to sign the Resolution and any other Agreements necessary to accomplish goals of the Northcross Crime Prevention Program.

[Funding: Funding for the Crime Prevention Program and related enforcement activities shall be from fines and/or fees collected and eligibility under S.S. 775.083(2), Florida Statutes]

27. Recommendation Concerning the Interlocal Agreement with the Santa Rosa Island Authority Relating to Transportation Services on Pensacola Beach for Summer 2014 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreement with the Santa Rosa Island Authority (SRIA) relating to transportation services on Pensacola Beach for summer 2014:

A. Approve the Interlocal Agreement between Escambia County and SRIA Relating to Transportation Services on Pensacola Beach, via Escambia County Area Transit (ECAT) trolleys, from May 23, 2014, through September 1, 2014, with SRIA reimbursing the County for all operating costs; and

B. Authorize the Chairman to sign the Interlocal Agreement.

For the last several years, SRIA and ECAT have cooperatively arranged for trolley service on Pensacola Beach during the busy summer beach season. The trolley service route travels along Fort Pickens Road and Via De Luna Drive, allowing beach-goers, both tourist and local, an opportunity to visit more of the beach, and subsequently, more of the beach businesses.

The trolley service also stops at the pavilion on Casino Beach, which serves as a drop location for ECAT "Beach Jumper" routes, bringing passengers from Pensacola to Pensacola Beach. The trolley service route runs seven days a week during the contract period.

[Funding: The SRIA will reimburse the County for all operating costs]

28. Recommendation Concerning the Quintette Road and County Road 95A Re-Alignment Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Interim County Administrator to issue a Task Order to Fabre Engineering, Inc., d/b/a Fabre Engineering and Surveying, in the amount of \$44,988.75, on Contract PD 10-11.080, "Design Services for Project #1 Quintette Road and Project #2 Well Line Road Extensions," for the Quintette Road and County Road 95A Re-alignment Project. This Task Order provides engineering/surveying services and coordinates geotechnical, subsurface utility excavation (SUE), and public involvement services, as required to re-align the existing Quintette Road and County Road 95A (CR95A) intersection.

[Funding Source: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #14EN2825]

29. Recommendation Concerning a Parcel of Real Property Owned by the Young Men's Christian Association of Northwest Florida, Inc., Located at 5406 Lillian Highway - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a parcel of real property owned by the Young Men's Christian Association (YMCA) of Northwest Florida, Inc., located at 5406 Lillian Highway:

A. Authorize and direct staff to obtain appraisals, environmental site assessments, surveys, title insurance commitments, and complete all other requirements in Section 46-139, Escambia County Code of Ordinances, in anticipation of purchasing property from the YMCA of Northwest Florida, Inc., which could be utilized as a multi-use facility and recreational area; and

B. Authorize and direct staff to submit a Contract for Sale and Purchase for approval by the Board at the earliest available meeting date following conclusion of negotiations with the seller and completion of the requirements in Section 46-139.

[Funding Source: Fund 352, "LOST III," Cost Center 350229, Object Code 56101/56301]

30. Recommendation Concerning Acceptance of the Donation of Two Drainage Easements for the Matthew Lane Drainage Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of two drainage easements, located on Matthew Lane, for drainage improvements:

A. Accept the donation of two drainage easements, located on Matthew Lane, from the following property owners, for drainage improvements:

Property Owner	Parcel Reference Number	Acreage
Easement One		
Eddie B. & Alma Allen	16-2S-30-1400-000-055	Approximately 0.02 acres
Easement Two		
Frank Maull, III	16-2S-30-1001-030-003	Approximately 0.06 acres
James Maule		
Charles Maull		

B. Authorize the payment of documentary stamps because the easements are being donated for governmental use, which is for drainage improvements, and the County benefits from the acceptance of these easements, which will enhance the safety and well-being of the citizens of Escambia County;

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

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept the Drainage Easements as of the day of delivery of the Drainage Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

31. Recommendation Concerning Acceptance of the Donation of a Public Road and Right-of-Way Easement from New Faith Missionary Baptist Church, Inc., for Massachusetts Avenue Sidewalk and Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a Public Road and Right-of-Way Easement, from New Faith Missionary Baptist Church, Inc., located at 223 Massachusetts Avenue, for sidewalk and drainage improvements:

A. Accept the donation of a Public Road and Right-of-Way Easement, from New Faith Missionary Baptist Church, Inc., located at 223 Massachusetts Avenue, for sidewalk and drainage improvements:

B. Authorize the payment of documentary stamps because the easement is being donated for governmental use, which is for road and drainage improvements, and benefits the Public from the acceptance of the easement, which will enhance the safety and well-being of the citizens of Escambia County;

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

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the 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 authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

32. Recommendation Concerning Acceptance of Donation of a Public Road and Right-of-Way Easement on East Olive Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a Public Road and Right-of-Way Easement, from Martin Lastowski, Julie Iskow, and John S. and Carol Ghiselli, located at 2750 East Olive Road:

A. Accept the donation of a Public Road and Right-of-Way Easement, located at 2750 East Olive Road (approximately 97.72 square feet), for road and drainage improvements;

B. Authorize the payment of documentary stamps, as the property is being donated for governmental use, which is for road and drainage improvements, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

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

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the 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 authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

33. Recommendation Concerning the Acquisition of a Drainage Easement Located in the 5000 Block of Linn Avenue from Michael G. and Vanessa K. Yonke - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the purchase of a 15-foot-wide drainage easement (approximately 1,785 square feet), from Michael G. and Vanessa K. Yonke, located in the 5000 Block of Linn Avenue, for the Innerarity Point Road Drainage Project:

A. Authorize the purchase of a 15-foot-wide drainage easement (approximately 1,785 square feet), located in the 5000 Block of Linn Avenue, for the agreed upon price of \$6,100, from Michael G. and Vanessa K. Yonke, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase for the purchase of a 15-foot-wide drainage easement (approximately 1,785 square feet), located in the 5000 Block of Linn Avenue; and

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

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Codes 56101/56301, Project #14EN2592, "Innerarity Point Drainage"]

34. Recommendation Concerning Real Property Acquisitions for Defense Infrastructure Grants - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning real property or easement acquisitions, by donation or purchase, for Defense Infrastructure Grants:

A. Authorize and direct staff to obtain appraisals, environmental site assessments, surveys, title insurance commitments, and complete all other requirements in Section 46-139, Escambia County Code of Ordinances, in anticipation of acquiring real property or easements, by donation or purchase, for Defense Infrastructure Grants; and

B. Authorize and direct staff to submit Contracts for Sale and Purchase for approval by the Board at the earliest available meeting date following conclusion of negotiations with property owners and completion of the requirements in Section 46-139.

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 221006 - Density Reduction PNS-NAS; Fund 110, Other Grants and Projects Fund, Cost Center 221015 - Density Reduction Area "A" APZ]

35. Recommendation Concerning the Acceptance of a Drainage Easement
Located at 5900 Water Spray Terrace - Joy D. Blackmon, P.E., Public Works
Department Director

That the Board take the following action concerning the acceptance of the donation of a 20-foot-wide drainage easement, from David A. and Vicki Lynn Barnes, located at 5900 Water Spray Terrace, for the Innerarity Point Road Drainage Project:

A. Accept the donation of a 20-foot-wide drainage easement, located at 5900 Water Spray Terrace, from David A. & Vicki Lynn Barnes, for the Innerarity Point Road Drainage Project;

B. Authorize the payment of documentary stamps as the easement is being donated for governmental use, which is for drainage improvements, and the County benefits from the acceptance of the easement, which enhances the safety and well-being of the citizens of Escambia County;

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

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Drainage Easement as of the day of delivery of the Drainage Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Codes 56101/56301, Project #14EN2592, "Innerarity Point Drainage"]

36. Recommendation Concerning the Acquisition of Two Parcels of Real Property Located at 5600 Chalker Road and 5900 Block of Highway 99 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of two parcels of real property located at 5600 Chalker Road and 5900 Block of Highway 99, from Scott L. and Denise K. MacMurray and Dorothy Jayne Gindl:

A. Authorize the purchase of a parcel of real property located at 5600 Chalker Road (approximately 79.50 acres), from Scott L. and Denise K. MacMurray, for the agreed upon price of \$390,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Authorize the purchase of a parcel of real property located in the 5900 Block of Highway 99 (approximately 28.70 acres), from Dorothy Jayne Gindl, for the agreed upon price of \$145,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

C. Approve and authorize the Chairman or Vice Chairman to sign the Contracts for Sale and Purchase for the acquisition of two parcels of real property located at 5600 Chalker Road and 5900 Block of Highway 99; and

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

[CONTRACTS FOR SALE AND PURCHASE TO BE DISTRIBUTED UNDER SEPERATE COVER]

[Funding: Fund 352, "LOST III", Cost Center 110267, Project 14PF2695]

III. For Discussion

1. Recommendation Concerning the Acquisition of a Parcel of Real Property for the Delano/Herman Street Drainage Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board either approve or deny by super majority vote:

A. The purchase of a parcel of real property (approximately 0.34 acres), located at 2112 West Herman Street, for the Delano/Herman Street Drainage Improvement Project, from Ricky Lamar Blankenship, for the purchase price of \$25,000, which is above appraised value of \$18,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. The Contract for Sale and Purchase for the acquisition of a parcel of real property (approximately 0.34 acres), from Ricky Lamar Blankenship; and

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

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

2. Recommendation Concerning Request for Funding for the 2014 Gulf Coast Summer Fest - Amy Lovoy, Management and Budget Services Department Director

That the Board consider the request from Banks Enterprise, LLC, for \$50,000, to be funded from the 4th Cent Tourist Development Tax, for the 2014 Gulf Coast Summer Fest and approve a Purchase Order for this purpose.

3. Recommendation Concerning Termination of an Interlocal Agreement with the Santa Rosa Island Authority - Commissioner Grover C. Robinson, IV, District 4

That the Board consider terminating the 2002 Interlocal Agreement between Escambia County and the Santa Rosa Island Authority (SRIA) that requires the SRIA to make payments to the County, in the amount of \$600,000 annually, to assist in making debt service payments on loans issued by the County to restructure Via de Luna Drive.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning the Approval of the Escambia County Contractor Competency Board Rules and Procedures

That the Board approve the Escambia County Contractor Competency Board Rules and Procedures.

2. Recommendation Concerning HealthPort Technologies, LLC, Class Action Settlement

That the Board authorize the County Attorney to file a Settlement Claim Form in order to participate in the HealthPort Technologies, LLC, (HealthPort) Class Action Settlement.

3. Recommendation Concerning the Escambia County Animal Services and Animal Control Fee Schedule

That the Board adopt and authorize the Chairman to sign the Resolution establishing a late fee for citations paid more than ten (10) days after receipt of the citation pursuant to Chapter 10, Section 10-7 of the Escambia County Code of Ordinances.

II. For Discussion

1. Recommendation Concerning Jack R. Brown's Employment Agreement as the Escambia County Administrator

That the Board consider approval of the attached Employment Agreement of Jack R. Brown, the candidate to serve as the Escambia County Administrator.

2. Recommendation Concerning Amending RESTORE Act Advisory Committee Resolution R2012-150

That the Board take the following action:

A. Approve the attached Resolution that amends Resolution R2012-150 as recommended by the RESTORE Act Advisory Committee, by clarifying the RESTORE Act Advisory Committee's role in recommending goals and criteria for the use of RESTORE Act funds, aligning project categories with the federal RESTORE Act, and eliminating the \$500,000.00 minimum dollar limit for project eligibility; and

B. Provide clarification and direction to the RESTORE Act Advisory Committee and Escambia County staff regarding a Committee member's ability to serve in an organization that requests funding from, or makes recommendations to, the Committee.

3. Recommendation Concerning Escambia County vs. Sean's Outpost, Inc. - Case No.: CE# 13-12-00500

That the Board consider any additional direction in the above-referenced case of Sean's Outpost, Inc. I have attached the Special Magistrate's Order dated April 22, 2014.

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6049

Proclamations 6.

BCC Regular Meeting

Meeting Date: 04/29/2014

Issue: Adoption/Ratification of Proclamations

From: Larry Newsom, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board take the following action concerning the adoption/ratification of the following six Proclamations:

- A. Adopt the Proclamation commending and congratulating Robin F. Lambert on her selection as the "Employee of the Month" for May 2014;
- B. Adopt the Proclamation proclaiming May 2014 as "Motorcycle Safety Awareness Month" in Escambia County and encouraging all motorists to share the road and look out for motorcyclists;
- C. Adopt the Proclamation proclaiming the week of April 27 through May 3, 2014, as "Family Values Week" in Escambia County and honoring and commending the Scottish Rite Masons, Valley of Pensacola, for their leadership, dedication, and service to the community;
- D. Adopt the Proclamation congratulating Patrick G. Emmanuel on his retirement after 67 years of service to the Pensacola Community;
- E. Ratify the Proclamation dated April 11, 2014, congratulating the Alabama Credit Union on their Grand Opening and ribbon-cutting on April 16, 2014, and wishing them much success as they serve the citizens of Perdido Key, Florida; and
- F. Ratify the Proclamation dated April 14, 2014, proclaiming the week of April 12-18, 2014, as "Champions Week" in Escambia County; commending and congratulating the owners, coaches, players, and staff of the Pensacola Ice Flyers on their remarkable, record-breaking season; and asking the citizens of Escambia County to join in salute and appreciation of the efforts of the Pensacola Ice Flyers organization for achieving their second, consecutive Southern Professional Hockey League Championship.

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, Robin F. Lambert, the Accounting Manager in the Administration Division of the Public Works Department, began her employment with the County in April of 1977, and is selected for "Employee of the Month" for May 2014, for the standards of excellence that she has displayed in the performance of her duties; and

WHEREAS, Ms. Lambert is the multi-million dollar Accounting Manager for the Public Works Department and the Local Option Sales Tax (LOST I-III) Budgets. She manages \$120,000,000 of LOST III funds and \$3,000,000 in General Fund dollars annually; and

WHEREAS, Ms. Lambert often manages special projects that include monies tied to Agreements with the Federal Highway Administration, the Florida Department of Transportation, the Federal Emergency Management Agency, and projects related to Stimulus Programs. She also processes, tracks, and verifies expenditures for joint participation projects with local utility authorities; and

WHEREAS, Ms. Lambert takes on additional duties throughout the year to pull together unfunded project lists and documentation for consideration of the RESTORE Act, LOST IV, and State Legislature proposals, and she compiles financial and Budget information for Commissioners, Senior Staff, and other Departments on request; and

WHEREAS, Ms. Lambert is the "linchpin" that keeps the Projects of the Public Works Department financially coordinated and cooperating with all County stakeholders. She is always willing to help and will make time to answer any questions that may arise. Ms. Lambert is respected and admired by her coworkers and peers in other County Departments and her "can do" attitude never waivers.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Robin F. Lambert on her selection as the "Employee of the Month" for May 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: April 29, 2014

PROCLAMATION

WHEREAS, motorcycle riding provides an exciting form of recreation and transportation for thousands of residents of Escambia County; and

WHEREAS, motorcycles have become more appreciated due to their energy efficiency and reduced fuel consumption, minimal impact on road wear, and ability to ease parking congestion; and

WHEREAS, motorcycles are appearing in greater numbers on our highways and require certified training and sound judgment by riders; and

WHEREAS, it is critical that all motor vehicle drivers be vigilant to the presence of motorcycles on streets and highways and strive to be more respectful and aware to reduce the number of injuries and fatalities; and

WHEREAS, safe motorcycle operation requires defensive driving habits by all motorists for the protection and safety of the entire motoring public; and

WHEREAS, "Motorcycle Safety Awareness Month" has been designated by the National Highway Traffic Safety Administration as a means to enhance public awareness of motorcycle safety.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim May 2014 as

"MOTORCYCLE SAFETY AWARENESS MONTH"

in Escambia County and encourages all motorists to share the road and look out for motorcyclists.

**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: April 29, 2014

PROCLAMATION

WHEREAS, the Supreme Council 33°, Ancient and Accepted Scottish Rite of Freemasonry, Southern Jurisdiction, USA, adopted a new, year-round, family development program; and

WHEREAS, the program focuses on the basic values of love, kindness, and respect for the benefit of youth and adult family members; and

WHEREAS, there are over 15,000 Masons in the surrounding area who promote the message of toleration, dignity, and progress; and

WHEREAS, the Masons contribute their services to numerous charitable organizations throughout the year; and

WHEREAS, the Scottish Rite Masons, Valley of Pensacola, are sponsoring a celebration of family values during the first week of May 2014.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim the week of April 27 through May 3, 2014, as

"FAMILY VALUES WEEK"

in Escambia County and honors and commends the Scottish Rite Masons, Valley of Pensacola, for their leadership, dedication, and service to the community.

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: April 29, 2014

PROCLAMATION

WHEREAS, Patrick G. Emmanuel, who joined the law firm of Emmanuel, Sheppard & Condon in 1946, has retired from the practice of law after 67 years of dedicated and committed service to the Pensacola community; and

WHEREAS, Mr. Emmanuel was born and raised in Pensacola, Florida. He served as a United States Army Major in a Tank Destroyer Battalion in World War II and was awarded the Bronze Star for his participation in the Battle of the Bulge. After the war, he earned his law degree from the University of Florida College of Law; and

WHEREAS, Mr. Emmanuel's professional and personal achievements are President of the Florida Bar, President of the Florida Bar Foundation, Florida Bar Foundation Medal of Honor Recipient, Chairman of the Federal Judicial Nominating Commission of Florida, a Fellow in the American College of Trust and Estate Counsel, and a Fellow in the American College of Trial Lawyers. He has been named in each volume of The Best Lawyers in America since 1983; and

WHEREAS, Mr. Emmanuel actively gave back to the Pensacola community by serving as the Chairman of the Advisory Board of Sacred Heart Hospital for 10 years, in addition to serving on the Boards of the Northwest Florida Crippled Children's Home, the March of Dimes, and the James Baroco Foundation.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, congratulates Patrick G. Emmanuel on his retirement after 67 years of service to the Pensacola Community.

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: April 29, 2014

PROCLAMATION

WHEREAS, Alabama Credit Union was originally chartered in 1956 to serve the employees of the University of Alabama; and

WHEREAS, the credit union has grown to over \$630 million in assets and now serves 57,000 members across the state of Alabama and around the country from 25 locations; and

WHEREAS, Alabama Credit Union was granted a field of membership that included Escambia County, Florida, in 2012; and

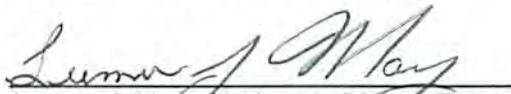
WHEREAS, it began operations in temporary quarters in October 2013, while awaiting renovation of its permanent facility on Sorrento Road in Perdido Key, Florida; and

WHEREAS, Alabama Credit Union's Perdido Key Office opened on March 24, 2014, and is quickly earning the business of the local population; and

WHEREAS, Alabama Credit Union looks forward to being an integral part of the growth and development of Perdido Key in the coming years.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, congratulates the Alabama Credit Union on their Grand Opening and ribbon-cutting on April 16, 2014, and wishes them much success as they serve the citizens of Perdido Key, Florida.

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


Lumon J. May, Chairman, District Three

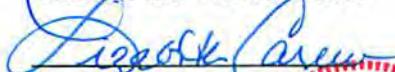
Steven L. Barry, Vice Chairman
District Five

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

Dated: April 11, 2014



PROCLAMATION

WHEREAS, the Pensacola Ice Flyers launched the 2013-2014 season as their fifth year of playing exciting hockey at the Pensacola Bay Center, with Greg Harris starting his first full season as majority owner, and starting the season with new Head Coach Rod Aldoff; and

WHEREAS, this fifth season's accomplishments were achieved by a team ranging in age from 22 years of age to a 32-year-old player, who is a 10-year veteran, and a team which is more than half comprised of rookies; and

WHEREAS, the Ice Flyers set numerous Southern Professional Hockey League (SPHL) attendance records: highest single season total attendance of 114,537; highest average game attendance of more than 4,000; and the first team in the SPHL to achieve that level of average game attendance; and

WHEREAS, the Ice Flyers also set numerous on-ice records including: most wins (38); most road wins (21); most points (81); highest winning record percentage (0.723); longest winning streak (13); and most consecutive games without a loss in regulation play (22); and

WHEREAS, Coach Aldoff, in his first season as a pro, was selected and honored as SPHL Coach of the Year; and

WHEREAS, the Ice Flyers are the only SPHL team to play in three consecutive championship series; and

WHEREAS, this season's hockey team was the first Ice Flyers team to win the regular Season Championship and bring home the Coffey Trophy; and

WHEREAS, on Saturday, April 12, 2014, the Ice Flyers defeated the Columbus Cottonmouths 5-1 on Columbus' home ice to claim the Southern Professional Hockey League President's Cup as League Champions and became only the second SPHL team to win back-to-back League Championships.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, proclaims the week of April 12-18, 2014, as "Champions Week" in Escambia County; commends and congratulates the owners, coaches, players, and staff of the Pensacola Ice Flyers on their remarkable, record-breaking season; and asks the citizens of Escambia County to join in salute and appreciation of the efforts of the Pensacola Ice Flyers organization for achieving their second, consecutive Southern Professional Hockey League Championship.

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


Lumon J. May, Chairman, District Three

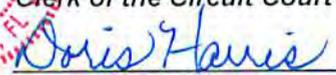
Steven L. Barry, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four



ATTEST: Pam Childers
Clerk of the Circuit Court

Doris Harris
Deputy Clerk

Dated: April 14, 2014



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5946

Written Communication 7. A.

BCC Regular Meeting

Meeting Date: 04/29/2014

Issue: Environmental (Code) Enforcement Lien Relief – 4404 Ellysee Way

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

February 28, 2014, communication from Allen Resmondo requesting the Board forgive a Code Enforcement Lien attached to property located at 4404 Ellysee Way.

Recommendation: That the Board review and consider lien relief request made by Allen Resmondo against property located at 4404 Ellysee Way.

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:

Escambia County Office of Environmental Enforcement has four (4) code enforcement liens attached to the property located at 4404 Ellysee Way.

Please see attached documents.

BUDGETARY IMPACT:

The itemized costs shown in the 1st Code Enforcement Lien:

Cost

A. Administrative Cost: \$1,100.00

B. Daily Fines: \$0

C. Abatement Cost: \$0

TOTAL \$1,100.00

The itemized costs shown in the 2nd Code Enforcement Lien:

Cost

A. Abatement Cost: \$400.00

TOTAL \$400.00

The itemized costs shown in the 3rd Code Enforcement Lien:

Cost

A. Abatement Cost: \$620.00

TOTAL \$620.00

The itemized costs shown in the 4th Code Enforcement Lien:

A. Administrative Cost: \$1,100.00

B. Daily Fines (one time fee) \$5,000.00

C. Abatement Cost: \$4,800.00

TOTAL \$10,900.00

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

4404 Ellysee Way

C Allen Resmondo

1820 W Gregory St
Pensacola FL 32502

February 28, 2014

Dear Ms. Slay,

Please find attached, copy of a letter which I have received from the office of Pam Childers, Clerk of the Circuit Court of Escambia County.

I made a good faith online bid at a tax Deed sale on November 4th 2013. Paid the bid amount and subsequently paid the tax bill for calendar year 2013. At the time of payment for the property I requested the Deed be put in the name of my Son—Douglas A Resmondo, the reason for the different address named by the Clerk.

Background aside, it seems you and I are sort of in the same boat, sandwiched between two larger vessels fore and aft. By that, I mean, we have Leins on both sides of the sale date ??? Somewhere in the SYSTEM there is a Snake crawling around, we need to find and eliminate it before it strikes another taxpayer or multiplies and destroy's the County's budget.

What I have been told is that you are the person to contact to initiate movement of the larger vessels and clear the CLOUDS. Lets begin.

If I can furnish any additional information please call or write.

Sincerely,



Allen Resmondo

Ph 435-9165



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

January 17, 2014

2013 CL 029660

DOUGLAS A. RESMONDO
1519 STANFORD RD
GULF BREEZE, FL 32562

Re: 4404 ELLYSEE WAY

PENSACOLA, FLORIDA

Property Reference Number: **102S301000012005**
Code Enforcement Case Number: **CE 12-09-03986**

DOUGLAS A. RESMONDO

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

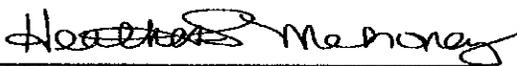
Lien created by the Order of the Environmental Enforcement Special Magistrate dated **04/23/2013**, recorded in OR Book **7008** at page **164** of the public records.

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

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



PAM CHILDERS
CLERK OF THE COURT

By: 
Deputy Clerk



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: 4404 Ellysee Way
Property Owner: Frank and Juanita Taylor Jr
Original Complaint: Overgrowth, trash, and debris
EE Case #: CE07080188

- 08/07/07** Received complaint. Officer observed overgrowth, trash and debris.
- 08/15/07** Notice of Violation mailed to owner was returned marked "Vacant". Title search ordered.
- 10/01/07** Title search received. Case referred for special magistrate.
- 10/31/07** Hearing Notice posted on property. Copy of Hearing Notice mailed to owner both regular and certified mail. Hearing Notice returned marked "Returned Unclaimed" on 11/02/07.
- 11/13/07** Hearing held. County awarded court cost in the amount of \$1,100.00. Violations were abated day of hearing. Order mailed to owner both regular and certified mail.

Lien amount	<u>Cost</u>
Court Cost	<u>\$1,100.00</u>
TOTAL	\$1,100.00

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



Office of Environmental Enforcement



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

Property Address: 4404 Ellysee Way
Property Owner: Estate of Juanita Taylor
Original Complaint: Overgrowth, trash, and debris
EE Case #: CE100603634

- 06/29/10** Received complaint. Officer observed overgrowth, trash and debris. Notice posted on property.
- 07/02/10** Notice of Violation mailed to owner was returned marked "forwarding time expired".
- 07/16/10** Follow up inspection. Violations remains. Referred case for Summary Abatement.
- 04/14/11** Pre-bid inspection revels violations remain.
- 05/31/11** All violations abated by Escambia County in the amount of \$400.00.

Lien amount	<u>Cost</u>
Abatement Cost	<u>\$400.00</u>
TOTAL	\$400.00

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



Office of Environmental Enforcement



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

Property Address: 4404 Ellysee Way
Property Owner: Estate of Juanita Taylor
Original Complaint: Overgrowth, trash, and debris
EE Case #: CE111005240

- 10/31/11** Received complaint. Officer observed overgrowth, trash and debris. Notice posted on property as a repeat violator.
- 11/16/11** Notice of Violation mailed to owner was returned marked "Attempted Not Known".
- 12/01/11** Follow up inspection. Violations remains. Referred case for Summary Abatement.
- 02/08/12** Pre-bid inspection reveals violations remain.
- 05/31/12** All violations abated by Escambia County in the amount of \$620.00.

Lien amount	<u>Cost</u>
Abatement Cost	<u>\$620.00</u>
TOTAL	\$620.00

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



Office of Environmental Enforcement



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

Property Address: 4404 Ellysee Way
Property Owner: Estate of Juanita Taylor
Original Complaint: Overgrowth, trash, and debris
EE Case #: CE120903986

- 09/18/12** Received complaint. Officer observed overgrowth, trash, debris and deteriorated structure. Notice posted on property.
- 09/20/12** Notice of Violation mailed to owner was returned marked "Not Deliverable as Addressed".
- 10/10/12** Follow up inspection. Violations remains. Ordered title search.
- 10/24/12** Violations remain. Request special magistrate hearing.
- 04/08/13** Hearing notice mailed to owner both regular and certified mail. Copy of hearing notice posted at property. Hearing noticed returned 4/16/13.
- 04/22/13** Reinspection conducted violations remain.
- 04/23/13** Special Magistrate ordered a one-time fine in the amount of \$5,000.00 and court cost of \$1,100.00. Deadline of May 24, 2013 to abated violations.
- 05/06/13** Copies of Order mailed to owner.
- 05/23/13** Violations remain. Case was referred for county abatement.
- 07/02/13** Pre-bid reveals violations remain.
- 08/21/13** Violations abated by Escambia County in the amount of \$4,800.00.
- 11/04/13** Property sold at Tax Deed Sale.

Lien amount	<u>Cost</u>
Fines (one-time fine)	\$5,000.00
Court Cost	\$1,100.00
Abatement Cost	<u>\$4,800.00</u>
TOTAL	\$10,900.00
This amount does not include the Clerk's recording fees or interest.	



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6051

Written Communication 7. B.

BCC Regular Meeting

Meeting Date: 04/29/2014

Issue: STEM Facility on the Pensacola Campus of the Pensacola State College,

From: Larry Newsom, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

April 10, 2014 - Email communication from Edward Meadows, President, Pensacola State College, requesting that the Board of County Commissioners provide State match planning funds for the purpose of a STEM (Science, Technology, Engineering and Math) Facility on the Pensacola State College, Pensacola Campus.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Written Communication Request - Edward Meadows

Letter from Edward Meadows to Larry Newsom

ST Aerospace Letter

Letter from Legislative Delegates

Judy H. Witterstaeter

From: LARRY M. NEWSOM
Sent: Thursday, April 10, 2014 6:09 PM
To: Judy H. Witterstaeter; Angela D. Crawley
Subject: Fwd: BCC Meeting Agenda

Please do a written communication

Sent from my Verizon Wireless 4G LTE DROID

----- Original Message -----

Subject: BCC Meeting Agenda
From: "Meadows, Ed" <emeadows@pensacolastate.edu>
To: "LARRY M. NEWSOM" <LMNEWSOM@co.escambia.fl.us>
CC:

Mr. Newsom:

I am requesting to be placed on the agenda for the April 29 Board of County Commissioners meeting to ask that the Board provide State Match planning funds for the purpose of a STEM facility on the Pensacola State College, Pensacola campus. Thank you.

Edward Meadows
President
Pensacola State College
emeadows@pensacolastate.edu
850-484-1700



Office of the President

Pensacola State College
1000 College Boulevard
Pensacola, FL 32504-8998

850-484-1700
Fax 850-484-1840

www.pensacolastate.edu

PENSACOLA STATE COLLEGE

April 10, 2014

Mr. Larry M. Newsom
Interim County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

Dear Mr. Newsom:

SUBJECT: Pensacola State College Appropriations Request for Planning Funds for a STEM Facility

Building Background

The Baars Building on the campus of Pensacola State College (PSC) has been designated for demolition since a 2008 inspection by a professional design and construction team (report available). In short, this 100,000-plus square-foot classroom building cannot be salvaged. Since 2008, PSC has been planning to replace the building with a STEM classroom and training facility. DOE has recognized that the building needs to be replaced but contemplated project funding a couple of years from now in its capital outlay list prepared last fall.

Immediate Need to Support New Industry

The Pensacola area has recently been blessed with the announcement of two significant aerospace companies locating in our area—ST Aerospace and Airbus. These two companies will require the assistance of PSC to provide STEM facilities and workforce training for their highly-skilled employees. A letter from ST Aerospace indicating its reliance on PSC in this regard is attached (Attachment 1). In order for PSC to meet these needs, it must immediately proceed with planning the demolition of the Baars Building and the design and construction of a STEM classroom and training facility.

Appropriations Request

This is a matter of urgent need with major economic consequences for our area. In order to meet all criteria for an appropriation, a one to one match is needed. Accordingly, the Escambia County and Santa Rosa County delegations request that you support the funding of planning and demolition monies with an appropriation of \$1.3 million in this year's budget. If an appropriation is not possible in this year's budget, we request a commitment of \$1.3 million in next year's budget. A jointly signed letter of support for this project from our local legislative delegation is attached (Attachment 2).

This match at the local level will provide a total of \$2.6 million to meet the planning requirements. This will allow PSC to work hand-in-hand with these two new aerospace companies as well as other industries in our area to provide the facilities and

Mr. Larry M. Newsom
April 10, 2014
page 2

training necessary to help our area of the state rebound from the grip of this past recession. A written commitment is needed no later than May 2014.

Sincerely,

A handwritten signature in blue ink, appearing to read "E Meadows", with a stylized flourish at the end.

Edward Meadows
President

Attachments

- c: Commissioner Wilson Robertson
- Commissioner Gene Valentino
- Commissioner Lumon May, Chairman
- Commissioner Grover Robinson, IV
- Commissioner Steven Barry (Vice Chairman)



March 28, 2014

Governor Rick Scott and the Florida Legislative
Office of the Governor
State of Florida
The Capitol
400 S. Monroe St.
Tallahassee, FL 32399-0001

Dear Governor Scott,

I would like to express my support for the request for a new Baars Math, Engineering and Technology Building at Pensacola State College. The proposed new Baars Building will house math and high-technology programs, such as cyber security and information technology programs. These programs are essential to meet the needs of the aviation maintenance community at large and specifically the needs of ST Aerospace.

The existing Baars Building represents 105,722 sq. ft. of indispensable classroom space required to continue providing STEM education to Pensacola State students. Not only has the 58-year-old building outlived its usefulness, it lacks the capabilities needed to meet the current demand for STEM-skilled workforce in Greater Pensacola, which is steadily increasing its job market as ST Aerospace, Airbus and other industry suppliers seek to establish roots here.

This proposed building has the potential to greatly enhance Northwest Florida's future economy by cultivating a high-tech, high-wage workforce that is rapidly growing. A specialized STEM facility is a critical component to economic development in our community and strengthens efforts that the chamber has made bringing high-tech business to the area.

Pensacola State College has a proven track record of leadership in postsecondary workforce development and education, as well as interdisciplinary collaboration with community partners. This facility will drive the creation of new jobs and help us continue to attract new companies and cultivate highly skilled talent. Retaining this skilled workforce within the state will result in a significant growth in jobs, housing and retail and will provide a boost to Northwest Florida's economy.

Please don't hesitate to contact me at 251-438-8787 or Bill_Hafner@stmae.com

Respectfully,

Bill Hafner
VP OPS.
STA Mobile



March 31, 2014

The Honorable Rick Scott
Executive Office of the Governor
400 S. Monroe Street
Tallahassee, FL 32399

RE: Pensacola State College: Appropriations Request for Planning Funds for a STEM Facility

Dear Governor Scott:

The Baars Building on the campus of Pensacola State College (PSC) has been designated for demolition since a 2008 inspection by a professional design and construction team (report available). In short, this 100,000-plus square-foot classroom building is a nightmare – with life-safety, energy cost and other issues that can only be resolved by a replacement facility. Since 2008, PSC has been planning to replace the building with a new classroom, laboratory and training facility. The Florida Department of Education has recognized that the building needs to be replaced but contemplated project funding a couple of years from now in its capital outlay list prepared last fall.

Immediate Need to Support New Industry

The Pensacola area has recently been blessed with the announcement of two significant aerospace companies locating in our area – ST Aerospace and Airbus. These two companies will require the assistance of PSC to provide STEM facilities and workforce training for their highly-skilled employees; a letter from ST Aerospace indicating its reliance on PSC in this regard is attached. In order for PSC to meet these needs, it must immediately proceed with planning the demolition of the Baars Building and the design and construction of a replacement facility.

Appropriations Request

This is a matter of urgent need with major economic consequences for our area. Accordingly, the Escambia County and Santa Rosa County delegations request that you support the funding of planning and demolition monies with an appropriation of \$2.6 million in this

year's budget. This will allow PSC to work hand-in-hand with these two new aerospace companies as well as other industries in our area to provide the facilities and training necessary to help our area of the state rebound from the grip of this past recession.

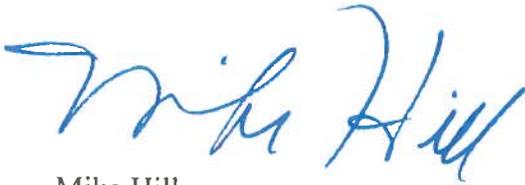
Sincerely,



Clay Ingram
State Representative, District 1



Greg Evers
State Senator, District 2



Mike Hill
State Representative, District 2



Doug Broxson
State Representative, District 3



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6026

Public Hearings 9.

BCC Regular Meeting

Meeting Date: 04/29/2014

Issue: 5:31 p.m. Public Hearing Concerning Adoption of a New Natural Gas Franchise Ordinance for the Town of Century, Florida

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting a new Natural Gas Franchise Ordinance for the Town of Century, Florida.

Recommendation: That the Board adopt a new Natural Gas Franchise Ordinance for the Town of Century, Florida.

BACKGROUND:

At its April 3, 2014 meeting, the Board approved setting the public hearing for consideration of adopting a new natural gas franchise ordinance for the Town of Century, Florida.

In 1968, the Escambia County Board of County Commissioners granted the Town of Century (then known as the Town of South Flomaton) a franchise to provide natural gas services to citizens located within a limited portion of unincorporated area located in northern Escambia County. The Town is now considering significantly upgrading its capacity for servicing residents and businesses located in this franchise area. The present franchise expires in five years. Rather than extending the current franchise agreement, the Town is requesting the Board to adopt a new franchise ordinance that provides it with the same rights and responsibilities, including payment of franchise fees, as those franchises that the Board recently conferred on the Cities of Gulf Breeze and Pensacola. This new franchise would not extend beyond that franchise area previously designated in the 1968 franchise grant.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This ordinance was prepared by Assistant County Attorney Ryan E. Ross and was advertised in the Pensacola News Journal on Saturday, April 12, 2014.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

Proof of Publication

ORDINANCE NUMBER 2014-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, GRANTING UNTO THE TOWN OF CENTURY, FLORIDA, AN EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE A NATURAL GAS DISTRIBUTION SYSTEM IN THAT PORTION OF ESCAMBIA COUNTY, FLORIDA, FOR WHICH A FRANCHISE WAS PREVIOUSLY GRANTED IN 1968 TO THE TOWN OF CENTURY; ESTABLISHING A FRANCHISE FEE; REQUIRING INDEMNIFICATION; GRANTING ACCESS TO ESCAMBIA COUNTY RIGHTS-OF-WAY; PROVIDING FOR MODIFICATION AND TERMINATION; IDENTIFYING CONSIDERATIONS; REQUIRING ACCEPTANCE BY THE TOWN OF CENTURY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners has the home rule power and authority to grant franchises for the construction, operation, and maintenance of utilities, including natural gas utility services, in the unincorporated areas of Escambia County; and

WHEREAS, the Board of County Commissioners deems it of paramount importance to insure the availability of natural gas utility services to certain portions of the unincorporated area of northern Escambia County; and

WHEREAS, in 1968, the Board of Commissioners adopted a resolution conferring unto the Town of Century a franchise to provide natural gas utility services to certain areas in northern Escambia County; (hereinafter the "Franchise Territory," as more particularly described in the attached Exhibit "A"); and

WHEREAS, the Board of County Commissioners finds that the Town of Century, Florida, has the present ability to immediately provide natural gas utility services to the Franchise Territory; and

WHEREAS, the Board of County Commissioners is aware that numerous residents and businesses in the Franchise Territory currently desire to be provided or continue to be provided with natural gas utility service and have requested that the Board grant such permission, authority, and franchise unto the Town of Century as appropriate to allow it to provide such utility services; and

WHEREAS, the Board of County Commissioners finds that not only is the Town of Century presently qualified and immediately able to provide such natural gas utility services, but that it also is currently providing natural gas utility service to large portions of

the Franchise Territory and desires to expand its operations to serve additional portions, if not the entirety, of the Franchise Territory; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of Escambia County and its residents and inhabitants to adopt this Ordinance awarding a franchise to and in favor of the Town of Century; and

WHEREAS, the Escambia County Board of County Commissioners accordingly shall award an exclusive franchise to the Town of Century, Florida, for the construction, maintenance, and operation of a natural gas utility system, and to provide natural gas utility services, at, to, and on the Franchise Territory, all subject to the terms and conditions more particularly set forth herein; and

WHEREAS, the Escambia County Board of County Commissioners finds that this Ordinance advances and promotes the public health, safety, and welfare of the inhabitants and the general public, and is in the best interests, of Escambia County.

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Legislative Findings. The aforementioned recitals are hereby incorporated into this Ordinance as legislative findings rendered by the Escambia County Board of County Commissioners in support of this Ordinance.

Section 2. Grant of Franchise for Natural Gas Services At, On, and To the Franchise Territory. Escambia County, Florida, a political subdivision of the State of Florida ("Grantor"), does hereby grant unto the Town of Century, a Florida municipal corporation, its successors and assigns ("Grantee"), the exclusive (as far as the law permits) right, privilege, license, permit, franchise, and easement to erect, install, extend, maintain, and operate a system of works, pipes, pipelines, and all necessary apparatuses, machinery, structures, and appurtenances, in, on, and under the streets, alleys, avenues, bridges, easements, and other public ways and properties for the purposes of transporting, distributing, and selling natural gas and providing natural gas utility services to Grantor, its inhabitants and the public generally for domestic, commercial, and industrial uses and for any and all other purposes for which gas, during the period of this grant, may be used, together with the right to enter upon all public streets and ways and properties of said Grantor for the purpose of installing, removing, repairing, relocating, constructing, maintaining, operating, etc., said facilities and equipment, including the operation, distribution, transmission, and maintenance of a natural gas utility system and providing natural gas utility services, and doing all other acts authorized hereby.

For purposes hereof, the geographic area for which this franchise applies (the "Franchise Territory") shall be the unincorporated area of Escambia County, Florida, described in Exhibit "A" to this Ordinance, together with all appurtenances thereto (e.g., rights to use easements and proprietary rights applicable to rights-of way and bridges

thereto and therefrom) and the Franchise Territory shall not include or apply to any other area of Escambia County.

Section 3. Term. This franchise, including all rights, privileges, authorities, licenses, permissions, and easements accompanying the same and being granted hereby, is hereby granted and shall continue in full force and effect for a term continuing until March 1, 2045, and pursuant thereto, the Grantee shall operate and conduct the natural gas utility system in the Franchise Territory in such manner as the Grantee, in its sole discretion, shall determine from time to time without regulation by Grantor. The Grantee shall also have the option of extending this franchise term for an additional fifty (50) years, which extension shall be deemed automatic unless the Grantee advises the Grantor in writing, on or before March 1, 2044, of its intention to terminate its rights under this franchise.

Section 4. Franchise Fee. Grantor does hereby impose, levy, and assess a franchise fee to be collected by Grantee equal to five percent (5%) of Grantee's gross revenues collected monthly from gas sold to its customers located within the Franchise Territory. The franchise fee shall be remitted by Grantee to Grantor monthly, in arrears, for gas delivered on or after the effective date of this Ordinance. Such remittance shall occur within thirty (30) days after the first day of the month for franchise fees collected during the preceding month.

Section 5. Indemnification. Grantor hereby agrees to indemnify and hold harmless Grantee, its officers, agents, and employees, from any liability, loss, or damage which they may suffer as a result of any claims, demands, costs, or judgments against them, whether arising out of legal, equitable, or administrative proceedings as a result of Grantee's collection of the franchise fees mandated by this Ordinance. Grantor further agrees to provide a legal defense for Grantee, its officers, agents, and employees, and defend them with respect to their collection of the franchise fees, including, but not limited to, the remittance of any franchise fees to Grantor.

Grantor shall not be liable or responsible for any accident or damage that may occur in the construction, operation, or maintenance by Grantee of its facilities or apparatus hereunder and the acceptance of this Ordinance shall be deemed an agreement, to the extent permitted by law, on the part of Grantee to indemnify Grantor and hold it harmless against any and all liability, loss, cost, damage, or expense which may accrue to Grantor arising out of Grantee's construction, operation, or maintenance of its facilities hereunder.

Section 6. Access Over Escambia County Rights-of-Way; Location of Grantee's Facilities. Grantee's facilities for the provision of natural gas services shall be located or relocated and so erected as to interfere as little as possible with traffic over Grantor's rights-of-way, including streets, alleys, bridges, and public places within the Franchise Territory, and with reasonable egress from and ingress to abutting property. Grantee further agrees that it will not create any obstructions or conditions in the exercise of this franchise that is or may become dangerous to the traveling public.

Grantee shall repair any damage or injury to the road or highway by reason of the exercise of the privileges granted by this franchise and shall repair any road, highway, easement, or other right-of-way promptly, restoring such road, highway, easement, or other right-of-way to a condition at least equal to that which existed immediately prior to the infliction of such damage or injury.

The location or relocation of all facilities shall be made under the supervision and with the approval of such representatives as the governing body for Grantor may designate for the purpose, but not so as to unreasonably interfere with the proper operation of the Grantee's facilities and service. When any portion of a right-of-way is excavated by Grantee for the purpose of locating, relocating, repairing, or removing any of its facilities, including, but not limited to, any system of works, pipes, pipelines, and all necessary apparatus, machinery, structures, and appurtenances, Grantee shall, at its expense, replace the portion of the excavated right-of-way within a reasonable time and as soon practicable after such excavation.

Nothing herein shall be construed to make Grantor liable to Grantee for any cost or expense in connection with the construction, reconstruction, repair, or relocation of Grantee's works, pipes, pipelines, and any and all necessary apparatus, machinery, structures, and appurtenances thereto made necessary in Grantor's rights-of-way by the widening, grading, paving, or otherwise improving by Grantor of any of the present and future rights-of-way used or occupied by Grantee, except, however, Grantee shall be entitled to reimbursement of its costs as may be provided by law.

For purposes of this Ordinance, Grantor's rights-of-way include any present and future streets, avenues, alleys, highways, bridges, easements, and other public places and property located within the Franchise Territory.

Section 7. Modification and Termination of Franchise.

A. *Modification of Franchise.* This franchise may be amended or modified by written agreement of the parties hereto. Any written agreement to amend or modify this franchise must be adopted by majority vote of the governing bodies for Grantor and Grantee.

B. *Termination of Franchise.* Failure by the Grantee to comply in any substantial respect with any of the provisions, terms, or requirements of this Ordinance shall be grounds for forfeiture of this franchise, but no such forfeiture shall take effect if the reasonableness and propriety thereof is timely protested and satisfactorily addressed or until a court of competent jurisdiction shall have found that the Grantee has failed to comply in any substantial respect with any of the provisions, terms, or requirements of this Ordinance. Both the Grantor and the Grantee reserve the right of appeal of such court findings. The Grantee shall have six (6) months after the final determination of the question to make restitution or make good the default or failure before forfeiture may result.

The Grantor, in its discretion, may grant additional time to the Grantee for restitution and compliance as may be appropriate under the circumstances.

Section 8. Modification of Franchise Fees. The franchise fees provided for in Section 4, above, may be periodically reviewed and changed by a reasonable amount provided that, if there are other utility companies with current franchises from the Grantor, such review shall not occur at intervals any more frequent than undertaken for such other utility companies franchised by Grantor. Grantor shall give written notice to Grantee of its intention to consider changing the franchise fee, whereupon Grantor and Grantee shall commence negotiations to agree upon a reasonable fee.

Grantor further agrees that if during the term of this franchise, the Grantor enters into a franchise with any other utility or utility company which provides for payments of franchise fees at a lower percentage rate (or, if not expressed by a percentage rate, effectively a lower percentage rate) than the rate provided for herein, then the Grantor agrees, upon request of the Grantee, to amend this franchise to provide for payments of franchise fees at the lower percentage rate, and such amended franchise shall also include benefits to Grantee at least equal to those provided by Grantor's franchise agreement or agreements with such other utilities.

The obligation to pay such franchise fee shall be independent of any other entity's payment of franchise fees or obligation to pay such fees, except that the Grantee shall not be obligated to pay a franchise fee to the Grantor during any period within which Gulf Power Company, or its successors or assigns, does not pay a franchise fee to the Grantor. The Grantee's obligation to pay a franchise fee is concurrent with that of Gulf Power, or its successors or assigns, and that in the event Gulf Power, or its successors or assigns, stops paying a franchise fee and later resumes payment, the Grantee will likewise resume payment concurrently with Gulf Power, or its successors or assigns, upon the same terms set out in this Ordinance. Upon expiration or termination of this Ordinance, each party's legal position and status shall be as if this Ordinance had never been adopted.

Section 9. 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 effect the validity of the remaining portions of this Ordinance.

Section 10. Consideration. Consideration for the grant of this franchise are the mutual covenants, conditions, and privileges provided herein, including, but not limited to, Grantor's authorization of Grantee's access to Grantor's rights-of-way within the Franchise Territory and expenditures made by Grantee in reliance thereupon, Grantee's collection and remittance of franchise fees to Grantor, and the benefits to be enjoyed by the residents and inhabitants of, and visitors to, the Franchise Territory.

Section 11. Acceptance by Grantee. As a condition precedent to this Ordinance taking effect, Grantee shall file its acceptance hereof with the Escambia County Clerk of

the Court within sixty (60) days after acceptance of this franchise by majority vote of the governing body of Grantee and filing with the Department of State as required by law, and thereupon this Ordinance shall take effect upon receipt of official acknowledgment that this Ordinance has been filed with that office. This Ordinance and Grantee's acceptance of it shall be filed as an interlocal agreement with the Escambia County Clerk of Court.

NOW AND ENACTED this _____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency

By: [Signature]

Title: ASST. COUNTY ATTORNEY

Date: MARCH 18, 2014

(SEAL)

ENACTED: _____

FILED WITH DEPARTMENT OF STATE: _____

EFFECTIVE:

EXHIBIT "A"

FRANCHISE TERRITORY

The unincorporated area of the following portion of northern Escambia County, Florida:

Begin at a point, where the Escambia/Concuh River intersects with the Alabama-Florida State line and go west along the Alabama-Florida State line to the Northeast corner of Section 34, Township 6 North, Range 33 West. Thence go South along the East line of Section 34, Township 6 North, Range 33 West and continue South along the East line of Sections 3, 10, 15, 22, 27, and 34, Township 5 North, Range 33 West, continuing further South along the East lines of Sections 3, 10, 15, 22 and 27, Township 4 North, Range 33 West, to the Southeast corner of Section 27, Township 4 North, Range 33 West. From this point go East along the South lines of Sections 26 and 25, Township 4 North, Range 33 West, continuing East along the South lines of Sections 30, 29, 28, 39, 27, 26 and 25, Township 4 North, Range 32 West, continuing further East along the South lines of Sections 30, 29, 28, 27 and 38 to the West bank of the Escambia River. Thence go Northerly along said West bank of said Escambia River to a point where said Escambia River intersects with the Alabama-Florida State line, which is the point of beginning.

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared Virginia Hollingsworth who, on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

Notice of Intent to Adopt a County Ordinance

Was published in said newspaper in the issue(s) of:

April 12 2014

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County, Florida, and that the said newspaper has heretofore been published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 14th Day of April, 2014, by Virginia Hollingsworth, who is personally known to me.

Virginia Hollingsworth Affiant

Nikki E. Nichols Notary Public

NIKKI E. NICHOLS
Notary Public-State of FL
Comm. Exp. Aug. 01, 2016
Comm. No EE 215743

NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on **Tuesday, April 29, 2014 at 8:31 p.m.** in the BCC Meeting Room, Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, GRANTING UNTO THE TOWN OF CENTURY, FLORIDA, AN EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE A NATURAL GAS DISTRIBUTION SYSTEM IN THAT PORTION OF ESCAMBIA COUNTY, FLORIDA, FOR WHICH A FRANCHISE WAS PREVIOUSLY GRANTED IN 1998 TO THE TOWN OF CENTURY; ESTABLISHING A FRANCHISE FEE; REQUIRING INDEMNIFICATION; GRANTING ACCESS TO ESCAMBIA COUNTY RIGHTS-OF-WAY; PROVIDING FOR MODIFICATION AND TERMINATION; IDENTIFYING CONSIDERATIONS; REQUIRING ACCEPTANCE BY THE TOWN OF CENTURY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Ernie Lee Magaha Government Building, Deputy Clerk's Office, 221 Palafox Place, Suite 130.

Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Angela Crawley, Program Coordinator, County Administration (880) 595-4900 at least seven days prior to the date of hearing.

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

Legal No. 1622134 TT April 12, 2014



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5947

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 04/29/2014

Issue: Fiscal Year 2013/2014 Grant Application for Federal Transit Administration 5307 Funding for Planning and Capital Assistance for Mass Transit Projects

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of the Fiscal Year 2013/2014 Grant Application for FTA 5307 funding for planning and capital assistance for mass transit projects for ECAT.

Recommendation: That the Board take the following action concerning the Fiscal Year 2013/2014 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding:

- A. Conduct the Public Hearing for the purpose of receiving comments from the general public on the Grant Application for \$3,066,380 in Federal assistance on mass transit projects;
- B. Approve, or amend and approve, the Grant Application after receiving comments at the Public Hearing;
- C. Adopt the Resolution authorizing the Chairman or County Administrator to execute all appropriate documents for the processing and receipt of Federal funds from the FTA; and
- D. Authorize the ECAT General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management (TEAM) System.

[The Fiscal Year 2013/2014 Capital Grant Application has been included in the approved Fiscal Year 2014 County Budget]

BACKGROUND:

Federal Transit Administration (FTA) guidelines require that all applications for financial assistance from FTA be submitted after a public hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 1998, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the Transportation Electronic Award and Management (TEAM) System.

The FTA publishes apportionments once every year and ECAT's apportionment for FY 13/14 sections 5307 funds amounts to \$ 3,066,380. ECAT recommends that Escambia County applies for this apportionment by approving this application for the below Program of Projects.

PROGRAM OF PROJECTS

The Project Budget was developed in accordance with the latest Pensacola Urbanized Area Transportation Improvement Plan Update adopted by the Florida-Alabama Transportation Planning Organization (TPO). The budget for this grant application follows:

Item	Project Cost
Preventative Maintenance	\$1,265,833
ADA	\$ 306,638
Project Administration	\$ 100,000
Apportionment for Alabama	\$ 55,828
Operating Assistance	\$ 186,081
Bus Replacements	\$1,090,000
Other Capital Items (security + shelters)	\$ 62,000
Total Budget	\$3,066,380

This recommended program of projects is based on the following:

Preventive Maintenance: In order to maximize the amount of operating funds available to Escambia County, it is recommended that the entire expected maintenance budget is requested to be reimbursed from the Federal Transit Administration. Escambia County requested a reimbursement of \$1,224,199 for preventive maintenance expenses for FY12/13.

ADA: 10% of the grant amount is eligible for ADA reimbursement.

Project Administration: In order to maximize the amount of operating funds available to Escambia County, it is recommended that all expected costs for project management are requested to be reimbursed from the Federal Transit Administration. The reimbursement of project management expenses for First Transit staff managing FTA projects enables Escambia County to partially offset the yearly management fee paid to First Transit.

Apportionment for Alabama: The FTA apportionment specifies that \$55,828 of the grant amount is for Alabama (Baldwin County). The FTA apportionment for Alabama amounted to \$31,621 for FY12/13.

Operating Assistance: In order to maximize the amount of operating funds available to Escambia County it is recommended that \$186,061 of operating assistance is requested to be reimbursed from the Federal Transit Administration. The reimbursement of operating expenses helps Escambia County fund the Transit system.

Bus Replacements: It is recommended that the County use these funds to replace buses. ECAT's vehicle replacement plan is enclosed. It outlines that 11 buses have already been ordered. These 11 buses will replace the 11 buses highlighted in yellow. Once these buses are received, there are still 4 buses that are older than 10 years (the expected service life of these

vehicles). These buses are highlighted in red and it is recommended that these buses be replaced using 5307 funds. Also, 6 additional vehicles will reach their expected service life by 2016. The Comprehensive Operational Analysis will provide recommendations as to which types of vehicles should be replacing these vehicles.

Other Capital Items: FTA regulations require that 1% of the grant amount be used for security and that 1% is used for transit enhancements. As a result, it is recommended that \$31,000 be used for security, and that an additional \$31,000 be used for bus shelters. Both Escambia County and ECAT have made it a priority to order new shelters to upgrade the transit system's image. Including funding for bus shelters in this grant will assist in this process. ECAT will recommend using 5339 grant funds for bus shelters in addition to the funds included in this grant application.

This proposed Program of Projects, including any amendments, becomes the final Program of Projects when approved by the Board of County Commissioners after receiving comments at the scheduled public hearing.

The Program of Projects was conveyed to the Mass Transit Advisory Committee (MTAC) during the meeting on April 9, 2014 with no comments.

BUDGETARY IMPACT:

The FY 13/14 Capital Grant Application has been included in the approved FY 2014 County Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The required FY 2014 Certifications and Assurances have been filed electronically with the FTA. Kristin Hual, Assistant County Attorney, reviewed and approved the resolution as to form and legal sufficiency.

PERSONNEL:

No additional personnel will be required by ECAT.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board of County Commissioners Comprehensive Plan – Mass Transit Element.

IMPLEMENTATION/COORDINATION:

ECAT personnel will electronically file all required documentation. ECAT staff will coordinate all necessary funding activities covered by this grant application with FTA, FDOT, and Escambia County Transportation and Traffic Operations.

Attachments

5307 Grant App

Resolution

5307 BCC Approval FY12/13

Vehicle Replacement Plan

DOT**FTA**

U.S. Department of Transportation

Federal Transit Administration

Application

Recipient ID:	1092
Recipient Name:	ESCAMBIA CO BD OF COMMISSIONERS
Project ID:	FL-90-X000
Budget Number:	1 - Budget Pending Approval
Project Information:	FY2014 CAPITAL PROJECTS FUNDING INC

Part 1: Recipient Information

Project Number:	FL-90-X000
Recipient ID:	1092
Recipient Name:	ESCAMBIA CO BD OF COMMISSIONERS
Address:	221 PALAFOX PLACE SUITE 400, PENSACOLA, FL 32502 1591
Telephone:	(850) 595-3228
Facsimile:	(850) 595-3222

Union Information

Recipient ID:	1092
Union Name:	AMALGAMATED TRANSIT UNION, LOCAL 1395
Address 1:	3300 North Pace Boulevard
Address 2:	Suite 326
City:	Pensacola, FL 32505
Contact Name:	Mike Lowery
Telephone:	(850) 341-4068
Facsimile:	(850) 433-0596
E-mail:	atu1395@aol.com
Website:	

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$3,266,418
---------------	-------	---------------------	-------------

Project Number:	FL-90-X000	Adjustment Amt:	\$0
Project Description:	FY2014 CAPITAL PROJECTS FUNDING INC	Total Eligible Cost:	\$3,266,418
Recipient Type:	County Agency	Total FTA Amt:	\$3,066,380
FTA Project Mgr:	Richelle Gosman 404-865-5478	Total State Amt:	\$0
Recipient Contact:	Kim Hansen 850-595-3228 ext. 217	Total Local Amt:	\$200,038
New/Amendment:	New	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20507	Special Condition:	None Specified
Sec. of Statute:	5307-2	S.C. Tgt. Date:	None Specified
State Appl. ID:	n/a	S.C. Eff. Date:	None Specified
Start/End Date:	Jul. 01, 2014 - Jun. 30, 2016	Est. Oblig Date:	None Specified
Recvd. By State:		Pre-Award Authority?:	Yes
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Jul. 24, 2013		
Program Page:	583		
Application Type:	Electronic		
Supp. Agreement?:	Yes		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
129570	PENSACOLA, FL-AL

Congressional Districts

State ID	District Code	District Official
12	1	Jeff Miller

Project Details

Escambia County, FL requests FY2014 Capital Assistance using 5307 funds allocated in FY 2014. Requested funds total \$ 3,066,380.

This application is for all 5307 funds apportioned to Pensacola for FY2014.

Escambia will use these funds for preventive maintenance, ADA, project administration, operating assistance, rolling stock, transportation planning, bus shelters and security purposes.

The requested operating assistance will be matched 50/50 by funds from Escambia County's gasoline tax fund.

A copy of a Florida Department of Transportation letter, authorizing the use of \$ 706,118 in toll revenue credits as a soft match for all capital related items included in this FY14 application has been enclosed as an attachment to this application.

ADA Paratransit service is currently provided through a service contract with Pensacola Bay Transportation, the local Community Transportation Coordinator (CTC) designated by the TPO as a result of a competitive procurement in accordance with Chapter 427 of Florida Statutes.

ECAT employees are represented by Local 1395 of the Amalgamated Transit Union.

Projects are included in STIP Dated 07/24/2013 project # 4222582 on page 580 and project # 4309953 on page 583. These pages are included with this application.

Earmarks

No information found.

Security

Yes – We will expend 1% or more of the 5307 funds in this grant application for security purposes. Please list security-related projects in the project budget and summarize them in the non-add scope code 991.

Part 3: Budget

Project Budget

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
117-00 OTHER CAPITAL ITEMS (BUS)	3	\$1,672,471.00	\$1,672,471.00
<u>ACTIVITY</u>			
11.7A.00 PREVENTIVE MAINTENANCE	1	\$1,265,833.00	\$1,265,833.00
11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	1	\$306,638.00	\$306,638.00
11.79.00 PROJECT ADMINISTRATION	1	\$100,000.00	\$100,000.00
<u>SCOPE</u>			
442-00 METROPOLITAN PLANNING	0	\$55,828.00	\$69,785.00
<u>ACTIVITY</u>			

44.23.01 LONGTERM TRANS PLAN - SYSTEM LEVEL	0	\$55,828.00	\$69,785.00
<u>SCOPE</u>			
111-00 BUS - ROLLING STOCK	4	\$1,090,000.00	\$1,090,000.00
<u>ACTIVITY</u>			
11.12.03 BUY REPLACEMENT 30-FT BUS	3	\$960,000.00	\$960,000.00
11.12.04 BUY REPLACEMENT <30 FT BUS	1	\$130,000.00	\$130,000.00
<u>SCOPE</u>			
119-00 Bus Associated Transit Improvements	0	\$31,000.00	\$31,000.00
<u>ACTIVITY</u>			
11.92.02 PURCHASE BUS SHELTERS	0	\$31,000.00	\$31,000.00
<u>SCOPE</u>			
114-00 BUS: SUPPORT EQUIP AND FACILITIES	1	\$31,000.00	\$31,000.00
<u>ACTIVITY</u>			
11.42.09 ACQUIRE - MOBILE SURV/SECURITY EQUIP	1	\$31,000.00	\$31,000.00
<u>SCOPE</u>			
300-00 OPERATING ASSISTANCE	1	\$186,081.00	\$372,162.00
<u>ACTIVITY</u>			
30.09.01 UP TO 50% FEDERAL SHARE	1	\$186,081.00	\$372,162.00
Estimated Total Eligible Cost:			\$3,266,418.00
Federal Share:			\$3,066,380.00
Local Share:			\$200,038.00

OTHER (Scopes and Activities not included in Project Budget Totals)

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
991-00 SECURITY EXPENDITURES	1	\$31,000.00	\$31,000.00
<u>ACTIVITY</u>			
11.42.09 ACQUIRE - MOBILE SURV/SECURITY EQUIP	1	\$31,000.00	\$31,000.00

No Amendment Funding Source information is available for the selected project**Alternative Fuel Codes**

11.12.03	BUY REPLACEMENT 30-FT BUS	Diesel Fuel
11.12.04	BUY REPLACEMENT <30 FT BUS	Diesel Fuel

Extended Budget Descriptions

11.7A.00	PREVENTIVE MAINTENANCE	1	\$1,265,833.00	\$1,265,833.00
<p>Will provide funding for Preventive Maintenance cost (labor and parts) for maintaining a 45 vehicle bus fleet. Funding will be used from October 1, 2013 through September 30, 2014. Escambia County has a force account plan.</p>				
11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	1	\$306,638.00	\$306,638.00
<p>Federal contribution to FY14 ADA Paratransit Service purchased from private provider under terms of Service Contract.</p> <p>ADA Paratransit service is currently provided through a service contract with Pensacola Bay Transportation, the local Community Transportation Coordinator (CTC) designated by the TPO as a result of a competitive procurement in accordance with Chapter 427 of Florida Statutes.</p> <p>The period of Service covered by this grant will be from October 1, 2013 to September 30, 2014.</p>				
11.79.00	PROJECT ADMINISTRATION	1	\$100,000.00	\$100,000.00
<p>Project Administration expenses associated with the oversight of FTA funded capital project activities.</p> <p>ECAT will have a project administrator to perform all federal grant responsibilities. Salary and fringe benefits estimated at \$ 60,000 annually and to include 2080 hours. Other cost include public advertisements estimated at \$ 2,000 for RFP and other solicitations, and wages of other personnel required for various grant oversight responsibilities such as NTD reporting, grant public hearing meetings and DBE and EEO reporting estimated at \$ 38,000 per year.</p>				
44.23.01	LONGTERM TRANS PLAN - SYSTEM LEVEL	0	\$55,828.00	\$69,785.00
<p>Baldwin County, Alabama would like to spend their funding on development of a transit plan for Baldwin County.</p>				
11.12.03	BUY REPLACEMENT 30-FT BUS	3	\$960,000.00	\$960,000.00
<p>Escambia County Area Transit would like to replace 3 30` Gillig`s with 3 30` EIDorado buses. We expect the useful life of this vehicle to be 12 years.</p>				

11.12.04	BUY REPLACEMENT <30 FT BUS	1	\$130,000.00	\$130,000.00
Escambia County Area Transit would like to use this funding to replace 1 30` Gillig bus with one 29` Champion Defender bus. The expected useful life for this vehicle is 5 years.				
11.92.02	PURCHASE BUS SHELTERS	0	\$31,000.00	\$31,000.00
Escambia County Area Transit plans on acquiring 5 new bus shelters. The expected useful life of these bus shelters is 15 years.				
11.42.09	ACQUIRE - MOBILE SURV/SECURITY EQUIP	1	\$31,000.00	\$31,000.00
Funding will be used for bus security improvements. If any item is acquired for over \$ 5,000, we expect the useful life of such equipment to be 5 years.				
30.09.01	UP TO 50% FEDERAL SHARE	1	\$186,081.00	\$372,162.00
In accordance with MAP21 and the `FTA section 5307 Operating Assistance Special Rule for FY2013 (Table 3A)`, Escambia County is eligible for applying for operating assistance. Escambia County area Transit is applying for operating assistance in the amount of \$ 186,081. This amount will be matched 50/50 with funding from Escambia County`s gasoline tax fund.				

Changes since the Prior Budget

No information found.

Part 4. Milestones

11.7A.00 PREVENTIVE MAINTENANCE 1 \$1,265,833 \$1,265,833

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Capital Preventive Maintenance	Sep. 30, 2014
	Capital cost of transit system preventive maintenance program from October 1, 2013 to September 30, 2014. Use of Florida Toll Revenue credits as local match authorized for this project. Federal contribution estimated at \$ 1,265,833. Preventive maintenance includes personnel and material cost for maintenance of revenue vehicles and other maintenance cost as defined by the NTDB instructions and reported in the annual NTD report.	
2.	Final Expenditure	Nov. 30, 2014
	As all preventive maintenance expenses will be incurred by 9/30/2014, we expect to request funding no later than November 30, 2014.	

11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE 1 \$306,638 \$306,638

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	ADA Paratransit	Sep. 30, 2014
	Mandatory ADA Paratransit Service throughout ECAT service area. Service provided through BCC contract with local provider.	
2.	Final Expenditure	Nov. 30, 2014
	As all expenses for ADA Paratransit Services will be incurred by September 30, 2014 we expect to request funding no later than November 30, 2014	

11.79.00 PROJECT ADMINISTRATION 1 \$100,000 \$100,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Project Administration	Sep. 30, 2014
	ECAT plans to have a project administrator to perform all federal grant responsibilities. Salary and fringe benefits estimated at \$ 60,000 annually and to include 2,080 hours. Other cost include public advertisements estimated at \$ 2,000 for RFP and other obligations, and wages of other personnel required for various grant oversight responsibilities such as NTD reporting, grant public hearing meetings and DBE and EEO reporting estimated at \$ 38,000	
2.	Final Expenditure	Nov. 30, 2014
	As all expenses for Project Administration will be incurred by September 30, 2014 we expect to request funding no later than November 30, 2014	

11.12.03 BUY REPLACEMENT 30-FT BUS 3 \$960,000 \$960,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB OUT FOR BID	Oct. 30, 2014
	ECAT plans on replacing three 30' Gillig buses with three 30' EIDorado buses.	
2.	CONTRACT AWARDED	Feb. 28, 2015
3.	FIRST VEHICLE DELIVERED	Feb. 28, 2016
4.	ALL VEHICLES DELIVERED	Mar. 31, 2016
5.	CONTRACT COMPLETE	Jun. 30, 2016

11.12.04 BUY REPLACEMENT <30 FT BUS 1 \$130,000 \$130,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB OUT FOR BID	Oct. 30, 2014
2.	CONTRACT AWARDED	Feb. 28, 2015
3.	FIRST VEHICLE DELIVERED	Feb. 28, 2016

4.	ALL VEHICLES DELIVERED	Feb. 28, 2016
5.	CONTRACT COMPLETE	Jun. 30, 2016

11.42.09 ACQUIRE - MOBILE SURV/SECURITY EQUIP 1 \$31,000 \$31,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Mar. 31, 2015
	ECAT expects to acquire various items to improve security throughout all ECAT services.	
2.	Contract Award	Jun. 30, 2015
3.	Contract Complete	Sep. 30, 2015

30.09.01 UP TO 50% FEDERAL SHARE 1 \$186,081 \$372,162

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Sep. 30, 2014
	ECAT is requesting operating assistance in the amount of \$ 186,081 and will request reimbursement of this amount by November 30, 2014 . As all operating expenses will be incurred by September 30, 2014, we expect to request funding no later than November 30, 2014.	
2.	Final Expenditure	Nov. 30, 2014
	ECAT is requesting operating assistance in the amount of \$ 186,081 and will request reimbursement of this amount by November 30th, 2014. As all operating expenses will be incurred by September 30, 2014, we expect to request funding no later than November 30, 2014.	

11.42.09 ACQUIRE - MOBILE SURV/SECURITY EQUIP 1 \$31,000 \$31,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Mar. 31, 2015
2.	Contract Award	Jun. 30, 2015
3.	Contract Complete	Sep. 30, 2015

Part 5. Environmental Findings

117A00 PREVENTIVE MAINTENANCE 1 \$1,265,833 \$1,265,833

Finding No. 1 - Class II(c)

C07 - Acquisition, maintenance of vehicles / equipment

Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

117C00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	1	\$306,638	\$306,638
---	----------	------------------	------------------

Finding No. 1 - Class II(c)**C05 - Action promoting safety, security, accessibility**

Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

117900 PROJECT ADMINISTRATION	1	\$100,000	\$100,000
--------------------------------------	----------	------------------	------------------

Finding No. 1 - Class II(c)**C04 - Planning and administrative activity**

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

300901 UP TO 50% FEDERAL SHARE	1	\$186,081	\$372,162
---------------------------------------	----------	------------------	------------------

Finding No. 1 - Class II(c)**C04 - Planning and administrative activity**

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

114209 ACQUIRE - MOBILE SURV/SECURITY EQUIP	1	\$31,000	\$31,000
--	----------	-----------------	-----------------

Finding No. 1 - Class II(c)**C05 - Action promoting safety, security, accessibility**

Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

114209 ACQUIRE - MOBILE SURV/SECURITY EQUIP	1	\$31,000	\$31,000
--	---	----------	----------

Finding No. 1 - Class II(c)**C05 - Action promoting safety, security, accessibility**

Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

111203 BUY REPLACEMENT 30-FT BUS	3	\$960,000	\$960,000
----------------------------------	---	-----------	-----------

Finding No. 1 - Class II(c)**C06 - Acquisition, transfer of real property interest**

Acquisition or transfer of an interest in real property that is not within or adjacent to recognized environmentally sensitive areas (e.g., wetlands, non-urban parks, wildlife management areas) and does not result in a substantial change in the functional use of the property or in substantial displacements, such as: acquisition for scenic easements or historic sites for the purpose of preserving the site. This CE extends only to acquisitions and transfers that will not limit the evaluation of alternatives for future FTA-assisted projects that make use of the acquired or transferred property.

111204 BUY REPLACEMENT <30 FT BUS	1	\$130,000	\$130,000
-----------------------------------	---	-----------	-----------

Finding No. 1 - Class II(c)**C06 - Acquisition, transfer of real property interest**

Acquisition or transfer of an interest in real property that is not within or adjacent to recognized environmentally sensitive areas (e.g., wetlands, non-urban parks, wildlife management areas) and does not result in a substantial change in the functional use of the property or in substantial displacements, such as: acquisition for scenic easements or historic sites for the purpose of preserving the site. This CE extends only to acquisitions and transfers that will not limit the evaluation of alternatives for future FTA-assisted projects that make use of the acquired or transferred property.

119202 PURCHASE BUS SHELTERS	0	\$31,000	\$31,000
------------------------------	---	----------	----------

Finding No. 1 - Class II(c)**C05** - Action promoting safety, security, accessibility

Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

442301 LONGTERM TRANS PLAN - SYSTEM LEVEL	0	\$55,828	\$69,785
--	---	----------	----------

Finding No. 1 - Class II(c)**C04** - Planning and administrative activity

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Part 6: Fleet StatusFixed Route

		<u>Before</u>	<u>Change</u>	<u>After</u>
I.	Active Fleet			
	A. Peak Requirement	32	-1	31
	B. Spares	14	0	14
	C. Total (A+B)	46	-1	45
	D. Spare Ratio (B/A)	43.75%	0.00%	45.16%
II.	Inactive Fleet			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
III.	Total (I.C and II.C)	46	-1	45

Fleet includes 47 Gillig transit vehicles, mixed 30-34'. Includes 10 vehicles purchased in 2010

with the ARRA funding. Fleet also includes 7 replica trolley buses.

Paratransit

		<u>Before</u>	<u>Change</u>	<u>After</u>
I.	Active Fleet			
	A. Peak Requirement	5	0	5
	B. Spares	0	0	0
	C. Total (A+B)	5	0	5
	D. Spare Ratio (B/A)	0.00%	0.00%	0.00%
II.	Inactive Fleet			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
III.	Total (I.C and II.C)	5	0	5

Part 7. FTA Comments

No information found.

Part 8: Results of Reviews

The reviewer did not find any errors

RESOLUTION NUMBER R2014 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSPORTATION ASSISTANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects and budget; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including a provision by it of the local share of project costs in the program; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements there under; and

WHEREAS, it is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with these projects, and that definite procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

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

SECTION 1. That the above recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Chairman of the Escambia County Board of County Commissioners or the County Administrator is authorized to execute and file applications on behalf of Escambia County with the U.S. Department of Transportation for aid in financing the planning and capital assistance program of projects and budget (FY13/14) pursuant to Title 49, United States Code, Chapter 53.

SECTION 3. That the County Administrator is authorized to execute and file with such applications an assurance or any other document required by the U.S. Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

SECTION 4. That the General Manager, Escambia County Area Transit, is authorized to file the Grant Application, Execution, and any amendments or other documents required by the U.S. Department of Transportation for the administration of this grant

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

9. 5:31 p.m. Public Hearing 

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, taking the following action concerning the Fiscal Year 12/13 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding; FTA guidelines require that all applications for financial assistance from FTA be submitted after a Public Hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects; effective January 1, 1998, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the Federal Transportation Electronic Award and Management System (TEAM) System:

- A. Conducting the Public Hearing for the purpose of receiving comments from the general public on the Grant Application for \$1,444,671 in Federal assistance on mass transit projects;
- B. Approving the Grant Application;
- C. Adopting the Resolution (*R2013-43*) authorizing the Chairman or County Administrator to execute all appropriate documents for the processing and receipt of Federal funds from the FTA regarding this Grant; and
- D. Authorizing the ECAT General Manager to file the Grant Application and Grant Award Execution via the Federal TEAM System, using the authorized passwords for the Chairman and the County Administrator, where necessary.

Speaker(s) – None.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4058

Public Hearings 9.

BCC Regular Meeting

Meeting Date: 04/18/2013

Issue: FY 12/13 Federal Transit Administration (FTA) 5307 Grant Application by ECAT for Mass Transit Project Funding

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

A handwritten signature in black ink, appearing to read "George Jones".

RECOMMENDATION:

5:31 p.m. Public Hearing concerning the Fiscal Year 12/13 Federal Transit Administration 5307 Grant Application by ECAT for mass transit project funding.

Recommendation: That the Board take the following action concerning the Fiscal Year 12/13 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding:

- A. Conduct the Public Hearing for the purpose of receiving comments from the general public on the Grant Application for \$1,444,671 in Federal assistance on mass transit projects;
- B. Approve, or amend and approve, the Grant Application, after receiving comments at the Public Hearing;
- C. Adopt the Resolution authorizing the Chairman or County Administrator to execute all appropriate documents for the processing and receipt of Federal funds from the FTA regarding this Grant; and
- D. Authorize the ECAT General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management System (TEAM), using the authorized passwords for the Chairman and the County Administrator, where necessary.

Federal Transit Administration (FTA) guidelines require that all applications for financial assistance from FTA be submitted after a Public Hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 1998, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the TEAM System.

BACKGROUND:

Federal Transit Administration (FTA) guidelines require that all applications for financial assistance from FTA be submitted after a Public Hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 1998, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the TEAM System.

PROGRAM OF PROJECTS

The Project budget was developed in accordance with the latest Pensacola Urbanized Area Transportation Improvement Plan Update adopted by the Florida-Alabama Transportation Planning Organization (TPO). The budget for this Grant Application follows:

Items	Project Cost
Preventative Maintenance	\$809,199
ADA	\$144,467
Project Administration	\$ 50,000
Other Capital Expenditures	\$441,005
Total Budget	\$1,444,671

This proposed Program of Projects, including any amendments, becomes the final Program of Projects when approved by the Board of County Commissioners after receiving comments at the scheduled public hearing.

BUDGETARY IMPACT:

The FY 12/13 Capital Grant Application has been included in the approved FY 12/13 County Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The required Certifications and Assurances have been filed electronically with the FTA. Kristin Hual, Assistant County Attorney, reviewed and approved the resolution as to form and legal sufficiency on March 22, 2013.

PERSONNEL:

No additional personnel will be required by ECAT.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board of County Commissioners Comprehensive Plan - Mass Transit Element.

IMPLEMENTATION/COORDINATION:

ECAT personnel will electronically file all required documentation. ECAT staff will coordinate with FTA, FDOT, and Transportation and Traffic Operations for all necessary funding activities covered by this grant application.

Attachments

Grant Application
Resolution

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

12. 5:33 p.m. Public Hearing 

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried 4-0, with Commissioner Robertson absent, adopting an Ordinance (*Number 2013-31*) amending Chapter 42, Article III, Sections 42-61 through 42-70, of the Escambia County Code of Ordinances, relating to noise; this amendment establishes findings regarding the unique nature of Santa Rosa Island (Pensacola Beach) and the Perdido Key areas of the County, which have decibel-based noise regulations, and establishes an amended reasonable person standard for all other areas of the County, as defined in the Ordinance, and approving to "ask the Santa Rosa Island Authority to evaluate the single-family residential areas and to also ask that they look at where the noise will be taken from."

Speaker(s):

Horace Human
Jim Leslie
Ray Ascherfeld
Carol Ascherfeld
Jim Cox

13. 5:34 p.m. Public Hearing 

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried 4-0, with Commissioner Robertson absent, taking the following action concerning the Fiscal Year 2012/2013 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding:

- A. Conducting the Public Hearing for the purpose of receiving comments from the general public on the Grant Application for \$1,564,231 in Federal assistance on mass transit projects;
- B. Approving the Grant Application, after receiving comments at the Public Hearing;
and

(Continued on Page 8)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

13. Continued...

- C. Authorizing the ECAT General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management (TEAM) System, using the authorized passwords for the Chairman and County Attorney where necessary, as authorized by Resolution R2013-43, approved by the Board of County Commissioners on April 18, 2013 (the Fiscal Year 2012/2013 Capital Grant Application is included in the approved Fiscal Year 2013/2014 County Budget).

Speaker(s) – None.

14. 5:35 p.m. TEFRA Public Hearing – Dropped ►

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried 4-0, with Commissioner Robertson absent, dropping the recommendation that the Board take the following action concerning the issuance by Capital Trust Agency (the “Agency”) of not-to-exceed \$55,000,000 Revenue Bonds (herein, the “Bonds”), on behalf of Provident Group – East Village Properties LLC, a limited liability company of the State of Delaware, or one of its affiliates (herein, the “Borrower”), for financing or refinancing the Series 2013 Project (the Bonds are not issued by the County and will not obligate the credit of the County or the Agency or pose any obligation or liability for the County or the Agency):

- A. Ratify the scheduling of the 5:35 p.m. Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing, and advertising of the Notice of Public Hearing, for consideration of authorizing the issuance of the Bonds; and
- B. Adopt, and authorize the Chairman to execute, the Resolution authorizing the issuance of the Bonds by the Agency upon the terms established therein.

Speaker(s) – None.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4644

Public Hearings 13.

BCC Regular Meeting

Meeting Date: 07/25/2013

Issue: 5:34 p.m. Public Hearing Concerning the Fiscal Year 12/13 Federal Transit Administration 5307 Grant Application

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

Organization: Public Works

CAO Approval:

A handwritten signature in cursive script, appearing to read "George Swan", is written over a horizontal line.

RECOMMENDATION:

5:34 p.m. Public Hearing concerning the Fiscal Year 2012/2013 Federal Transit Administration 5307 Grant Application.

Recommendation: That the Board take the following action concerning the Fiscal Year 2012/2013 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding:

A. Conduct the Public Hearing for the purpose of receiving comments from the general public on the Grant Application for \$1,564,231 in Federal assistance on mass transit projects;

B. Approve the Grant Application, after receiving comments at the Public Hearing; and

C. Authorize the Escambia County Area Transit (ECAT) General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management (TEAM) System, using the authorized passwords for the Chairman and County Attorney where necessary, as authorized by Resolution R2013-43, approved by the Board of County Commissioners on April 18, 2013.

[The Fiscal Year 2012/2013 Capital Grant Application is included in the approved Fiscal Year 2013/2014 County Budget]

BACKGROUND:

Federal Transit Administration (FTA) guidelines require that all applications for financial assistance from FTA be submitted after a public hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 1998, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the Transportation Electronic Award and Management (TEAM) System.

The FTA publishes apportionments two times every year, and ECAT has already applied for the first half of the FY 12/13 5307 grant. ECAT recommends that Escambia County apply for the remaining half of the FY 12/13 5307 grant by approving this application for the Program of Projects.

PROGRAM OF PROJECTS

The Project Budget was developed in accordance with the latest Pensacola Urbanized Area Transportation Improvement Plan Update adopted by the Florida-Alabama Transportation Planning Organization (TPO). The the budget for this grant application follows:

Item	Project Cost
Preventive Maintenance	\$ 415,000
ADA	\$ 156,423
Project Administration	\$ 50,000
Operating Assistance	\$ 902,808
Other Capital Items	\$ 40,000
Total Budget	\$1,564,231

The first four items - Preventive Maintenance, ADA, Project Administration, and Operating Assistance - are all operating expenses and are necessary for ECAT to move forward with a balanced budget for FY 13/14. The two main strains on the Transit budget have been the \$1.5 M shortfall in the Service Development Grant (established by the previous management company) and the receipt of only 3/4 of the gas tax for FY 13/14 (funds begin in January 2014), with no supplement for the other 1/4 from the general fund.

The \$40K for Capitol items are \$20K for Security and \$20K for amenities (benches and shelters). Both are part of the FTA general guidelines which look for 1% of the grant be applied to security and 1% applied to amenities.

This proposed Program of Projects, including any amendments, becomes the final Program of Projects when approved by the Board of County Commissioners after receiving comments at the scheduled public hearing.

BUDGETARY IMPACT:

The FY 12/13 Capital Grant Application is included in the approved FY 13/14 County Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The required FY 12/13 Certifications and Assurances have been filed electronically with the FTA. Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution as to form and legal sufficiency on March 22, 2013. The Board approved the Resolution on April 18, 2013, as part of the initial grant application process.

PERSONNEL:

Additional personnel will not be required by ECAT.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board of County Commissioners Comprehensive Plan – Mass Transit Element.

IMPLEMENTATION/COORDINATION:

ECAT personnel will electronically file all required documentation and will coordinate with FTA, FDOT, and Transportation and Traffic Operations staff.

Attachments

Grant Application
Resolution

ECAT Fleet of Vehicles

MFG YR	MAKE	Fleet #	Model	Type	Vin. #	Lic. #	Lic. State	Life Miles	Status
ECAT BUSES									
Escambia	1996	9613	Gillig	30/96TBM11	15GCA2113T1087428	72702	FL	384737	Active
Escambia	1996	9614	Gillig	30/96TBM11	15GCA2115T1087429	151671	FL	416139	Active
Escambia	1996	9615	Gillig	30/96TBM11	15GCA2111T1087430	72703	FL	387106	Active
Escambia	1996	9616	Gillig	30/96TBM11	15GCA2113T1087431	151672	FL	397935	Active
Escambia	1996	9617	Gillig	30/96TBM11	15GCA2115T1087432	72701	FL	376562	Active
Escambia	1996	9618	Gillig	30/96TBM11	15GCA2110T1087113	151674	FL	367527	Active
Escambia	1996	9619	Gillig	30/96TBM11	15GCA2112T1087114	72704	FL	455444	Active
Escambia	1996	9620	Gillig	30/96TBM11	15GCA2114T1087115	151673	FL	413323	Active
Escambia	1998	9823	Gillig	M11-T30-96	15GCA211W1088846	126225	FL	486961	Active
Escambia	1998	9824	Gillig	M11-T30-96	15GCA2110W1088847	126226	FL	442271	Active
Escambia	1998	9825	Gillig	M11-T30-96	15GCA2112W1088848	126227	FL	497599	Active
Escambia	1999	9926	Gillig	PHANTOM	15GCB2112X1089299	164320	FL	446272	Active
Escambia	1999	9927	Gillig	PHANTOM	15GCB2115X1089300	164321	FL	469572	Active
Escambia	1999	9928	Gillig	PHANTOM	15GCB2117X1089301	164322	FL	425139	Active
Escambia	1999	9929	Gillig	PHANTOM	15GCB2119X1089302	164323	FL	510976	Active
Escambia	2006	0631	Gillig	G29E102R2	15GGE291161090830	TA0402	FL	388726	Active
Escambia	2006	0632	Gillig	G29E102R2	15GGE291361090831	TA0403	FL	373881	Active
Escambia	2006	0633	Gillig	G29E102R2	15GGE291561090832	TA0404	FL	367757	Active
Escambia	2006	0634	Gillig	G29E102R2	15GGE291761090833	TA0405	FL	385973	Active
Escambia	2006	0635	Gillig	G29E102R2	15GGE291961090834	TA0408	FL	390912	Active
Escambia	2006	0636	Gillig	G29E102R2	15GGE291061090835	TA0409	FL	383329	Active
Escambia	2007	0737	Gillig	G29E102R2	15GGE291171091282	TA4420	FL	339200	Active
Escambia	2007	0738	Gillig	G29E102R2	15GGE291371091283	TA4427	FL	350921	Active
Escambia	2007	0739	Gillig	G29E102R2	15GGE291571091284	TA4428	FL	340411	Active
Escambia	2007	0740	Gillig	G29E102R2	15GGE291771091285	TA4429	FL	339150	Active
Escambia	2007	0742	Gillig	G29E102R2	15GGE291071091287	TA4434	FL	353907	Active
Escambia	2010	1043	Gillig	G27E102N2	15GGE2710A1092080	161563	FL	163182	Active
Escambia	2010	1044	Gillig	G27E102N2	15GGE2710A1092081	214390	FL	174332	Active
Escambia	2010	1045	Gillig	G27E102N2	15GGE2710A1092082	164300	FL	160376	Active
Escambia	2010	1046	Gillig	G27E102N2	15GGE2710A1092083	160297	FL	170538	Active
Escambia	2010	1047	Gillig	G27E102N2	15GGE2710A1092084	164294	FL	145555	Active
Escambia	2010	1048	Gillig	G27E102N2	15GGE2710A1092085	164299	FL	137832	Active
Escambia	2010	1049	Gillig	G27E102N2	15GGE2710A1092086	164298	FL	149635	Active
Escambia	2010	1050	Gillig	G27E102N2	15GGE2710A1092087	164297	FL	114176	Active
Escambia	2010	1051	Gillig	G27E102N2	15GGE2710A1092088	164290	FL	149176	Active
Escambia	2010	1052	Gillig	G27E102N2	15GGE2710A1092089	TA4433	FL	179601	Active
Escambia	2009	1001	GMC	C4500	1GBE4V1929F413105	158493	FL	167697	Active
Escambia	2009	1002	GMC	C4500	1GBE4V1959F413096	158494	FL	107567	Active



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6061

Public Hearings 11.

BCC Regular Meeting

Meeting Date: 04/29/2014

Issue: 5:33 p.m. Public Hearing: Schedule of Rates and Fees to be Imposed by County a Receiver for Innerarity Island Water and Wastewater System

From: Charles Peppler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing to allow for public comment on the proposed Schedule of Rates and Fees to be imposed by Escambia County, Florida, as Receiver for Innerarity Island Water and Wastewater Utility System.

Recommendation: That the Board hold the Public Hearing to allow public comment on the proposed Schedule of Rates and Fees for the operation of the Innerarity water and wastewater utility system to which Escambia County has been appointed Receiver.

BACKGROUND:

The Board at its April 10, 2014 meeting, approved the attached Schedule of Rates and Fees to be imposed on the customers of Innerarity Island water and wastewater utility system as well as scheduling a public hearing to allow for public input on the proposed rates and fees. The rates would go into effect on May 1, 2014, if, after the public hearing, no modifications are made to it.

The Public Notice was advertised in the April 18, 2014 edition of the *Pensacola News Journal*.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Charles V. Peppler, Deputy County Attorney, prepared the resolution adopted on April 10, 2014 and is representing County in the litigation, *Escambia County, FL v. Innerarity Island Development Corporation* (2014 CA 000237), in which County was appointed Receiver of the water and wastewater system.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The County Attorney's Office has been working with the County Administrator's Office, the Office of Management and Budget, the Public Works Department, and the Clerk of the Circuit Court and Comptroller's Office for the transfer of the water and wastewater system to the County as Receiver.

Attachments

Resolution R2014-28

RESOLUTION R2014-28

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA IMPOSING A SCHEDULE OF RATES AND FEES IN ORDER FOR ESCAMBIA COUNTY TO FULFILL ITS OBLIGATION AS A RECEIVER PURSUANT TO §367.165(2), FLA. STAT.; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to §367.165(2), Fla. Stat., and the Order entered by Hon. Jan Shackelford on March 21, 2014, the Board of County Commissioners has the authority and responsibility to set by resolution rates and fees for water and wastewater utility service; and

WHEREAS, the Board of County Commissioners will be entering into a Memorandum of Understanding with the City of Gulf Breeze for the operation of the Innerarity Water and Wastewater Utility System; and

WHEREAS, the Board of County Commissioners, has now determined that it is necessary and in the best interest of the health, safety and welfare of the public to impose a Schedule of Rates and Fees for water and wastewater service being provided to customers of the Innerarity Water and Wastewater Utility System as provided herein; and

WHEREAS, the Board of County Commissioners further finds that the new Schedule of Rates and Fees for water and wastewater service shall become effective on May 1, 2014.

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

Section 1. That the foregoing recitals are true and correct and incorporated herein by reference.

Section 2. That the following Schedule of Rates and Fees shall hereby be established as part of Escambia County fulfilling its obligations as Receiver pursuant to §367.165(2), Fla. Stat. and the Order appointing Escambia County as receiver entered on March 21, 2014 by Hon. Jan Shackelford:

Verified By: *D. Harris*
Date: 4/11/2014

SCHEDULE OF RATES AND FEES BEGINNING MAY 1, 2014

A. Residential Water and Wastewater Service

Monthly Bill Base Rate

Meter Size	Water Base Fee	Wastewater Base Fee	Base Fee for Both
3/4"	\$11.41	\$16.00	\$27.41
1"	\$20.13	\$28.15	\$48.28
1 1/2"	\$49.67	\$64.56	\$114.23
2"	\$79.72	\$102.09	\$181.81
3"	\$159.33	\$200.63	\$359.96
4"	\$238.94	\$296.75	\$535.69
6"	\$470.67	\$572.61	\$1,043.28

Per 1000 Gallons Charge

Water/1000 gallons	2.90
Wastewater/1000 gallons	4.10

B. Commercial Water and Wastewater Service

Monthly Bill Base Rate

Meter Size	Water Base Fee	Wastewater Base Fee	Base Fee for Both
3/4"	\$11.41	\$16.00	\$27.41
1"	\$20.13	\$28.15	\$48.28
1 1/2"	\$49.67	\$64.56	\$114.23
2"	\$79.72	\$102.09	\$181.81
3"	\$159.33	\$200.63	\$359.96
4"	\$238.94	\$296.75	\$535.69
6"	\$470.67	\$572.61	\$1,043.28

Per 1000 Gallons Charge

Water/1000 gallons	2.90
Wastewater/1000 gallons	4.10

C. Other Fees and Charges

- \$35.00 as deposit for residential water and wastewater service.
- \$75.00 as deposit for commercial water and wastewater service based on equivalent residential unit..
- \$25.00 for new service/new account.
- \$15.00 for added service.
- \$25.00 for disconnect and reconnect service.
- \$50.00 for after-hours reconnect
- \$35.00 payment by check returned for non-sufficient funds (NSF).

D. Miscellaneous

Any other fees and administrative charges as fixed and determined by City of Gulf Breeze as agent for Board of County Commissioners of Escambia County.

Section 3. That the foregoing approved Schedules of Rates and Fees for water and wastewater shall become effective on the 1st day of May, 2014.

Section 4. That the rates and fees provided herein shall be valid for a period of 120 days at which time the Board may adjust upwardly or downwardly as deemed appropriate.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Section 5. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 10th day of April, 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: Lumon J. May
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Lepore Crew
Deputy Clerk



BCO Approved: April 10, 2014

This document approved as to form and legal sufficiency.

By: Charles V. Pappas
Title: Deputy County Attorney
Date: April 9, 2014

Date Executed

April 10, 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-6015

Clerk & Comptroller's Report 12. 1.

BCC Regular Meeting

Consent

Meeting Date: 04/29/2014

Issue: Acceptance of February 2014 TDT Collections Data

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

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of February 2014 TDT Collections Data

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the February 2014 returns received in the month of March 2014, as prepared by the Finance Department of the Clerk of Court and Comptroller's Office: this is the sixth month of collections for the Fiscal Year 2013-2014; total collections for the February 2014 returns was \$381,358.82; this is a .78% increase over the February 2013 returns; total collections year to date are 1.91% more than the comparable time frame in Fiscal Year 2012-2013.

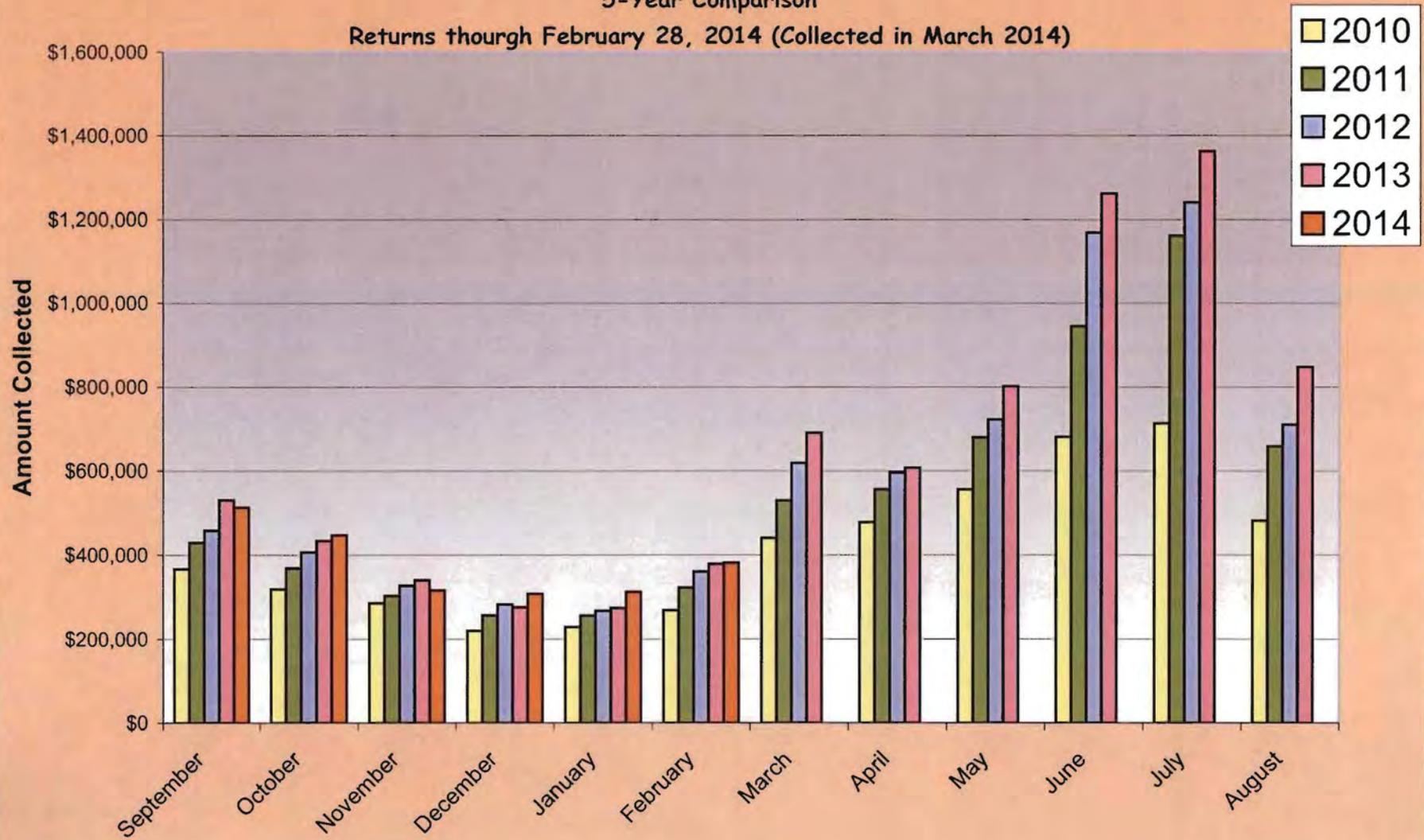
Attachments

February 2014 Returns Received in March 2014

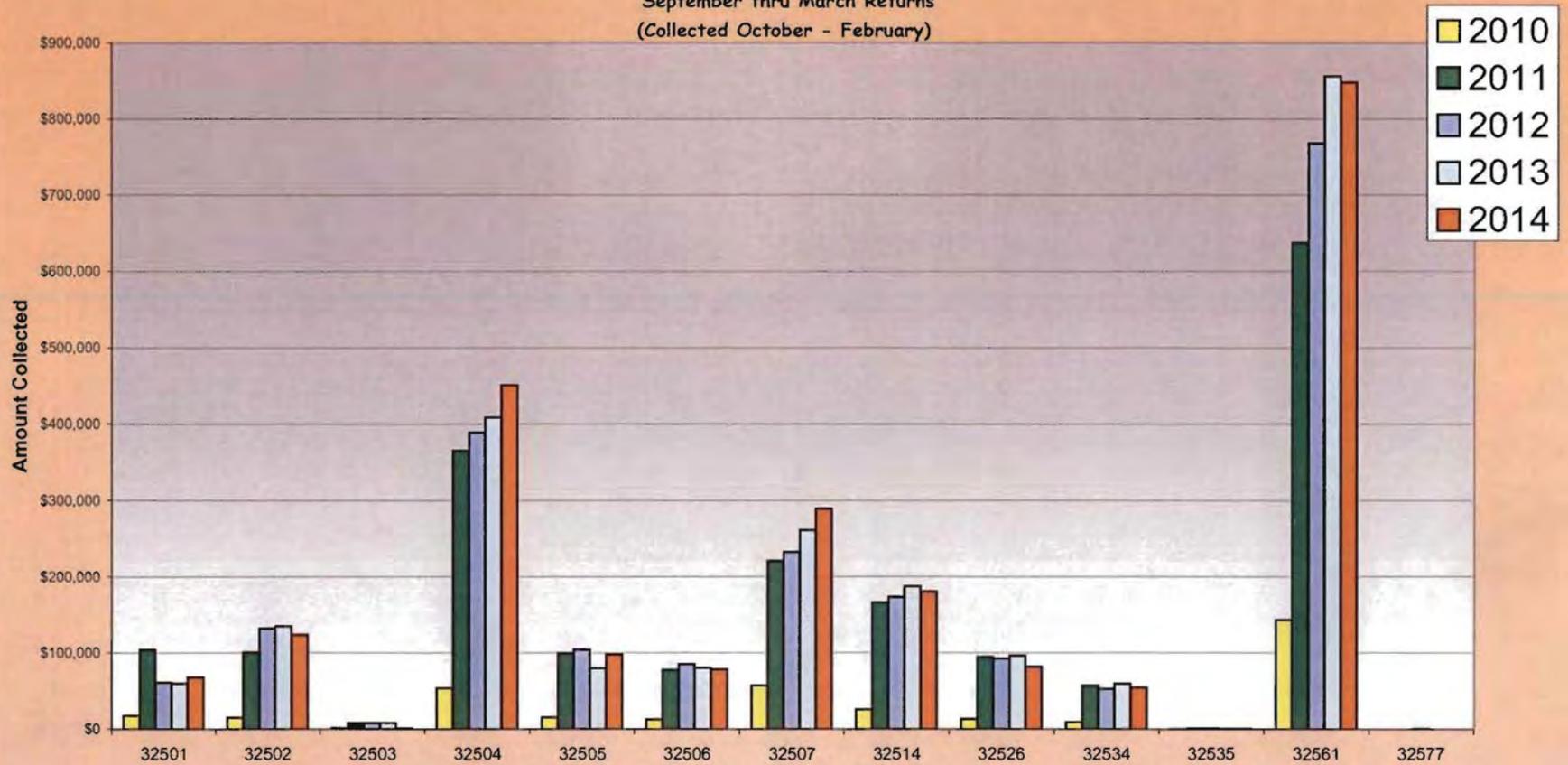
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY FLORIDA
 AS OF MARCH 2014

Zip Code	Fiscal Year 2014	Fiscal Year 2013	Difference	% Change
	YTD Collected	YTD Collected		
32501	68,064	60,206	7,858	13%
32502	124,078	134,845	(10,767)	-8%
32503	1,102	8,479	(7,377)	-87%
32504	451,268	408,716	42,552	10%
32505	97,984	79,544	18,440	23%
32506	78,525	80,619	(2,094)	-3%
32507	289,395	261,268	28,127	11%
32514	180,571	187,508	(6,937)	-4%
32526	81,838	96,381	(14,543)	-15%
32534	54,913	59,615	(4,702)	-8%
32535	769	709	60	8%
32561	847,893	855,752	(7,859)	-1%
32562	-	-	-	0%
32577	-	63	(63)	0%
Total	\$ 2,276,400	\$ 2,233,705	\$ 42,695	2%

Tourist Development Tax Collections
5-Year Comparison
 Returns through February 28, 2014 (Collected in March 2014)



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

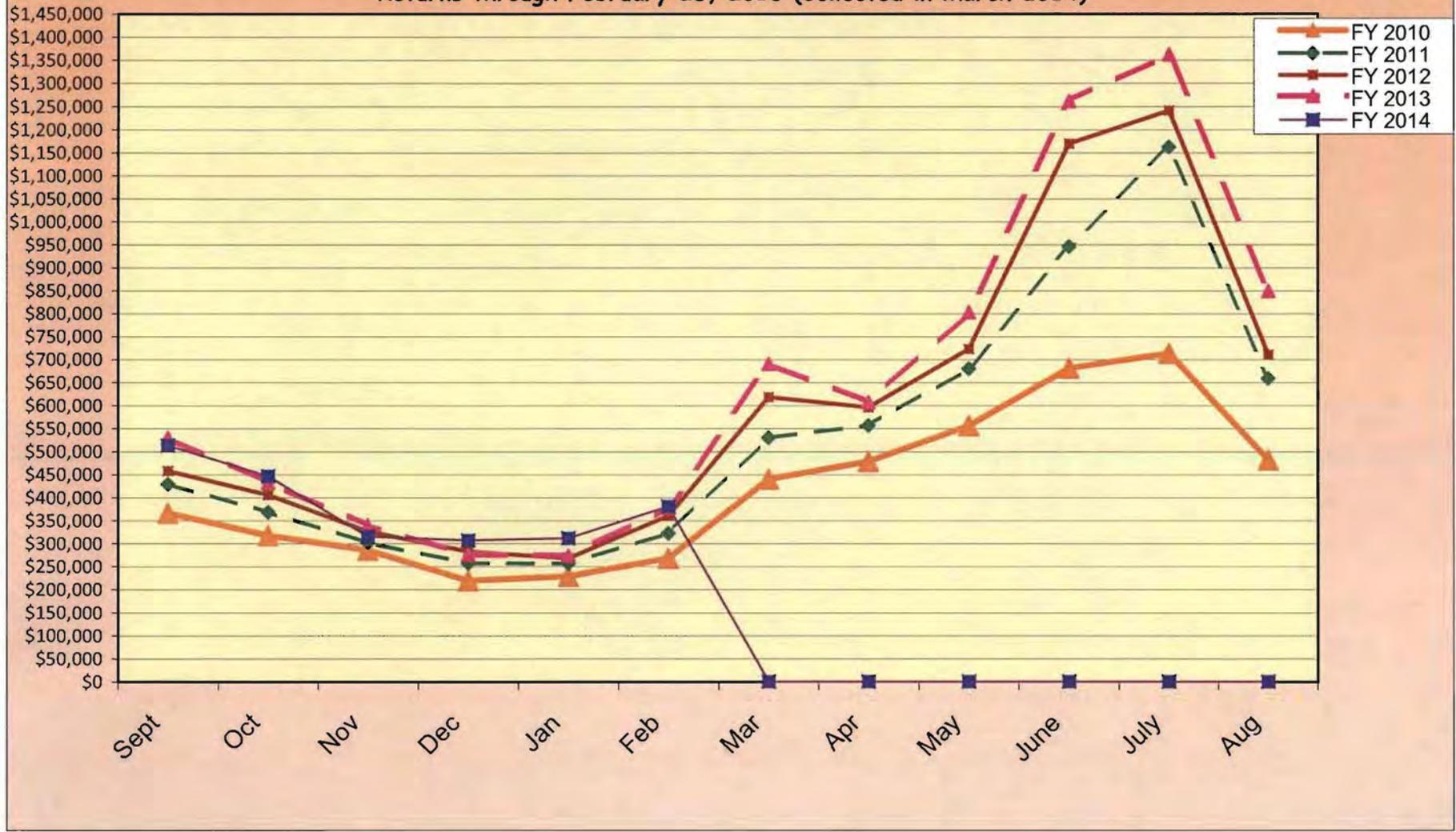


TOURIST DEVELOPMENT TAX

5 YEAR TRENDLINE

FY 2010 - FY 2014

Returns through February 28, 2013 (Collected in March 2014)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2014
 AS OF MARCH 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%
02/14	10,841	3%	21,057	7%	178	0%	74,550	24%	13,539	4%
03/14	10,364	3%	21,766	6%	218	0%	81,636	21%	31,380	8%
Total	\$ 68,064	3%	\$ 124,078	5%	\$ 1,102	0%	\$ 451,268	20%	\$ 97,984	4%

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	13,747	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%
02/14	13,039	4%	36,787	12%	27,435	9%	15,556	5%	9,583	3%
03/14	13,708	4%	51,526	14%	29,970	8%	13,106	3%	9,134	2%
Total	\$ 78,527	3%	\$ 289,395	13%	\$ 180,571	8%	\$ 81,838	4%	\$ 54,913	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%	447,048	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%
02/14	54	0%	89,220	29%	-	0%	-	0%	311,838	100%
03/14	73	0%	118,478	31%	-	0%	-	0%	381,359	100%
Total	\$ 769	0%	\$ 847,893	37%	\$ -	0%	\$ -	0%	2,276,402	100%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2013
 AS OF MARCH 31, 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%
02/13	8,702	3%	19,432	7%	1,309	0%	64,862	24%	9,884	4%
03/13	9,609	3%	22,357	6%	1,213	0%	64,860	17%	32,400	9%
Total	\$ 60,206	3%	\$ 134,845	6%	\$ 8,479	0%	\$ 408,716	18%	\$ 79,544	4%

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%
02/13	12,079	4%	28,330	10%	28,426	10%	15,751	6%	8,789	3%
03/13	12,212	3%	42,639	11%	27,706	7%	13,052	3%	9,101	2%
Total	\$ 80,619	4%	\$ 261,268	12%	\$ 187,508	8%	\$ 96,381	4%	\$ 59,615	3%

Month of Collection	Zip Code								Total Month	% OF Total
	32636		32561		32562		32577			
	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%	531,066	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%
02/13	111	0%	76,931	28%	-	0%	-	0%	274,605	100%
03/13	82	0%	143,122	38%	-	0%	63	0%	378,416	100%
Total	\$ 709	0%	\$ 855,752	38%	\$ -	0%	\$ 63	0%	\$ 2,233,705	100%

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2005-2014									
Month Of Collection	For The Month Of										
		2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
OCT	SEP	\$248,504	\$302,728	\$245,125	\$288,077	\$277,444	\$274,902	\$321,850	\$343,637	\$398,300	\$385,209
NOV	OCT	232,619	262,261	224,646	238,591	231,361	238,423	276,214	304,579	325,198	335,284
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
FEB	JAN	201,031	205,121	179,184	180,694	176,773	171,885	192,262	200,843	205,954	233,879
MAR	FEB	205,903	225,806	212,686	227,362	215,131	201,473	241,571	270,226	283,812	286,019
TOTAL		\$1,311,005	\$1,424,173	\$1,254,377	\$1,304,594	\$1,255,810	\$1,265,908	\$1,450,903	\$1,576,294	\$1,675,279	\$1,707,299

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
FEB	JAN	66,731	67,836	59,728	60,231	58,924	57,295	64,087	66,948	68,651	77,960
MAR	FEB	68,324	74,453	70,895	75,787	71,710	67,158	80,524	90,075	94,604	95,340
TOTAL		\$433,543	\$472,562	\$418,126	\$434,865	\$418,603	\$421,969	\$483,634	\$525,431	\$558,426	\$569,100



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-6067

Clerk & Comptroller's Report 12. 2.

BCC Regular Meeting

Consent

Meeting Date: 04/29/2014

Issue: March 2014 Investment Report

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

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of March 2014 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended March 31, 2014, as required by Ordinance Number 95-13; on March 31, 2014, the portfolio market value was \$236,345,226 and portfolio earnings totaled \$80,437 for the month and \$1,298,137 year-to-date; the short term portfolio yield was 0.17%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.10%; the long-term CORE portfolio achieved a total return of -0.26%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of -0.32%.

Attachments

March 2014 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

INVESTMENT PORTFOLIO SUMMARY REPORT

FISCAL YEAR 2013-2014

March 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
March 31, 2014

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value	
	February 28, 2014	March 31, 2014
Bank Accounts	\$ 23,215,895	\$ 18,452,059
Money Market Accounts	54,866,691	54,877,834
State Board of Administration	47,177,064	47,183,269
Certificates of Deposit	10,000,000	10,000,000
Money Market Mutual Fund	115,533	295,115
U.S. Treasury Bond/Notes	54,060,984	53,823,815
Federal Agency Bond/Note	29,895,964	29,763,637
Municipal Bonds	2,564,191	2,557,350
Corporate Notes	19,428,824	19,392,147
Total Portfolio Assets:	\$ 241,325,146	\$ 236,345,226
Current Month Earnings:	\$ 202,101	\$ 80,437
Fiscal Year to Date Earnings:	\$ 1,217,700	\$ 1,298,137

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	February 28, 2014	March 31, 2014
Market Value	\$ 135,259,650	\$ 130,513,162
Month End Yield		
Short Term Portfolio Yield:	0.17%	0.17%
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.10%	0.10%
Weighted Average Days to Maturity		
Short Term Portfolio Yield:	2 Day	2 Days
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	47 Days	45 Days
Fiscal YTD Earnings:	\$ 65,210	\$ 84,515

LONG TERM CORE PORTFOLIO:	February 28, 2014	March 31, 2014
Market Value	\$ 106,065,496	\$ 105,832,064
Month End Yield		
CORE Portfolio Yield to Maturity at Cost:	0.79%	0.83%
CORE Portfolio Yield to Maturity at Market:	0.69%	0.84%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.33%	0.41%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.64%	0.79%
Monthly Total Return Performance		
CORE Portfolio	0.16%	-0.26%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.09%	-0.11%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.14%	-0.32%
Effective Duration (Years)		
CORE Portfolio	2.52	2.52
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.82	1.84
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.61	2.65
Fiscal YTD Earnings:	\$ 1,152,490	\$ 1,213,622



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

SHORT TERM INVESTMENT PORTFOLIO:

Month End Yield

Short Term Portfolio Yield:	0.17%
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield	0.10%

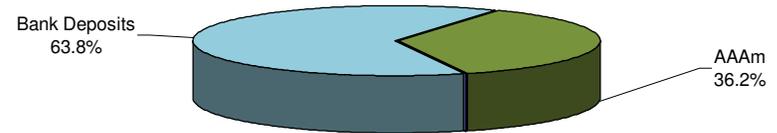
Earnings

Current Month Earnings:	\$ 19,305
Year-to-Date Earnings:	\$ 84,515

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

<u>Investment Type</u>	<u>Market Value</u>	<u>Percent Allocation</u>
Bank of America Checking Account	\$ 18,452,059	14.1%
Money Market Accounts	54,877,834	42.0%
Certificates of Deposit	10,000,000	7.7%
State Board of Administration	47,183,269	36.2%
Total Short Term Portfolio Assets:	\$ 130,513,162	100.0%

Short Term Portfolio Credit Quality



LONG TERM INVESTMENT PORTFOLIO:

Month End Yield

CORE Portfolio Yield to Maturity at Cost:	0.83%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.41%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.79%

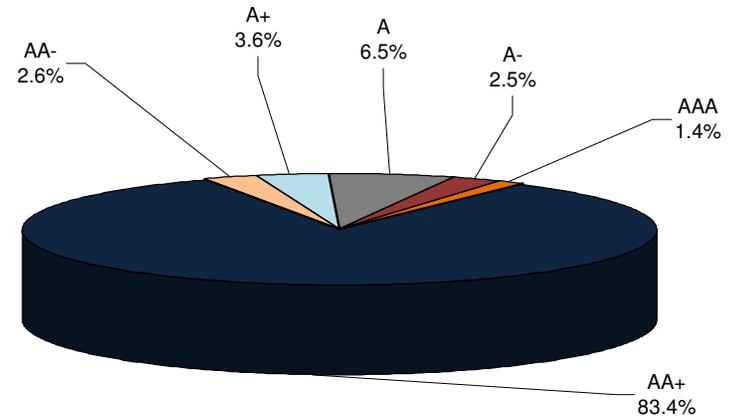
Earnings

Current Month Earnings:	\$ 61,132
Year-to-Date Earnings:	\$ 1,213,622

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

<u>Investment Type</u>	<u>Market Value</u>	<u>Percent Allocation</u>
U.S. Treasury Bond / Note	\$ 53,823,815	50.9%
Federal Agency Bond / Note	29,763,637	28.1%
Municipal Obligations	2,557,350	2.4%
Corporate Note	19,392,147	18.3%
Money Market Mutual Fund - Federated Government	295,115	0.3%
Total Long Term Core Portfolio Assets:	\$ 105,832,064	100.0%

Long Term Core Portfolio Credit Quality





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

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	\$ 47,183,269	20.0%	25%	Yes
United States Treasury Securities	53,823,815	22.8%	100%	Yes
Federal Instrumentalities	29,763,637	12.6%	100%	Yes
Certificates of Deposit	10,000,000	4.2%	20%	Yes
Savings Accounts	54,877,834	23.2%	100%	Yes
Corporate Notes	19,392,147	8.2%	20%	Yes
State and/or Local Government Debt	2,557,350	1.1%	25%	Yes
Bank Accounts - Bank of America	18,452,059	7.8%	100%	Yes
Money Market Mutual Fund	295,115	0.1%	50%	Yes
Total Investment Holdings	\$ 236,345,226	100.0%		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	\$ 47,183,269	20.0%	25%	Yes
United States Treasury Securities	53,823,815	22.8%	100%	Yes
Federal Home Loan Bank (FHLB)	2,594,706	1.1%	25%	Yes
Federal National Mortgage Association (FNMA)	20,752,734	8.8%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	6,416,196	2.7%	25%	Yes
Branch Banking and Trust Money Market Account	14,789,047	6.3%	10%	Yes
Hancock Bank Money Market Account	10,003,219	4.2%	10%	Yes
Summit Bank Money Market Account	10,003,864	4.2%	10%	Yes
Servisfirst Money Market Account	20,081,704	8.5%	10%	Yes
Centennial Bank Certificate of Deposit	10,000,000	4.2%	10%	Yes
American Honda Finance	905,687	0.4%	5%	Yes
Anheuser-Busch Corporate Notes	2,006,638	0.8%	5%	Yes
Apple Inc. Corporate Notes	1,126,261	0.5%	5%	Yes
Bank of New York Mellon Corporate Notes	748,715	0.3%	5%	Yes
Caterpillar Corporate Notes	699,999	0.3%	5%	Yes
Coca-Cola Company	578,523	0.2%	5%	Yes
General Electric Corporate Notes	3,285,322	1.4%	5%	Yes
JP Morgan Chase Corporate Notes	3,012,312	1.3%	5%	Yes
McDonald's Corporate Notes	1,104,179	0.5%	5%	Yes
Pepsi Co.	1,964,993	0.8%	5%	Yes
Pepsico Corporate Notes	698,946	0.3%	5%	Yes
Toyota Corporate Notes	1,104,147	0.5%	5%	Yes
Wells Fargo & Company Corporate Notes	2,156,426	0.9%	5%	Yes
Michigan State Municipal Bond	1,050,795	0.4%	10%	Yes
Calleguas Water District, CA REV Bond	1,506,555	0.6%	10%	Yes
Money Market Mutual Fund - Federated Government	295,115	0.1%	25%	Yes
Bank Accounts - Bank of America	18,452,059	7.8%	100%	Yes
Total Investment Holdings	\$ 236,345,226	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-6052

Clerk & Comptroller's Report 12. 3.

BCC Regular Meeting

Consent

Meeting Date: 04/29/2014

Issue: Write-Off of Returned Checks

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

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Write-Off of Returned Checks

That the Board adopt the Resolution authorizing the write-off of \$781.36 in returned checks in various funds of the County that have been determined to be uncollectible bad debts.

Attachments

Resolution Authorizing Write-Off of Checks

RESOLUTION R2014-

WHEREAS, certain returned checks and other receivables totaling **\$781.36** are owed to the various funds of Escambia County for services furnished to the persons named on the list which is attached hereto (Attachment "A") and made a part hereof by reference and have been determined to be uncollectible bad debts.

WHEREAS, diligent efforts have been made to collect the amounts as shown on the attached list and all return checks which meet the qualifications per State Statute §68.065 have been transferred to the State Attorney's Worthless Check Division.

NOW THEREFORE, it is resolved by the Board of County Commissioners of Escambia County, Florida, that:

These accounts shall be written off as uncollectible bad debts. The above designations have been made solely to enable the Clerk of the Circuit Court and Comptroller to carry out his duties in accordance with generally accepted accounting principles. Escambia County does not waive any rights it may have to collect any of the above-referenced accounts receivable, including but not limited to use of a collection agency under contract to Escambia County.

BE IT FURTHER RESOLVED, that all past efforts to designate these delinquent accounts receivable as bad debts are hereby ratified and approved.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Luman J May
Chair

ATTEST:

HONORABLE PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: _____
Deputy Clerk

Adopted:

ATTACHMENT "A"



INTER-OFFICE MEMORANDUM

TO: Honorable Pam Childers
Clerk of the Circuit Court

THRU: Lorraine Hudson,
Manager, Treasury/Payroll

FROM: Nikki Powell
Accounting Operations Supervisor

DATE: April 01, 2014

SUBJECT: Returned Checks and Receivables Write-Off
Ended 03/31/13

The following is a list of all outstanding returned checks greater than 120 days old (prior to November 30, 2013) and uncollectible receivables at April 01, 2014.

<u>Name</u>	<u>Date of Return</u>	<u>Fund</u>	<u>Amount</u>
Christopher Jankowski	06/04/2013	001	\$ 95.00
Harriet Hubbard	06/20/2013	001	\$ 35.00
Katie Underwood	10/05/2013	001	\$ 105.00
William Garwood	10/29/2013	114	\$ 55.00
Daniel Cuellar	07/10/2013	406	\$ 245.68
George Markham and Sons	07/26/2013	406	\$ 245.68
Total Checks			\$ 781.36

Grand Total	\$ 781.36
--------------------	------------------



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-6027

Clerk & Comptroller's Report 12.4.

BCC Regular Meeting

Consent

Meeting Date: 04/29/2014

Issue: Acceptance of Documents

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Closing documents related to the sale of property, located at 8020 Mobile Highway, to Larry Watson, Jr., and Kathryn R. Watson, as approved by the Board on September 2, 2010, and received in the Clerk to the Board's Office on April 1, 2014; and

B. A copy of the April 15, 2014, letter from Jack Gaskins Jr., Special District Information Program, Florida Department of Economic Opportunity, to Virginia Saunders Delegal, General Counsel, Florida Association of Counties, advising that Ms. Sarah M. Bleakley recently registered the Gulf Consortium Special District with the Special District Information Program, and that the Special District must comply with the requirements of Chapter 189, Florida Statutes, and Rule Chapter 73C-24, Florida Administrative Code, as received in the Clerk to the Board's Office on April 22, 2014.

Attachments

Closing Documents

Gulf Consortium DEO Letter

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-15. Approval of Various Consent Agenda Items – Continued

- * 4. Taking the following action concerning the surplus and sale of real property located at 8020 Mobile Highway:
 - A. Declaring surplus the Board's real property, Account Number 09-0832-000, Reference Number 18-1S-31-1105-000-000;
 - B. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$27,808, in accordance with Section 46.134 of the Escambia County of Ordinances, without further action of the Board (the current assessed value is \$25,992; however, a Tax Certificate was purchased in the amount of \$1,816);
 - C. Approving the updated Sales Agreement Contract to be used for this sale and future sales; and
 - D. Authorizing the Chairman to sign all documents related to the sale.
- 5. See Page 30.
- 6. Adopting the Resolution (*R2010-164*) approving Supplemental Budget Amendment Number 299, Tourism Promotion Fund (108) and Civic Center Fund (409), to recognize a funding transfer, in the amount of \$75,000, to the Civic Center, and to appropriate these funds for concert promotions, according to the allocations made by the Tourist Development Council on the third allocation of BP Tourism funding.
- 7. Adopting the Resolution (*R2010-165*) approving Supplemental Budget Amendment Number 300, Other Grants and Projects Fund (110), in the amount of \$416,801, to recognize proceeds from a Florida Department of Transportation Local Agency Program Agreement and to appropriate these funds for construction of sidewalks near Bellview Elementary School, along the north side of Bellview Avenue, from Mers Lane to Dallas Avenue and on the west side of Dallas Avenue, from Seattle Avenue to Tucson Avenue.

Rick Scott
GOVERNOR



RECEIVED
4/21/2014

Jesse Panuccio
EXECUTIVE DIRECTOR

April 15, 2014

Virginia Saunders Delegal
General Counsel
Florida Association of Counties
100 South Monroe Street
Tallahassee, FL 32301

Re: Gulf Consortium

Dear Ms. Saunders,

Ms. Sarah M. Bleakley recently registered the above referenced special district with the Special District Information Program and identified you as its registered agent. In accordance with Section 189.403(3), Florida Statutes, I have classified the special district's status as independent.

All special districts must comply with the requirements of Chapter 189, *Florida Statutes* and Rule Chapter 73C-24, *Florida Administrative Code*. As part of these requirements, please verify and, if necessary, correct any information on the enclosed **Special District Fee Invoice and Update Form**, sign and date it, then return it by the due date on the form along with the fee, to the following address:

Department of Economic Opportunity
Office of Financial Management
107 E. Madison Street, MSC 120
Tallahassee, FL 32399-4124

It is very important that the information on this form be complete and accurate since we must make this information available through the *Official List of Special Districts Online* so state and local agencies can monitor special districts for compliance purposes and to make government more transparent to citizens. As an option, you may pay the fee with a Visa or MasterCard at FloridaJobs.org/SpecialDistrictFee.

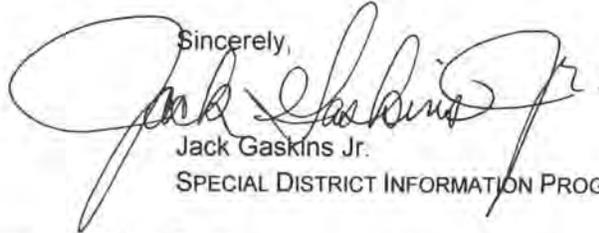
PAM CHILDESS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2014 APR 22 P 1:37
CLERK OF THE COUNTY
COMMISSIONER

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax
www.floridajobs.org | www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

For more information about special districts, the annual special district fee, annual reporting requirements to the Department of Financial Services and the Auditor General, and other requirements, please visit the *Florida Special District Handbook Online* at FloridaJobs.org/SpecialDistrictHandbook. If you have any questions, please do not hesitate to call me directly at (850) 717-8430.

Sincerely,



Jack Gaskins Jr.

SPECIAL DISTRICT INFORMATION PROGRAM

Enc.: Special District Fee Invoice and Update Form

cc: Clerk of the Board of County Commissioners (w/o enclosure) in the following 23 counties:
Bay, Charlotte, Citrus, Collier, Dixie, Escambia, Franklin, Gulf, Hernando, Hillsborough,
Jefferson, Lee, Levy, Manatee, Monroe, Okaloosa, Pasco, Pinellas, Santa Rosa,
Sarasota, Taylor, Wakulla, Walton



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-6016

Clerk & Comptroller's Report 12. 5.

BCC Regular Meeting

Consent

Meeting Date: 04/29/2014

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. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held April 3, 2014;
- B. Approve the Minutes of the Regular Board Meeting held April 3, 2014;
- C. Approve the Minutes of the Attorney-Client Session held April 10, 2014; and
- D. Approve the Minutes of the Special Board Meeting held April 10, 2014.

Attachments

April 3, 2014, Agenda Work Session Report

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD APRIL 3, 2014
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:04 a.m. – 10:52 a.m.)

Present: 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
Susan Woolf, General Counsel to the Clerk
Larry M. Newsom, Interim County Administrator
Alison Rogers, County Attorney
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Lumon J. May, Chairman, District 3

1. FOR INFORMATION: The agenda package for the 5:30 p.m., April 3, 2014, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter, County Attorney Rogers, and Steven Littlejohn reviewed the agenda cover sheet;
 - B. Susan Woolf, General Counsel to the Clerk, reviewed the Clerk's Report;
 - C. Horace Jones and County Attorney Rogers reviewed the Growth Management Report;
 - D. Amy Lovoy, Interim County Administrator Newsom, County Attorney Rogers, Judy H. Witterstaeter, and Joy D. Blackmon reviewed the County Administrator's Report, Santa Rosa County Commissioner Bob Cole commented concerning Item III-1, and Edwin A. "Buz" Eddy commented concerning Item III-6; and
 - E. County Attorney Rogers reviewed the County Attorney's Report, and Matt E. Dannheisser commented concerning Item I-1.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5933

Growth Management Report 12. 1.

BCC Regular Meeting

Meeting Date: 04/29/2014

Issue: Review of Rezoning Cases Heard by the Planning Board on March 4, 2014 and April 1, 2014

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on March 4, 2014 and April 1, 2014

That the Board take the following action concerning the rezoning cases heard by the Planning Board on March 4, 2014 and April 1, 2014:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2014-05, Z-2014-06 and Z-2014-07 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-2014-05
Address: 6841 Kemp Road
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
Planning Board Recommendation: Approval
Speakers: T. Heath Jenkins, Allauddin Hill Al-Ansar

2. Case No.: Z-2014-06
Address: 6521 Rambler Terrace

Property Reference No.: 39-1S-30-1114-000-000
Property Size: 1.03 (+/-) acres
From: R-5, Urban Residential/Limited Office District, (cumulative) High Density, (20 du/acre)
To: ID-1, Light Industrial District (cumulative) (No Residential Uses Allowed)
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 1
Requested by: Wiley C. "Buddy" Page, Agent for Bear Marcus Pointe, LLC, Owner
Planning Board Recommendation: Approval
Speakers: Buddy Page, David Bear, Williams Thompson, Douglas Thompson, Robert Bauspies, Almeda Thompson, Steven Thompson, Kenneth Nash, Doug Thompson, Martha Nash, John Chivington

3. Case No.: Z-2014-07
Address: 1100 N. Blue Angel Parkway
Property Reference: 19-2S-31-3202-001-001
Property Size: 8.20 (+/-) acres
From: R-3 One-Family and Two-Family District, (cumulative) Medium Density(10 du/acre); SDD, Special Development District, (noncumulative) Low Density (3 du/acre)
To: C-2NA General Commercial and Light Manufacturing District, (cumulative) Bars, Nightclubs, and Adult Entertainment are Prohibited Uses (25 du/acre)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner District: 1
Requested by: Wiley C. "Buddy" Page, Agent for Richard and Vickie Beck, Owners
Planning Board Recommendation: Approval
Speakers: Buddy Page, Freddie Briggs

BACKGROUND:

The above cases were owner initiated and heard at the March 4, 2014 and April 1, 2014 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-2014-05

Z-2014-06

Z-2014-07

Z-2014-05

1 and give the gentleman our best get well. Okay.
2 Our last rezoning case is Z2014-05. The applicant
3 is Mr. Heath Jenkins, agent for Rodney Sutton, the
4 owner, 6841 Kemp Road, R-5 urban residential to
5 C-2, general commercial. Members of the board,
6 have there been any ex parte communication between
7 you, the applicant, agents, attorneys, witnesses,
8 planning board members, general public? Also have
9 you visited the subject property and are you a
10 relative or business associate of any of the
11 parties? Ms. Oram.

12 MS. ORAM: No to all.

13 MS. HIGHTOWER: No to all.

14 MR. GOODLOE: No to all.

15 MR. WOODWARD: No to all.

16 MR. BRISKE: Chairman, no to all.

17 MS. DAVIS: No to all.

18 MR. WINGATE: No personal contact. I did
19 visit the site on several occasions.

20 MR. BRISKE: All right. Thank you. And as I
21 previously stated, Ms. Sindel is no longer in the
22 meeting. Okay. Staff, was notice of the hearing
23 sent to all interested parties?

24 MR. LEMOS: Yes, sir, it was.

25 MR. BRISKE: Okay. And was that also posted

1 on the subject property?

2 MR. LEMOS: Yes, sir, it was.

3 MR. BRISKE: Okay. Mr. Jenkins, if there's no
4 objections, we will have the maps and photography
5 for the case presented. Okay.

6 MR. LEMOS: Once again, Juan Lemos, Escambia
7 County Planner. This is rezoning case 2014-05 from
8 R-5 to C-2 located at 6841 Kemp Road. This is our
9 locational map for the parcel in question. This is
10 our 500-foot zoning, shows the parcel is R-5. This
11 is the current future land use and this is an
12 existing land use map. This is an aerial
13 photograph of the site. This is the public hearing
14 sign for the rezoning. This is looking northwest
15 into the site. Looking northwest on Kemp Road.
16 Looking south on Kemp Road, and looking west from
17 Kemp Road, and this is once again looking west from
18 Kemp Road. This is a 500-foot radius map for the
19 mailings and this is the actual list of the
20 mailings for 500-feet. That's it.

21 MR. BRISKE: Okay. Any questions on the maps
22 or photography? Okay. All right. Mr. Jenkins, if
23 you will please come forward, and once again, this
24 a different case. We will have you sworn in and
25 state your name and address for the record, please.

1 (Whereupon, Heath Jenkins was sworn in by the
2 Court Reporter.)

3 MR. JENKINS: Yes, I do.

4 MR. BRISKE: Okay. Thank you, sir. Your name
5 and address, please.

6 MR. JENKINS: Heath Jenkins. I work with
7 Hatch Mott McDonald. Our business address is 5111
8 North 12th Avenue here in Pensacola, Florida,
9 32504.

10 MR. BRISKE: Mr. Jenkins, have you received a
11 copy of the staff rezoning package and their
12 findings of fact?

13 MR. JENKINS: Yes, I did.

14 MR. BRISKE: Okay. Do you understand that you
15 have the burden of providing competent, substantial
16 evidence that the rezoning is consistent with the
17 comprehensive plan, furthers the goals, policies,
18 and objectives of that plan and is not in conflict
19 with any portion of the land development code?

20 MR. JENKINS: Yes, I do.

21 MR. BRISKE: Okay. Sir, you may proceed.

22 MR. JENKINS: Very similar to our previous
23 presentation, of course, this is for the rezoning.
24 We find out there our request is consistent with
25 the LDC. We're looking to have C-2 zoning adjacent

1 to an existing C-2 zoning that is currently using
2 that C-2 zoning for a borrow pit operation,
3 reclamation activities going through the Escambia
4 County and have been approved previously, I believe
5 that was in 2006. The C-2 zoning is a buffer
6 between the R-5 zoning that's immediately adjacent
7 which is, of course, a high density residential
8 area or potential development for that. There's
9 the neighboring uses are consistent with the
10 proposed zoning and based on that -- that activity
11 and currently ongoing, we believe that our request
12 is consistent.

13 MR. BRISKE: Accepting the staff's findings of
14 fact and agree with them?

15 MR. JENKINS: Yes.

16 MR. BRISKE: Okay. All right. Any questions
17 for the applicant? We do have a speaker on this
18 one, as well. Okay. We will give you an
19 opportunity to give a closing statement in just a
20 moment. Once again, for those members of the
21 public who wish to speak on this matter, please
22 note the planning board bases its decisions on
23 criterion and exceptions described in Section
24 2.0802D of the Escambia County Land Development
25 Code. During our deliberations, the planning board

1 will not consider general statements of support or
2 opposition. Please limit your testimony to the
3 criterion and exceptions described in Section
4 2.0802D. Please also note that only those
5 individuals who are present and give testimony on
6 the record at the planning board will be allowed to
7 speak at the subsequent hearing before the Board of
8 County Commissioners. Mr. Al-Ansar.

9 MR. AL-ANSAR: Yes, sir.

10 MR. BRISKE: Sir, I know you spoke previously,
11 but we will have you sworn in and please state your
12 name and address again for the record.

13 MR. AL-ANSAR: Yes, sir.

14 (Whereupon, Allauddin Al-Ansar was sworn in by
15 the Court Reporter.)

16 MR. AL-ANSAR: I do.

17 MR. BRISKE: Thank you, sir. Your name and
18 address, please.

19 MR. AL-ANSAR: My name is Allauddin Al-Ansar
20 and I live at --

21 COURT REPORTER: He needs to speak into the
22 mic.

23 MR. BRISKE: Yes, sir, if you could please
24 speak into the microphone a little bit more. We do
25 record the proceedings.

1 MR. AL-ANSAR: Here in Pensacola, Florida, and
2 the change of the --

3 MR. BRISKE: Sir, I think we're getting --
4 we're not picking it up. We want to make sure we
5 get all your comments on the record.

6 MR. HOLMER: Please start at the beginning
7 with your name. Start at the beginning.

8 MR. BRISKE: Start over again with your name
9 because we want to make sure that we have
10 everything on the record because I know this is
11 important to you and you want to have an
12 opportunity to speak to the commissioners, so we
13 want to make sure that we catch everything. Okay.

14 MR. AL-ANSAR: My name is Allauddin Al-Ansar,
15 6803 Cornelius Lane, Pensacola, Florida, 32505.

16 MR. BRISKE: Thank you, sir.

17 MR. AL-ANSAR: And I have some letters that I
18 would like to enter them into evidence if possible.

19 MR. BRISKE: Okay.

20 MR. JONES: Just show us the letters. Show us
21 the letters.

22 MR. AL-ANSAR: To the -- I wrote a letter to
23 the Board of County Commissioner and also to the
24 sheriff's department. I got a reply in writing
25 from the county commissioners and I got a reply

1 from the sheriff's department. A written reply
2 from the county commissioners and a verbal reply
3 from the sheriff's department, but no action. I'm
4 still living in fear right across from my home and
5 the pits right across from my home. The
6 (inaudible) pit and the waste management pit is
7 right next to my home and property. I'm still
8 living in fear because they have not secured all of
9 that. I live right there, 6803. I been doing it
10 for a long time now. It's time I got some relief.
11 This stuff should be corrected and taken care of
12 before anything else is allowed, that to take care
13 of this situation first, and then let's go further.
14 This is my suggestion and nothing wrong with
15 progressing and going forward, but we want to
16 progress with it. We want to go forward with
17 what's going on in our neighborhood and our
18 community. I feel like now we're being left out,
19 just overlooked and all kind of stuff dumped in
20 there that don't benefit the citizens out there.
21 It benefits everybody else, but not the citizens.
22 We want to benefit along with all of the progress
23 that's going on out there. We want to benefit from
24 it, too. We want to reap the benefits of it, too.
25 Not just someone reaping from us if we're not

1 receiving any benefit of it. This is what we want
2 and this is a serious problem.

3 The sheriff's department had the benefit to
4 act right now on public safety and public health.
5 Right now they could have acted when they got the
6 letter. The gate still standing wide open day and
7 night. The county commission, they can act on it
8 right now. They don't have to go through public
9 safety, public health. Shoot, boom, right away,
10 but they don't and they didn't. So, you know, if
11 we could talk with Mr. Jenkins, I believe that's
12 his name, Jenkins and see. We want to work with
13 him, but we want to progress along with the
14 progress that's going on in our community and our
15 neighborhood. This is all we're asking.

16 MR. BRISKE: Okay. Yes, sir, we have received
17 your letters here. Mr. Woodward, did you have some
18 questions on them?

19 MR. WOODWARD: Yes. You have a letter here
20 addressed generally to the Board of County
21 Commissioners. It looks like it bears the date of
22 February 21, 2014, is that a photocopy of the
23 letter that you wrote?

24 MR. AL-ANSAR: Yes, sir, that's a copy. I
25 have one copy left.

1 MR. WOODWARD: Okay. And you want this placed
2 in evidence?

3 MR. AL-ANSAR: Yes, please.

4 MR. WOODWARD: I move this be accepted in
5 evidence.

6 MR. WINGATE: Second.

7 MR. AL-ANSAR: And also, sir, if I could --

8 MR. BRISKE: Let me get it into evidence here
9 first. We have a motion and Mr. Wingate with a
10 second to accept the handwritten letters has been
11 verified as a true and accurate copy. We will use
12 Mr. Al-Ansar's --

13 MR. AL-ANSAR: Yes, sir.

14 MR. BRISKE: -- last name and Exhibit 1 for
15 that.

16 MR. WOODWARD: The second one here, sir, is --
17 appears to be dated March 20th, 2013, that was last
18 year.

19 MR. AL-ANSAR: Yes, sir.

20 MR. WOODWARD: Is that a photocopy of a letter
21 and the attachments to Sheriff Morgan?

22 MR. AL-ANSAR: Yes, sir.

23 MR. WOODWARD: Down here at the bottom it
24 says, As of April 19, 2013 there was no reply.

25 MR. AL-ANSAR: No reply.

1 MR. WOODWARD: Let me ask you the question.

2 MR. AL-ANSAR: Yes, sir. Yes, sir.

3 MR. WOODWARD: Did you add that after you
4 didn't get a reply?

5 MR. AL-ANSAR: No, sir, that's before I got a
6 reply.

7 MR. WOODWARD: Well, I mean after you did not
8 accept a double negative, you never got a reply, so
9 on that date you added that comment to it?

10 MR. AL-ANSAR: Right.

11 MR. WOODWARD: All right. I move that this be
12 accepted as Number 2.

13 MR. WINGATE: Second.

14 MR. BRISKE: Do we have a second?

15 MR. WINGATE: Second.

16 MR. BRISKE: Okay. We have a motion and a
17 second and we will call this Al-Ansar Number 2.
18 Okay. Go ahead, sir.

19 MR. WOODWARD: And the third one here appears
20 to be a letter from Commissioner Lumon May and it's
21 dated January the 24th. Did you receive that
22 shortly after January the 24th of this year?

23 MR. AL-ANSAR: Yes, sir.

24 MR. WOODWARD: Have you communicated with
25 Mr. May about this at all since you received it?

1 MR. AL-ANSAR: No, sir, I communicated with --

2 MR. JONES: From his office.

3 MR. WOODWARD: Yes or no?

4 MR. AL-ANSAR: No.

5 MR. WOODWARD: Okay. I move to accept it.

6 MR. BRISKE: Motion to accept as Exhibit 3.

7 MR. WINGATE: Second.

8 MR. BRISKE: Second. All those in favor of
9 all three exhibits please say aye.

10 BOARD MEMBERS: Aye.

11 MR. BRISKE: Opposed. Okay. Sir, they have
12 been entered into evidence as part of the case and
13 I will give you the opportunity to finish up your
14 last little bit of time here and then we will give
15 you some other information, which may help you with
16 this issue. Okay. Sir, go ahead.

17 MR. AL-ANSAR: I just basically -- that's
18 basically it.

19 MR. BRISKE: Okay.

20 MR. AL-ANSAR: I thank you for your time.

21 MR. BRISKE: Yes, sir. Thank you very much
22 for spending time coming down. I would recommend,
23 Mr. Al-Ansar, after the meeting that you get with
24 Mr. Horace Jones and he may be able to get you with
25 some of the code enforcement people. If there are

1 violations on this particular property, they will
2 go through the code enforcement division. The code
3 enforcement officers.

4 If there are issues of public safety, then we
5 will have to address those with, I believe, in the
6 county that would be the sheriff's department there
7 and if you have concerns you're not getting met, we
8 can help you kind of go up the chain of command
9 until there's progress, so we can follow-up with
10 you on that. Thank you.

11 Okay. Is there any other members of the
12 public that wish to speak on this matter? Okay.
13 Hearing none, I will hereby close the public
14 comment portion. Mr. Jenkins, if you will come
15 back up, please. I'll give you an opportunity to
16 add any additional information.

17 MR. JENKINS: I would like to make a request
18 that we also receive a copy of the letters
19 submitted into the board there.

20 MR. BRISKE: Okay. It will all be part of the
21 record. It becomes part of the hearing record and
22 they have been entered into evidence as Exhibit 1,
23 2, and 3 for Mr. Al-Ansar.

24 MR. JENKINS: And I suppose those are
25 available online.

1 MR. LEMOS: Mr. Chairman, if you are okay with
2 it we can provide him with copies before he leaves.

3 MR. BRISKE: Yes.

4 MR. JENKINS: Yeah, I appreciate that just for
5 our knowledge and the situation there and I would
6 just like to reiterate that, you know, that we have
7 recently received FDE inspection of the site and
8 were found to be compliant. We have had some
9 discussion about the county about one of the
10 driveways there and we are in the process of
11 improving that, so we look to do everything above
12 board with the existing borrow pit and we would
13 extend that into any operations that are allowed
14 with this rezoning, so but other than that I have
15 nothing else to add. I appreciate your time.

16 MR. BRISKE: Okay. Thank you, sir. Board
17 members, any questions? Okay.

18 MR. LEMOS: Mr. Chairman, I know we haven't
19 done the presentation yet, but, I mean, it's pretty
20 much noted that, as far as the staff, the applicant
21 meets all the criteria required for the proposed
22 rezoning.

23 MR. BRISKE: Yes, and I know we've had some
24 comments on the record from the public and accepted
25 those exhibits. Since Mr. Jenkins is in agreement

1 with the staff findings, can we forego that --
2 they're part of the record as the staff findings of
3 fact. The pleasure of the board for time purposes
4 we don't have to have them read it all in.

5 MS. DAVIS: I do. I have a motion,
6 Mr. Chairman.

7 MR. BRISKE: Okay. Thank you.

8 MS. DAVIS: On rezoning case 201405, I would
9 recommend that -- I move that we accept the staff
10 findings of fact and grant the rezoning from R-5 to
11 C-2.

12 MR. WOODWARD: Second.

13 MR. BRISKE: A motion and a second. Any
14 further discussion? All those in favor say aye.

15 BOARD MEMBERS: Aye.

16 MR. BRISKE: Opposed.

17 MR. WINGATE: I oppose.

18 MR. BRISKE: Mr. Wingate opposes. The motion
19 carries. What is it five -- four to one. So you
20 will now move on for approval to the Board of
21 County Commissioners and, Mr. Al-Ansar, we will
22 have someone follow-up with you on your concerns,
23 sir. Okay. At this time is there any additional
24 items for the quasi-judicial planning board
25 rezoning hearing? Hearing none, we will adjourn

Planning Board-Rezoning

5. D.

Meeting Date: 03/04/2014
CASE : Z-2014-05
APPLICANT: T. Heath Jenkins, Agent for Rodney Sutton, Owner
ADDRESS: 6841 Kemp Rd
PROPERTY REF. NO.: 24-1S-30-1600-000-001
 MU-U, Mixed-Use
FUTURE LAND USE: Urban
DISTRICT: 3
OVERLAY DISTRICT: NA
BCC MEETING DATE: 04/03/2014

SUBMISSION DATA:

REQUESTED REZONING:

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)

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 nonagricultural land uses and protect nonagricultural uses from normal agricultural activities.

CPP FLU 1.1.10 Locational Criteria. The LDC shall include locational criteria for broad categories of proposed non-residential land uses. The site criteria for such uses shall address the transportation classification of, and access to, adjoining streets, the proximity of street

intersections and large daily trip generators (i.e. college or university), the surrounding land uses, the ability of a site to accommodate the proposed use while adequately protecting adjoining uses and resources, and other criteria that may be appropriate to those categories of uses.

CPP FLU 1.3.1 Future Land Use Categories. The Industrial FLU category is intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents.

FINDINGS

The applicant has also submitted for a Small Scale Amendment (SSA) to the FLU Map from MU-U to Industrial. If the SSA is approved, then the request will be **consistent** with the intent and purpose of Future Land Use category Industrial, as stated in CPP FLU 1.3.1. All buffering requirements stated in CPP FLU 1.1.9, will be addressed under compatibility analysis with the LDC or during the Site Plan Review Process. as stated in CPP FLU 1.3.1, as the Industrial FLU category have allowances for light to intensive industrial uses. The proposal is also consistent with CPP FLU 1.5.3, as the parcel will be accessed using the existing public roads and the applicant is proposing the use of existing utilities and service infrastructure. Locational criteria will be addressed during the LDC compatibility 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 **is consistent** with the intent and purpose of the Land Development Code. Borrow pits and reclamation activities are a permitted use under the C-2 zoning category. The request meets the locational criteria exemption requirements as stated in 7.20.03.B. Based on the site visit, it's staff's determination that over 50 percent of the Kemp Road block is currently zoned and used for commercial development (C-2), consequently, the proposed request to C-2 would be compatible with the Code and would achieve the purpose of infill development. The intensity of the proposed expansion will be of a comparable intensity of the zoning and development on the surrounding parcels.

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 ID-1, C-2 and R-5. Within the zoning districts staff identified sixteen vacant residential parcels, nineteen mobile homes, thirty four single family residences, two large parcels with mineral extraction uses, one

vacant commercial and one non-agricultural acreage parcel.

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.

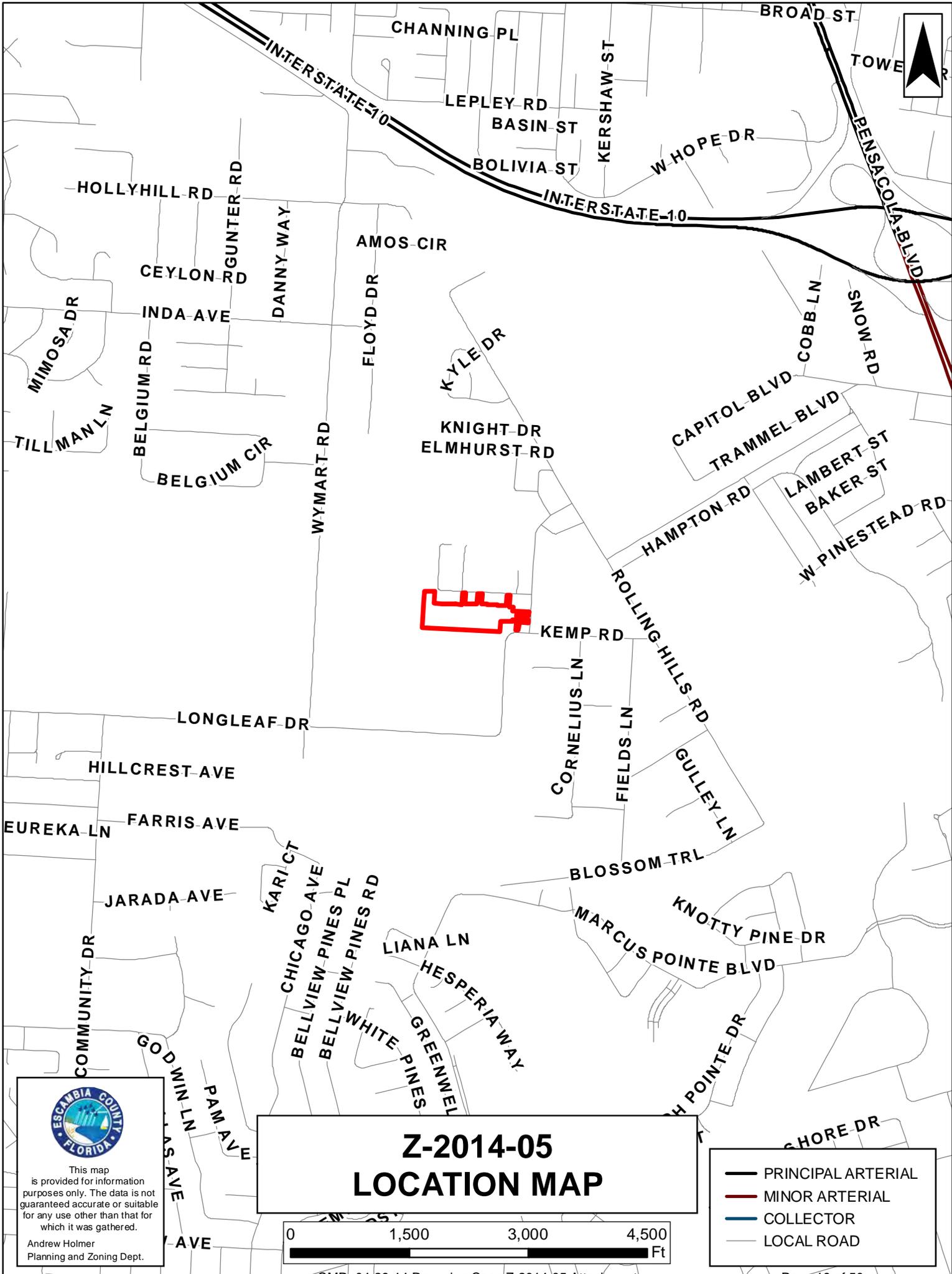
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

The proposed amendment **would result** in a logical and orderly development pattern. Historically, the centralized location and ease of access to the rest of the County, has converted this into a prime area for the commercialization of mineral goods. As the site visit reveals, surrounding large tracks of land house similar commercial endeavors; this compatibility of uses does make the best use of existing roads and infrastructure possible. At the same time, it provides infill development and the consolidation of facilities that provide alike services.

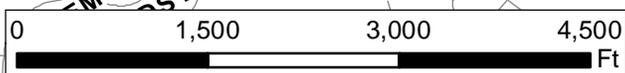
Attachments

Z-2014-05




 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-2014-05 LOCATION MAP



-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD



R-R

ID-1

R-5

SAVAGE LN

ROLLING HILLS RD
YAWL CIR

R-5

LUDLOW ST

CUTTER ST

TWIGGS LN

SAXON ST

R-5

ID-1

R-5

C-2

KEMPRD

ID-1

FOUNTAIN PL

C-2

R-5

KEMPRD

C-1

LONGLEAF DR

R-2

ID-1

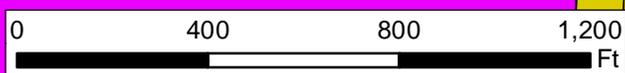
CORNELIUS LN



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-2014-05 ZONING MAP



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

MU-U

MU-U

MU-U

MU-U

MU-U

MU-U

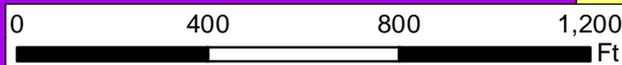
MU-U



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-2014-05 FUTURE LAND USE



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



SAVAGE LN

ROLLING HILLS RD

YAWL CIR

TWIGGS LN

LUDLOW ST

CUTTER ST

SAXON ST

KEMP RD

FOUNTAIN PL

KEMP RD

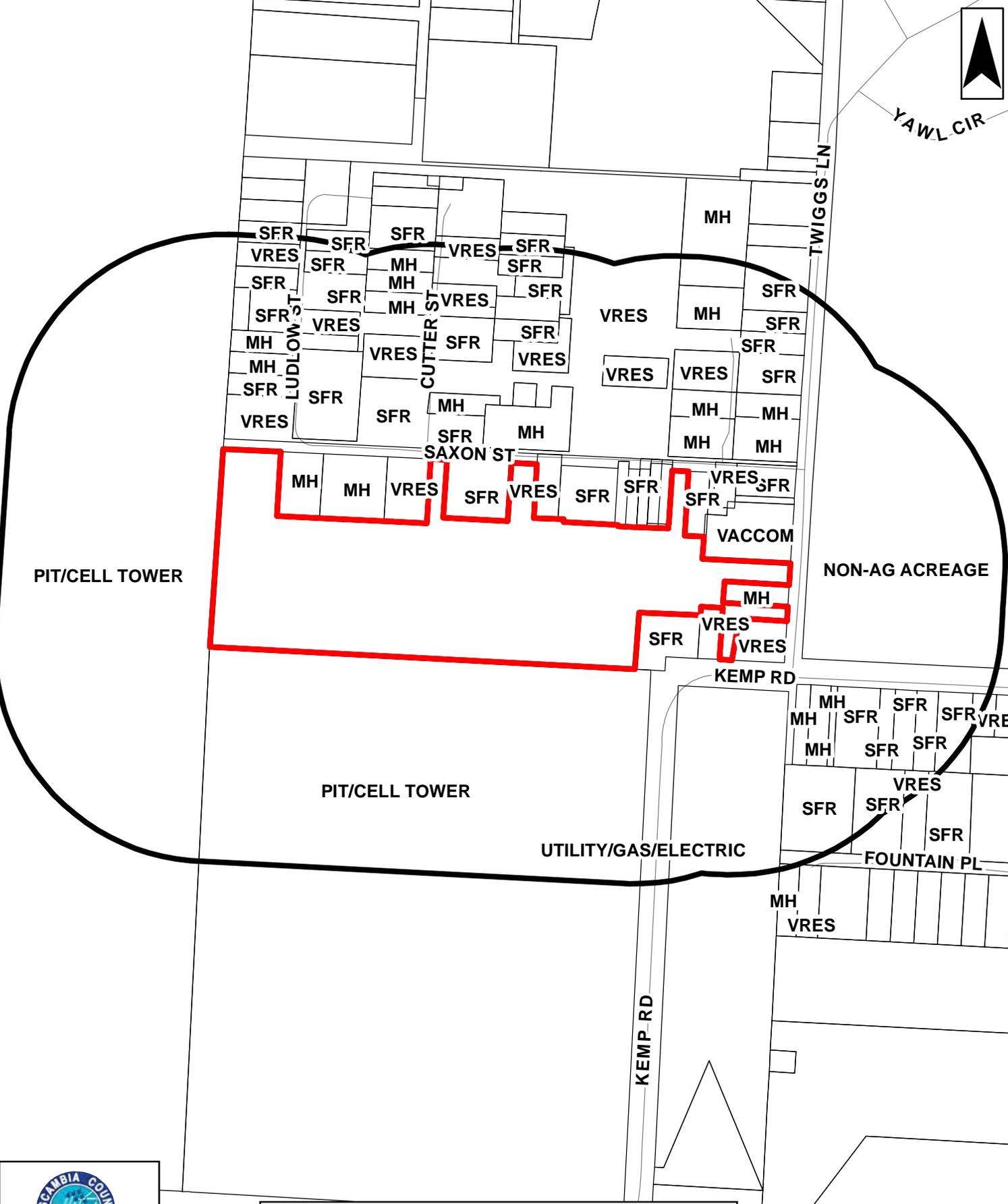
LONGLEAF DR

CORNELIUS LN



YAWL CIR

TWIGGS LN



PIT/CELL TOWER

NON-AG ACREAGE

PIT/CELL TOWER

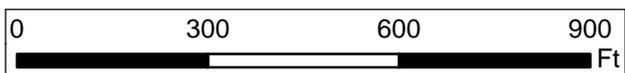
UTILITY/GAS/ELECTRIC



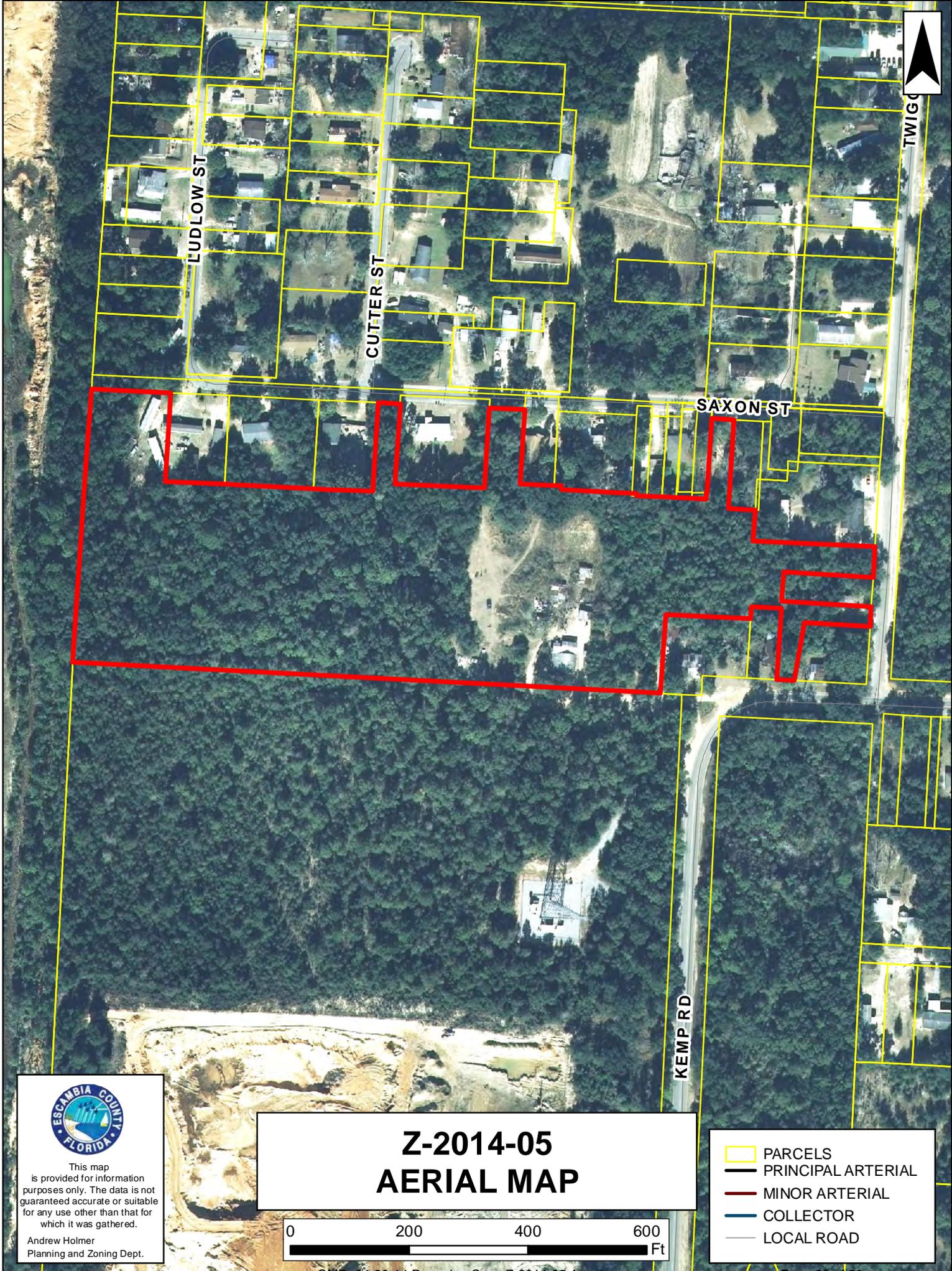
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2014-05 EXISTING LAND USE



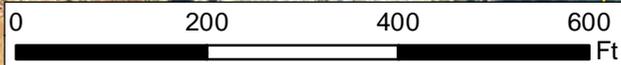
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



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

Andrew Holmer
Planning and Zoning Dept.

Z-2014-05 AERIAL MAP



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



NOTICE OF PUBLIC HEARING REZONING

CASE NO.: **Z-2014-05**
CURRENT ZONING: **R-5** PROPOSED ZONING: **C-2**

PLANNING BOARD

DATE: **03/04/14** TIME: **8:30 AM**

LOCATION OF HEARING

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

BOARD OF COUNTY COMMISSIONERS

DATE: **04/03/14** 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 Northwest into Site



Looking Northwest



Looking South on Kemp



Looking West from Kemp



Looking West from Kemp



NOTICE OF PUBLIC HEARING REZONING

CASE NO.:

Z-2014-05

CURRENT

ZONING:

R-5

PROPOSED

ZONING:

C-2

PLANNING BOARD

DATE:

03/04/14

TIME:

8:30 a.m.

LOCATION OF HEARING

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

BOARD OF COUNTY COMMISSIONERS

DATE:

4/29/14

TIME:

5:45 p.m.

LOCATION OF HEARING

ESCAMBIA COUNTY GOVERNMENT CENTER
221 PALAFOX PLACE
1ST FLOOR BOARD MEETING ROOM



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-5 to: C-2

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

Owner(s) Name: Sutton Properties, LLC Phone: 850-777-6630
 Address: 102 Shoreline Dr., Gulf Breeze, FL 32561 Email: rodney.sutton@cluv.net

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

Property Address: 6841 Kemp Rd., Pensacola, FL 32505
 Property Reference Number(s)/Legal Description: 24-1S-30-1600-000-001

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
- 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.

T. Heath Jenkins
 Signature of Owner/Agent

T. Heath Jenkins, P.E.
 Printed Name Owner/Agent

2/10/14
 Date

Rodney Sutton
 Signature of Owner

Rodney Sutton
 Printed Name of Owner

2/10/14
 Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 10th day of February 20 14,
 by Rodney Sutton

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

Ashleigh McLean
 Signature of Notary
 (notary seal must be affixed)

Ashleigh McLean
 Printed Name of Notary



FOR OFFICE USE ONLY

CASE NUMBER: _____

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

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



Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: _____

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 24-1S-30-1600-000-001

Property Address: 6841 Kemp Rd., Pensacola, FL 32505

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 10th DAY OF February, YEAR OF 2014.

[Signature]
Signature of Property Owner

Rodney Sutton
Printed Name of Property Owner

2-10-14
Date

Signature of Property Owner

Printed Name of Property Owner

Date



AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 6841 Kemp Rd., Pensacola, FL 32505, Florida, property reference number(s) 24-15-30-1600-000-001

I hereby designate T. Heath Jenkins, P.E. 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 10th day of February the year of, 2014, 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.

Agent Name: T. Heath Jenkins, P.E. Email: heath.jenkins@hatchmott.com
Address: 5111 N. 12th Ave., Pensacola, FL Phone: 850-602-9778

Signature of Property Owner (handwritten signature)

Rodney Sutton
Printed Name of Property Owner

2/10/14
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 10th day of February 20 14, by Rodney Sutton

Personally Known OR Produced Identification. Type of Identification Produced:

Signature of Notary (handwritten signature)

Ashleigh McLean
Printed Name of Notary

(Notary Seal)





January 27, 2014

Allyson Cain
Escambia County Development Review
3363 West Park Place
Pensacola, FL 32501

**Re: Rezoning Request – Parcel 24-1S-30-1600-000-001
HMM# 335130**

Dear Allyson,

On behalf of our client we are submitting a Rezoning Request for the referenced parcel. A Power of Attorney executed by Shannon Wright Johnson, Personal Representative of the Estate of Erma Averhart (Owner), is submitted with this application. Rodney Sutton, of Sutton Properties, LLC has signed the Application Documents as Owner as constituted in the Power of Attorney document.

This rezoning request was discussed with County Staff in a meeting held on February 5, 2013.

Submitted with this request is the following information.

- Ownership information provided by Property Appraiser’s Website (No Official Records Listed)
- Power of Attorney from Estate of Erma Averhart (Owner)
- Application/Owner Certification Form
- Concurrency Determination Form
- Affidavit of Owner and Limited Power of Attorney Form
- Boundary Survey of the Referenced Parcel
- Compatibility Analysis
- Application Fee in the amount of \$1,270.50 (Check #1578)

Thank you for your assistance on this project.

Sincerely,

HATCH MOTT MACDONALD

T. Heath Jenkins, P.E.
Project Manager

cc: Rodney Sutton
file

EMMANUEL, SHEPPARD & CONDON
ATTORNEYS AT LAW SINCE 1913

POST OFFICE DRAWER 1271
PENSACOLA, FLORIDA 32591-1271

30 SOUTH SPRING STREET
PENSACOLA, FLORIDA 32502-5612
esclaw.com pensacolalawyer.com
(850) 433-6581
TOLL FREE 1-800-433-6581
FAX (850) 434-7163

JOHN H. ADAMS
ALAN B. BOOKMAN *
GERALD L. BROWN
SARAH K. CARPENTER
ERICK M. DRUCKA ***
PATRICK G. EMMANUEL
PATRICK G. EMMANUEL, JR. *
ROBERT A. EMMANUEL **
GREGORY P. FAYARD
SALLY BUSSELL FOX *
VAN P. GEEKER
CHARLES P. HOSKIN
HOLLY V. JURNOVOY

ANDREA C. LYONS
CRISTI A. MALONE
JOHN W. MONROE, JR. *
JOSEPH A. PASSERETTI
P. MICHAEL PATTERSON
WANDA W. RADCLIFFE
H. WESLEY REEDER **
T. SHANE ROWE
WARREN R. TODD
CECILY M. WELSH
CHARLES P. YOUNG **

ALAN C. SHEPPARD, RETIRED
A. G. CONDON, JR., 1934-2011

*BOARD CERTIFIED REAL ESTATE LAWYER **BOARD CERTIFIED CONSTRUCTION LAWYER ***BOARD CERTIFIED CIVIL TRIAL LAWYER

January 27, 2014

Via Hand Delivery

Mr. Rodney Sutton
120 E. Main Street
Pensacola, Florida 32502

Re: Sutton, Rodney (SNS) p/f Averhart Estate
Our File: 05118-120343

Dear Rodney:

Enclosed please find original Power of Attorney executed on January 23, 2014 by Shannon Wright Johnson as Personal Representative of the Estate of Erma Averhart, deceased, appointing you as her true and lawful attorney on her behalf.

Very truly yours,


Alan B. Bookman
For the Firm

ABB/smr
Enclosure
Cp311

POWER OF ATTORNEY

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, that I, SHANNON WRIGHT JOHNSON, as Personal Representative of the Estate of Erma Averhart, deceased, have made, constituted and appointed, and by these presents do make, constitute and appoint RODNEY SUTTON, as my true and lawful attorney to apply for and execute on my behalf any and all documentation reasonably required by Escambia County, Florida, in order to rezone and obtain a development order for that real property described in the attached Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of January , 2014.

Witnesses:

Patricia P. Lambert

Name: PATRICIA P. LAMBERT

Shannon Wright Johnson

SHANNON WRIGHT JOHNSON

Kristina Trail

Name: Kristina Trail

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this 23rd day of January, 2014, by Shannon Wright Johnson, who personally appeared before me and who is personally known to me or who produced _____ as identification.

Tonya Miller

Name Printed: _____
Commission No.: _____
Expires: _____
[Seal]



TONYA MILLER
MY COMMISSION # EE 186730
EXPIRES: April 5, 2016
Bonded Thru Budget Notary Services

U:\abb\Sutton-Averhart\est of erma averhart poa.doc

Source: Escambia County Property Appraiser

← Navigate Mode Account Reference →

[Restore Full Page Version](#)

<p>General Information</p> <p>Reference: 241S30160000001 Account: 030829000 Owners: AVERHART ERMA ESTATE OF Mail: 1540 SIR HORNE DR PENSACOLA, FL 32505 Situs: 6841 KEMP RD 32505 Use Code: SINGLE FAMILY RESID Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>2013 Certified Roll Assessment</p> <p>Improvements: \$23,827 Land: \$41,280</p> <p>Total: \$65,107 Save Our Homes: \$0</p> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1/Portability Calculations</p>
---	--

<p>Sales Data</p> <p>Sale Date Book Page Value Type Official Records (New Window)</p> <p>None Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	<p>2013 Certified Roll Exemptions</p> <p>None</p> <p>Legal Description</p> <p>S 15A OF E 1/2 OF LT 6 DB 345 P 160 OR 302 P 705 OR 6088 P 994 LESS DB 496 P 286-NEWTON...</p> <p>Extra Features</p> <p>None</p>
--	---

Parcel Information

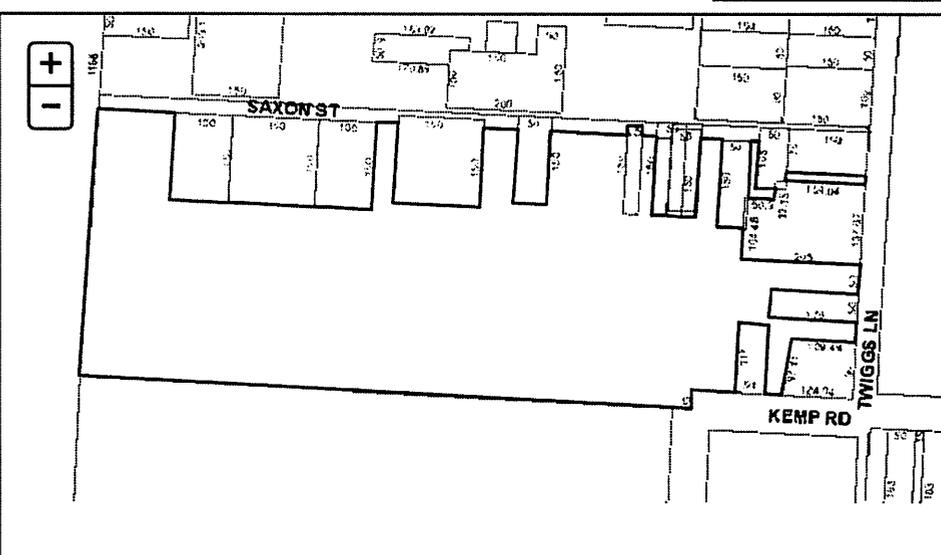
Section Map Id: 24-1S-30-2

Approx. Acreage: 10.3900

Zoned: R-5

Evacuation & Flood Information
[Open Report](#)

[Launch Interactive Map](#)



Compatibility Analysis

**For Rezoning Request of
Parcel 24-1S-30-1600-000-001
6841 Kemp Rd.
Pensacola, FL**

**Hatch Mott MacDonald
HMM Project# 335130**

The designated zoning of the referenced parcel is R-5 (Urban Residential/Limited Office District, (Cumulative) High Density) with a request for rezoning to C-2 (General Commercial District). The following Compatibility Analysis is provided in support of the request. We respectfully request that the County grant a Waiver to the Roadway Requirement of the Locational Criteria as specified in LDC 7.20.02.

The property is bounded by C-2 (General Commercial District) zoning to the South, ID-1 (Industrial District (no residential uses allowed) on the West and R-5 (Urban Residential/Limited Office District, (Cumulative) High Density) to the North and East.

If the rezoning request is granted, the owner intends to expand the existing borrow pit immediately south of the property. The project will be designed and permitted according to the Escambia County Land Development Code (LDC) for development in C-2 zoning. The project will also be designed and permitted per requirements of the Florida Department of Environmental Protection (FDEP).

Surrounding Conditions

The development pattern in the area is primarily industrial; with existing borrow pits bordering the parcel on the west and south. Single family residential development exists to the north and east of the parcel. Waste Management owns the property approximately ¼ mile south of the subject parcel.

Project Compatibility

The project will be designed to comply with the Escambia County Land Development Code with buffer requirements applicable for the proposed activity. It is anticipated that a 100' natural vegetation buffer along with 6' fence will border the property as is currently in place for the existing borrow pit operation south of the parcel.

The project will also achieve long-term compatibility by maintaining the current borrow pit operations located in the area and is a logical expansion of ongoing activities in the area immediately adjacent the property.

Buildings	
Building 1 - Address:6841 KEMP RD, Year Built: 1958, Effective Year: 1958	
Structural Elements FOUNDATION-WOOD/NO SUB FLR EXTERIOR WALL-CONCRETE BLOCK NO. PLUMBING FIXTURES-3.00 DWELLING UNITS-1.00 ROOF FRAMING-WOOD FRAME/TRUS ROOF COVER-CORRUGATED METL INTERIOR WALL-PANEL-PLYWOOD INTERIOR WALL-DRYWALL-PLASTER NO. STORIES-1.00 FLOOR COVER-PINE/SOFTWOOD DECOR/MILLWORK-BELOW AVERAGE HEAT/AIR-UNIT HEATERS STRUCTURAL FRAME-WOOD FRAME	
<input type="checkbox"/> Areas - 1523 Total SF BASE AREA - 1025 BASE SEMI FIN - 410 OPEN PORCH FIN - 28 OPEN PORCH UNF - 60	
Images	
3/23/11	

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Development Services Department
Escambia County, Florida

**PLANNING BOARD
REZONING PRE-APPLICATION SUMMARY FORM**

24-15-30-6000-000-001
Property Reference Number

Heath Jenkins
Name

6841 Kemp Rd
Address

Owner

Agent

Referral Form
Included? **Y** **N**

MAPS PREPARED

- Zoning
- FLU
- Aerial
- Other: _____

PROPERTY INFORMATION

Current Zoning: R-5 Size of Property: 10.39 +/-
 Future Land Use: MU-U Commissioner District: 3
 Overlay/AIPD: NA Subdivision: 1
 Redevelopment Area*: N/A

*For more info please contact the CRA at 595-3217 prior to application submittal.

COMMENTS

Desired Zoning: C-2

Is Locational Criteria applicable? yes If so, is a compatibility analysis required? _____

Applicant requests to rezone parcel to C-2 to expand existing use of adjacent parcel that is currently C-2 + used as C+DD
Will need to have a FLU change from MU-U to Industrial (I) prior to rezoning or same time (per HJ) suggestion from staff. 9.38 acs SSA

- 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: Allyson Can Date: 2/5/14 2/10/14

Applicant/Agent Name & Signature: _____

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.



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

RECEIPT

Receipt No. : **599523**

Date Issued. : 02/10/2014

Cashier ID : VHOWENS

Application No. : PRZ140200006

Project Name : Z-2014-05

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	1578	\$1,270.50	App ID : PRZ140200006
		\$1,270.50	Total Check

Received From : HEATH JENKINS HATCH MOTT MACDONALD

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

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ140200006	691473	1,270.50	\$0.00	6841 KEMP RD, PENSACOLA, FL, 32505
Total Amount :		1,270.50	\$0.00	Balance Due on this/these Application(s) as of 2/11/2014

AVERHART ERMA ESTATE OF
1540 SIR HORNE DR
PENSACOLA, FL 32505

MOORER MICHAEL &
1610 SAXON ST
PENSACOLA, FL 32505

PARRISH IRENE
6991 CUTTER ST
PENSACOLA, FL 32505

WIGGINS BONNER EST OF
6993 LUDLOW ST
PENSACOLA, FL 32505

STALLWORTH CLAUDE
6982 LUDLOW ST
PENSACOLA, FL 32505

SOLES JULIUS &
7830 REGIMENT AVE
PENSACOLA, FL 32534

WILLIAMS IDA BELL &
802 E JORDAN ST
PENSACOLA, FL 32503

MCDUFFIE MARTHA CHRISTINE
6971 TWIGGS LN
PENSACOLA, FL 32505

GANDY WANDA W &
711 PINESTEAD RD
PENSACOLA, FL 32505

WIGGINS JULIUS & MARZELLA
6980 LUDLOW ST
PENSACOLA, FL 32505

WIGGINS JOE JR & BERTA MAE
7520 WEAVER DR
PENSACOLA, FL 32514

BONNER ARTHUR & WILLIE MAE
6961 LUDLOW ST
PENSACOLA, FL 32505

SHOEMO LEILA BASSETT &
802 BRENTWOOD AVE
ALTAMONTE SPRINGS, FL 32701

MOORER HARVEY & ETHEL
1610 SAXON ST
PENSACOLA, FL 32505

BLANKENSHIP MATTIE L
6965 CUTTER ST
PENSACOLA, FL 32505

SALTER WANDA M WARD ANNETTE
711 PINESTEAD RD
PENSACOLA, FL 32505

DAVIS SEPREE & LIZZIE M
6607 HAMPTON RD
PENSACOLA, FL 32505

CABIN PROPERTIES LLC
5012 S 12TH ST
ARLINGTON, VA 22204

MOORER DOROTHY A
2202 WELCOME CIR
CANTONMENT, FL 32533

BILLIPS DOROTHY J
6972 CUTTER ST
PENSACOLA, FL 32505

HENDERSON HEROD
6974 CUTTER ST
PENSACOLA, FL 32505

HARRIS SHANTIA S
6951 TWIGGS LN
PENSACOLA, FL 32505

LAWRENCE ROBERTA
714 WENONAH ST
PENSACOLA, FL 32505

BLANKENSHIP MATTIE &
6965 CUTTER ST
PENSACOLA, FL 32505

MASON FRED E EST OF
1692 SAXON ST
PENSACOLA, FL 32505

MOORER HARVEY J
1610 SEXTON ST
PENSACOLA, FL 32505

BYRD DAVID &
9909 MARINE
EL PASO, TX 79924

HARRIS INEZ HUDSON LIFE EST
6941 TWIGGS LN
PENSACOLA, FL 32505

MOORER JILES
PO BOX 2573
PENSACOLA, FL 32513

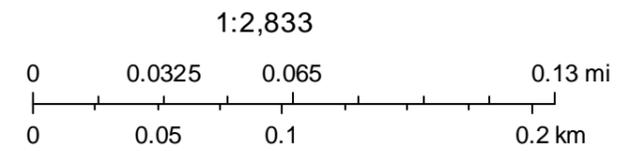
JEFFERSON DIANNA F SHOEMO
802 BRENTWOOD AVE
ALTAMONTE SPRINGS, FL 32701

Chris Jones Escambia County Property Appraiser



February 11, 2014

- ⋯ Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- ⋯ Property Line





BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3/4/14

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2014-05

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

X In Favor ___ Against

*Name: Heath Jenkins

*Address: 5111 N. 12th Ave *City, State, Zip: 32504

Email Address: heath.jenkins@hatchmott.com Phone: 850-698-3526

Please indicate if you:

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

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

All items with an asterisk * are required.

Chamber Rules

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



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3-4-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z2014-05

And
OR

Regular Planning Board Meeting

Agenda Item Number/Description:

SSA-2014-01

In Favor X Against

*Name: Allauddin Hill AL-Ansar

*Address: 6803 Cornelius Lane *City, State, Zip: Pensacola, FL 32505

Email Address: Phone: 479-2173

Please indicate if you:

[X] would like to be notified of any further action related to the public hearing item.

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

All items with an asterisk * are required.

Chamber Rules

- 1. All who wish to speak will be heard 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.

Imam Allaiddin Hill Al-Ansar
c/o Masjid Al-Ansar
6803 Cornelius Lane
Pensacola, FL 32505

2-21-14

Board of County Commissioners
Escambia County Florida
221 Palafox Place
Pensacola, FL 32501

Case # Z 2014-05

We the home owners and citizens of the Wedgewood/Rolling Hills Neighborhood and Communities Association have some legitimate concerns and question about the rezoning request in our community.

1. What specific area and land is the request for?
2. What company, person or persons are requesting rezoning?
3. If rezoning is permitted what type of business, entity, or institution will be allowed in the rezoned area?
4. Will these businesses adversely or positively effect our community and its citizens.
5. What type of growth (economically, spiritually, morally and safety) progressively bring about for us and our community?
6. Will the citizen already in this area be allowed to participate commercially and economically in the rezoned area? Will this participation be encouraged, inspired and helped by the County? Or will it only benefit the entities applying for the rezoning.
7. Will the requesting entities provide any decent jobs for the citizens in this depressed area other than tokenism, we want to grow, progress and advance right along with our community, we do not want to be over looked, neglected or left out etc.
8. What will the county commissioners do about the current adverse conditions and situations already in existence in our community?

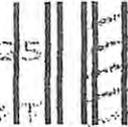
These are some of the concerns and questions we have about the rezoning request in our community.

Please reply.

Sincerely,
Imam Allaiddin Hill Al-Ansar
c/o Masjid Al-Ansar
6803 Cornelius Lane
Pensacola, FL 32505

UNITED STATES POSTAL SERVICE

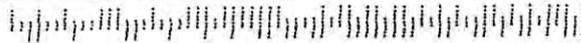
PENSACOLA FL 325



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Imam Allaiddin Hill AL-Ansar
c/o Masjid AL-Ansar
6803 Cornelius Lane
Pensacola, FL 32505



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Sheriff Morgan
1700 W Leonard St.
Pensacola, FL 32501

2. Article Number
(Transfer from service label)

7012 2210 0002 0878 6853

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X B. Kew

Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

3-20-13

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Certified Mail
- Express Mail
- Registered
- Return Receipt for Merchandise
- Insured Mail
- C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

Sheriff David Morgan
Escambia County
Sheriffs Dept
1700 W Leonard St.
Pensacola, FL 32501

3-20-13

AL-Ansar 2

Imam Allauddin Hill AL-Ansar
c/o Masjid AL-Ansar
6803 Cornelius Lane
Pensacola, FL 32505

To Sheriff Morgan:

There is criminal activity in this community, shots being fired on a regular basis. In some instances right next to my home and Masjid AL-Ansar. The last incident was Sunday night 3-17-13 I reported this. There are young children and old people living in this community. There are 7 different churches in this immediate area so apparently they are God conscious, God fearing people. We ask you and the Sheriff's Dept. to intervene and put a stop to this criminal activity before someone is hurt or killed. Thank you.

Sincerely
Imam Allauddin Hill AL-Ansar

As of 4-19-13 no reply from Sheriff.

I did receive a reply from the Sheriff's Dept.
on this matter.

Allauddin

Allauddin AL-Ansar

9-14-12 - 9 Am Shots fired
next door.

9-14-12 - 7.10 pm Same thing.

9-15-12 - 2.20 pm. automatic weapon
being fired next door. Rapid fire.

I called Sheriffs dept. 2 deputies came.

9-20-12 - Shot fired next door.

9-21-12 - 7.40 Am. Shot fired next door.

9-21-12 - 7.45 Am. Another shot fired
next door.

9-21-12 - 6.01 pm Shot fired next door.

9-29-12 - 8.15 Am Shot fired next door.

10-2-12 - 7.15 Am Shot fired next door.

10-3-12 - 7.21 Am Shot fired next door.

12-12-12 - 7.25 Am Shot fired next door.

3-7-13 - 3.15 pm - Shots fired in area.

(Cornelius Lane.)

3-17-13 - 8.30 pm -

3-19-13 - 9.25 pm - 3 shots fired next door

I called Sheriffs dept. deputy came

to my home.

AL ANSAR 3

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



Wilson B. Robertson
District One

Gene M. Valentino
District Two

Lumon May
District Three

Grover C. Robinson, IV
District Four

Steven Barry
District Five

221 Palafox Place, Suite 400
P. O. Box 1591
Pensacola, Florida 32591-1591

Telephone (850) 595-4902
Toll Free (866) 730-9152
Telefax (850) 595-4908
(Suncom) 695-4902

January 24, 2014

Mr. Imam Allauddin Hill AL-Ansar
c/o Masjid AL-Ansar
6803 Cornelius Lane
Pensacola, FL 32505

Dear Mr. AL-Ansar:

Thank you for your letter and concerns about crime and blight in your neighborhood. You are absolutely right, no one should have to live in fear in this community, and it is my sincere desire to address the blighted areas in District 3. I am working with county staff and Sheriff Morgan to develop a plan to address blight and crime in our community. I will forward your concerns to Sheriff Morgan for a response.

Again, thank you for your willingness to bring this information forward.

Sincerely,

Lumon May, Chairman
Board of County Commissioners

RESUME OF THE REGULAR BCC MEETING – Continued

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

1. Continued...

Recommendation: That the Board take the following action concerning Rezoning Case Z-2014-05 heard by the Planning Board (PB) on March 4, 2014:

A. Review and either adopt, modify, overturn, or remand to the PB, the PB's recommendation; and

B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the Rezoning Case that was reviewed, as follows:

- (4) Case Number: Z-2014-05
Address: 6841 Kemp Road
Property Reference Number: 24-1S-30-1600-000-001
Property Size: 9.38 (+/-) acres
From: R-5, Urban Residential/Limited Office District (cumulative), High Density (20 dwelling units per acre)
To: C-2, General Commercial and Light Manufacturing District (cumulative) (25 dwelling units per acre)
FLU Category: MU-U, Mixed Use-Urban
Commissioner District: 3
Requested by: T. Heath Jenkins, Agent for Rodney Sutton, Owner
PB Recommendation: Approval

Approved 4-0, with Commissioner May absent, to reschedule the Rezoning Case for April 29, 2014

Speaker(s) – None.

Z-2014-06

1 who's testifying today been approved by the
 2 Board before as an expert in land use and
 3 planning?
 4 MR. JONES: You are correct, Chair.
 08:40AM 5 MR. BRISKE: Thank you, sir.
 6 Do any of the Board members have any
 7 questions regarding the qualifications of
 8 these individuals to offer expert testimony?
 9 Okay. We will accept them as experts in the
 08:41AM 10 area of land use and planning.
 11 The April 1st, 2014
 12 with the has
 13 previous Board members.
 14 The Chair will entertain a motion to accept
 08:41AM 15 that rezoning hearing package with the staff's
 16 Findings-of-Fact and the legal advertisement
 17 into evidence.
 18 MS. DAVIS: So moved.
 19 MR. WOODWARD: Second.
 20 MR. BRISKE: A motion and a second. All
 21 those in favor, say aye.
 22 (Board members vote.)
 23 MR. BRISKE: Opposed?
 24 (None.)
 08:41AM 25 MR. BRISKE: The motion carries.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM



1 (Motion passed unanimously.)
 2 MR. BRISKE: The rezoning hearing package
 3 along with the staff's Findings-of-Fact and
 4 the legal advertisement will be marked and
 08:41AM 5 included in the record as Composite Exhibit A
 6 for all of today's cases.
 7 (Composite Exhibit A, Rezoning Hearing
 8 Package with the staff's Findings-of-Fact and
 9 the legal advertisement, was identified and
 08:41AM 10 admitted.)
 11 MR. have two cases to be
 12 heard. into them
 13 here.
 14 (Transcription continues on Page 11.)
 15 * * *
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM



1 * * *
 2 CASE NO: Z-2014-06
 3 Applicant: Wiley C. "Buddy" Page, Agent for
 Bear Marcus Pointe, LLC, Owner
 Address: 6521 Rambler Terrace
 4 From: R-5, Urban Residential/Limited Office
 District, (cumulative)
 5 High Density, (20 du/acre)
 To: ID-1, Light Industrial District
 6 (cumulative) (No Residential Uses Allowed)

7
 8 MR. BRISKE: The first rezoning
 9 application is Case Z-2014-06. The applicant
 10 is Buddy Page, who is the agent for Bear
 11 Marcus Pointe, LLC, the owner, 6521 Rambler
 12 Terrace, from R-5, Urban Residential, to ID-1,
 13 Light Industrial District.
 14 I will now ask members of the Board if
 08:42AM 15 there has been any ex parte communication
 16 between you, the applicant, the applicant's
 17 agent, attorneys, witnesses or with any fellow
 18 Planning Board member. Also whether you've
 19 had any contact with any members of the
 08:42AM 20 general public prior to this hearing. Please
 21 also disclose if you have visited the subject
 22 property, and disclose if you are a relative
 23 or business associate of any of the parties.
 24 We'll start with Ms. Oram.
 08:42AM 25 MS. ORAM: Good morning, and no to all.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

1 MS. HIGHTOWER: Good morning. No to all.
 2 MR. GOODLOE: No to all.
 3 MR. WOODWARD: No to all.
 4 MR. BRISKE: The Chairman. No to all.
 08:42AM 5 MR. TATE: No to all.
 6 MS. DAVIS: No to all.
 7 MR. BRISKE: Mr. Wingate.
 8 MR. WINGATE: I did visit the site and no
 9 communications.
 08:43AM 10 MR. BRISKE: Thank you. Staff, was notice
 11 of the hearing sent to all interested parties.
 12 MR. LEMOS: Yes, sir, it was.
 13 MR. BRISKE: Was that notice also posted
 14 on the subject property?
 08:43AM 15 MR. LEMOS: Yes, sir, it was.
 16 MR. BRISKE: Thank you.
 17 Mr. Page, is there any objection to us
 18 presenting the maps and photography at this
 19 time?
 20 MR. PAGE: No.
 21 MR. BRISKE: Juan, will you be presenting?
 22 MR. LEMOS: I am.
 23 MR. BRISKE: If you will give your name
 24 and position on the record, please.
 08:43AM 25 (Presentation of Maps and Photography.)

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

PLANNING BOARD REZONING - APRIL 1, 2014

13

1 MR. LEMOS: Juan Lemos, Escambia County
2 Development Services Planner. Once again this
3 is Z-2014-06. The address is 6521 Rambler
4 Terrace. The request is to go from R-5, Urban
 08:43AM **5** Residential, to ID-1, Light Industrial.
6 This is the location map for the parcel in
7 question. This is an aerial photograph of the
8 parcel. This is our Future Land Use of Mixed
9 Use Urban. It also has a Mixed Use Suburban
 08:44AM **10** within the 500-foot buffer. This is the
11 existing land use in the 500-foot buffer
12 surrounding the property. This is our zoning
13 district R-5. You all see in the 500-foot
14 buffer you have ID-1 and R-6.
 08:44AM **15** This is our public notice sign that was
16 posted on site. This is looking onto the site
17 northwest from Rambler. Looking toward the
18 southeast across the street from Rambler from
19 the site in question. Looking southwest from
 08:44AM **20** Rambler Road. Looking west on Rambler Road.
21 This is our 500-foot radius map for the
22 mailing from the property appraiser. And this
23 is the actual 500-foot radius mailing list,
24 once again from the property appraiser. That
 08:44AM **25** concludes that portion.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

14

1 MR. BRISKE: Staff members, any questions
2 about the maps or photography -- excuse me,
3 Board members?
4 Mr. Page, please come forward and be sworn
 08:45AM **5** in.
6 (Wiley C. "Buddy" Page sworn.)
7 MR. BRISKE: Please state your name for
8 the record.
9 MR. PAGE: Thank you, Mr. Chairman and
 08:45AM **10** members, Buddy Page, Professional Growth
11 Management Services, LLC, 5337 Hamilton Lane,
12 Pace, Florida.
13 MR. BRISKE: Have you received a copy of
14 the rezoning hearing package with the staff's
 08:45AM **15** Findings-of-Fact?
16 MR. PAGE: Yes, I have.
17 MR. BRISKE: Do you understand that you
18 have the burden of proof to provide
19 substantial competent evidence that the
 08:45AM **20** proposed rezoning is consistent with the
21 Comprehensive Plan, furthers the goals,
22 objectives and policies of that plan and is
23 not in conflict with any portion of the Land
24 Development Code?
 08:45AM **25** MR. PAGE: I do.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

15

1 MR. BRISKE: You may proceed, sir.
2 UNIDENTIFIED SPEAKER: We can't hear him.
3 MR. PAGE: Is that better?
4 (Adjusting microphone.)
 08:46AM **5** MR. PAGE: Thank you, Mr. Chairman. I
6 also would request that my testimony be
7 considered as that of an expert, as well.
8 MR. BRISKE: Okay. Board members, we
9 previously qualified Mr. Page as an expert in
 08:46AM **10** this area. Do you have any questions or make
11 a recommendation?
12 MR. WOODWARD: I move Mr. Page be so
13 qualified.
14 MS. DAVIS: Second.
 08:46AM **15** MR. BRISKE: A motion and a second. All
16 those in favor, say aye.
17 (Board members vote.)
18 MR. BRISKE: Opposed?
19 (None.)
 08:46AM **20** (The motion passed unanimously.)
21 MR. BRISKE: Go ahead.
22 MR. PAGE: Thank you, Mr. Chairman. The
23 application before you this morning seeks to
24 change the zoning from a parcel that has been
 08:46AM **25** acquired by the Bear Company from R-5 to match

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

16

1 the balance of all the holdings that they have
2 which are currently zoned ID-1. You've seen
3 from the maps that the parcel is located
4 pretty much to the southeast or southwest
 08:47AM **5** rather of the existing site. The approach and
6 entranceway to that existing operation out
7 there is separate.
8 It's worth noting that the road, even
9 though this parcel fronts on Rambler, the road
 08:47AM **10** itself is a residential road. It dead-ends
11 into the Bear property now and this Board is
12 very much aware that the owners are precluded
13 from ever using Rambler Drive as an
14 entranceway into their facility. Even though
 08:47AM **15** we're requesting that the property be
16 considered for rezoning, all access will be
17 from inside of the existing site which means
18 there will be no traffic, no trucks, no cars,
19 no anything through Rambler.
 08:48AM **20** I spoke with several of the folks in the
21 audience a little earlier before the meeting
22 and several were concerned that if this goes
23 through they simply would come in on Rambler
24 to access whatever they're going to do with
 08:48AM **25** this particular site. And again, as the Board

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

17

1 knows, there's a County ordinance that
 2 precludes that, so they're not allowed to have
 3 that access.
 4 Mr. Chairman, regarding the six criteria,
 08:48AM 5 the consistency with the Comprehensive Plan --
 6 MR. WOODWARD: Mr. Page, what is the
 7 access, Enterprise or off Marcus Pointe?
 8 UNIDENTIFIED SPEAKER: They're going to
 9 come around Enterprise Drive.
 08:48AM 10 MR. PAGE: From the south. As you can see
 11 where the circle is if you think of that as a
 12 clock, go down to about eight o'clock, and you
 13 can see that road that comes up that turns,
 14 that's the main and only entranceway in and
 08:48AM 15 out.
 16 MR. WOODWARD: Thank you.
 17 MR. PAGE: Mr. Chairman, Criterion (1),
 18 consistency with the Comprehensive Plan, we
 19 concur with the staff's conclusion that it is
 08:49AM 20 consistent with the Comprehensive Plan, as
 21 well as consistent with the Land Development
 22 Code, as well.
 23 In terms of the compatibility with the
 24 surrounding areas I think the County's
 08:49AM 25 inventory that they have there shows a

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

18

1 diversity and, of course, all of this backs up
 2 to the Marcus Pointe Industrial Park. The
 3 staff found that it is compatible and we
 4 certainly concur with that, as well.
 08:49AM 5 We see no changed conditions in the area
 6 under Criterion Number (4).
 7 With concern regarding the effect on the
 8 natural environment, there is an existing
 9 wetland on the easterly end of this piece and
 08:49AM 10 that has been investigated as far as a
 11 wetlands delineation. It likely is going to
 12 be jurisdictional wetlands, but regardless
 13 that area would be restricted from any type of
 14 development and it always will be a natural
 08:50AM 15 buffer that would separate this particular
 16 site from adjacent residences.
 17 Regarding Criterion (5), effect on the
 18 natural environment, we don't see anything
 19 outside conversation we just had regarding the
 08:50AM 20 environmental issues that have any impact.
 21 The type of operation that they have out there
 22 now has been ongoing for a number of years.
 23 They've been very compatible with neighbors
 24 with environmental issues. They have a
 08:50AM 25 history of that.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

19

1 So Criterion Number (6), as far as
 2 development patterns go, given the overall
 3 combination of activities and zoning
 4 categories in that area, we concur with the
 08:50AM 5 staff's conclusion that it would result in a
 6 logical and orderly development pattern. If
 7 this Board sees fit to approve this one parcel
 8 that is at the bottom into an Industrial, then
 9 all of their holdings at that particular site
 08:51AM 10 will have a single zoning category of ID-1,
 11 Mr. Chairman.
 12 MR. BRISKE: Thank you, Mr. Page.
 13 Board members, questions so far for
 14 Mr. Page? Okay. Do you have any witnesses to
 08:51AM 15 present at this time?
 16 MR. PAGE: No, sir.
 17 MR. BRISKE: All right. If there are no
 18 questions from the Board members, then we'll
 19 go into the staff's presentation of the
 08:51AM 20 Findings-of-Fact.
 21 (Presentation by Mr. Lemos, previously
 22 sworn.)
 23 MR. LEMOS: Once again, Board members,
 24 Juan Lemos, Escambia County Development
 08:51AM 25 Services Planner.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

20

1 On Criterion (1), consistency with the
 2 Comprehensive Plan, The proposed amendment to
 3 ID-1 **is consistent** with the intent and purpose
 4 of the Future Land Use category Mixed Use
 5 Urban, MU-U, as stated in CPP FLU 1.3.1. The
 6 MU-U FLU range of uses allows for Retail and
 7 Services, Professional Office, Light
 8 Industrial, Recreational Facilities, Public
 9 and Civic uses, while promoting the use of
 10 roads, public services and existing
 11 infrastructure, as stated in FLU 1.5.3.
 12 Buffering and locational criteria will be
 13 addressed under Criterion (2). There is no
 14 development proposed for the parcel at this
 15 time; however, if the owner decides to develop
 16 this parcel at a later time, all of the
 17 requirements under the Comprehensive Plan will
 18 apply.
 19 Criterion (2), Consistency with The Land
 20 Development Code. The proposed amendment **is**
 21 **consistent** with the intent and purpose of the
 22 Land Development Code (LDC). Residential
 23 development is excluded from the ID-1 zoning
 24 district, both to protect residences from
 25 undesirable influences and to ensure the

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

21

1 preservation of adequate areas for
 2 industrial development. Although there is no
 3 proposed development, the application reflects
 4 that the owner's intent is to consolidate all
 5 of the parcels into one identical zoning
 6 category. The parcel's location does meet the
 7 requirements for infill development, as
 8 defined in Article 7.20.03.B. of the LDC.
 9 Also, by promoting compact development the
 10 parcel does qualify for the exemption from the
 11 roadway requirements. When the applicant
 12 decides to develop this property, any proposed
 13 project must meet all of the new development
 14 standards through the Site Plan Review
 08:53AM 15 process.
 16 Criterion (3), Compatibility with
 17 surrounding uses. The proposed amendment **is**
 18 **compatible** with surrounding existing uses in
 19 the area. Within the 500-foot radius impact
 20 area, staff observed properties with zoning
 21 districts ID-1, R-6 and R-5, 23 single-family
 22 residences, two high-density multifamily
 23 parcels, one mobile home, one parcel owned by
 24 Escambia County and two wholesale industrial
 25 use parcels. The location of the parcel is at
 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

22

1 the center of an industrial and high density
 2 residential area of the county, as
 3 reflected in the zoning map. Although the
 4 existing residential uses are located nearby,
 5 the parcel and the industrial zoned
 08:56AM 6 surrounding uses are buffered by natural
 7 vegetation to the East and separated by
 8 existing roadways to the West and South from
 9 the residential uses. Based on the
 10 applicant's request there is no immediate
 08:56AM 11 proposed development for the parcel,
 12 therefore, it is the staff's opinion that the
 13 impact to the residential uses on traffic,
 14 utilities and other available infrastructure
 15 would be minimal at this time.
 16 Criterion (4), Changed Conditions. Staff
 17 found **no changed conditions** that would impact
 18 the amendment or property.
 19 Criterion (5), Effect on the natural
 20 environment. The application contains a
 08:57AM 21 document signed by Edminsten & Associates,
 22 Ecological Consultants, dated December 3,
 23 2013, detailing a preliminary wetland
 24 jurisdiction determination for the parcel in
 08:57AM 25 question. Based on information presented in
 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

23

1 the document, the professional has identified
 2 **jurisdictional wetlands** within the parcel.
 3 When applicable, further review during the
 4 Site Plan Review process will be necessary to
 5 determine if there would be any significant
 6 adverse impact on the natural environment.
 7 Criterion (6) Development Patterns. Based
 8 on the location of the parcel, the current
 9 zoning maps and the surrounding existing land
 10 uses, the proposed amendment **would result** in a
 11 logical and orderly development pattern. The
 12 zoning merger of this parcel to the larger
 13 parent parcel to the North, under the same
 14 ownership, will consolidate the industrial
 15 zoning while maximizing the use of existing
 16 roads and infrastructure. Equally important,
 17 the proposed amendment will promote infill
 18 development and enhance the use of open space
 19 providing buffering for the existing
 20 contiguous residential uses.
 21 That concludes staff's findings.
 22 MR. BRISKE: Thank you. Board members,
 23 any questions?
 24 MR. GOODLOE: Juan, is there a reason why
 08:56AM 25 this parcel was not zoned ID-1 along with the
 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

24

1 rest of that or is this a fairly new purchase?
 2 MR. LEMOS: I think it's a fairly new
 3 purchase and I will defer to the applicant.
 4 MR. PAGE: Yes.
 08:56AM 5 MR. BRISKE: Let the record reflect since
 6 we don't have it recorded, that he did
 7 indicate it was a new purchase. Any other
 8 questions?
 9 MR. WOODWARD: The deed that's attached is
 08:56AM 10 dated December 13, 2013, so that's -- although
 11 the (inaudible) is not attached, the
 12 individual warranty deed is consistent and it
 13 was recorded on the 17th of December, so...
 14 MR. BRISKE: Thank you. Mr. Wingate.
 08:56AM 15 MR. WINGATE: I have some heartburns in
 16 viewing the site of this particular parcel.
 17 It questions me why it wasn't done in the
 18 predevelopment stages. There's a lot of
 19 upscaled 200,000 plus house value in that
 08:57AM 20 particular area. Next to it is a
 21 jurisdictional wetland that seems to be
 22 isolated. And if it was -- what I see in that
 23 neighborhood looking at it from a professional
 24 point of view, who would want ID-1 next to my
 08:57AM 25 \$200,000 house that it could end up being a
 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

PLANNING BOARD REZONING - APRIL 1, 2014

25

1 borrow pit. It could be almost anything that
 2 a neighborhood did not want.
 3 MR. TATE: Isn't it true, though,
 4 Mr. Wingate, the entire Marcus Pointe
 08:57AM 5 subdivision --
 6 UNIDENTIFIED SPEAKER: No, it's separated.
 7 MR. BRISKE: Sir, we cannot have comments
 8 from the audience. We have to have everything
 9 recorded on the record. We have a court
 08:58AM 10 reporter taking verbatim notes here.
 11 Go ahead, Mr. Wingate.
 12 MR. WINGATE: So from driving and looking
 13 at it sometimes we can look at things on a
 14 camera and we look at it personal you see a
 08:58AM 15 different view, but the map says, you know,
 16 the rule is the rule.
 17 MR. BRISKE: Mr. Wingate, you appear to be
 18 in opposition of it. Which of the criteria
 19 did you want to address? The staff's findings
 08:58AM 20 say it is compatible to the criteria, so did
 21 you have an alternate finding on one of the
 22 criterion?
 23 MR. WINGATE: It's kind of difficult when
 24 you look at the map and you see what's around
 08:58AM 25 the area, it's very difficult with something

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

26

1 being consistent and looking at the ground
 2 with R-5 and R-6 and you say what's going to
 3 be next to me later? And if you use
 4 comparisons what has happened with ID-1 areas
 08:59AM 5 in that particular surrounding area, it's
 6 created nightmares for people that have mostly
 7 ID-1 around you. You find ID-1 next to R-2,
 8 R-6, R-5. So there's no (inaudible) case that
 9 I see. From looking and reviewing the
 08:59AM 10 Criterion (5), Criterion (3), it just from my
 11 observation it looked like this is kind of
 12 going to be -- I'm saying the way the deck is
 13 stacked it will probably be nowhere totally
 14 compatible.
 09:00AM 15 MR. JONES: I would like to just point out
 16 some things.
 17 MR. BRISKE: Please state your name and
 18 position.
 19 MR. JONES: Horace Jones, Interim Director
 09:00AM 20 Planning and Zoning Department. As Mr. Lemos
 21 stated and Mr. Wingate was testifying, as you
 22 can see from the area map the site is
 23 currently well buffered. The existing site
 24 for corporation, I believe that's there, is
 09:00AM 25 well buffered and if they do decide to proceed

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

27

1 with development of this property if it's
 2 rezoned the same type of buffering standards
 3 will be in place. I just want to make that
 4 note for the record, that currently the
 09:01AM 5 existing operation as you can see from this
 6 map is clearly well buffered, so if they do
 7 decide to proceed we're going to make sure
 8 that that is the case, as well.
 9 And again, since it is basically under one
 09:01AM 10 parcel, there's the opportunity for the Board
 11 of County Commissioners, if they do decide --
 12 to eliminate split zoning because that has
 13 been a problem in the area, so that is a
 14 possibility to eliminate that for us, plus the
 09:01AM 15 existing operation is currently there, as well
 16 as the buffering standards, it's well
 17 buffered, again, they would have to ensure
 18 that stays well buffered.
 19 MR. BRISKE: Thank you, Mr. Jones.
 09:01AM 20 MS. DAVIS: I do have one more question.
 21 MR. BRISKE: Ms. Davis.
 22 MS. DAVIS: According to the map I'm
 23 looking at here, the aerial photography, there
 24 are only two parcels that would be directly
 09:01AM 25 affected. They're across Rambler. There is

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

28

1 no other parcel that, in fact, touches on it;
 2 am I right?
 3 MR. LEMOS: That's correct. They are
 4 under separate ownership according to the
 09:02AM 5 property appraiser.
 6 MS. DAVIS: Thank you.
 7 MR. BRISKE: Mr. Ross, if you would,
 8 please state your name and position so
 9 everyone knows.
 09:02AM 10 MR. ROSS: Yes, sir. Ryan Ross, Assistant
 11 County Attorney, attorney for the Planning
 12 Board. I just wanted to follow up on
 13 Mr. Jones' remarks just for anyone in the
 14 audience just to note that any further
 09:02AM 15 development -- the rezoning is not a passport
 16 for development of the property. Certainly
 17 any further development will have to go
 18 through the development review process. And,
 19 I think, staff can correct me if I'm
 09:02AM 20 incorrect, but our current Land Development
 21 Code requires extensive buffering between any
 22 residential district and industrial districts
 23 when they are adjacent to one another. So to
 24 echo Mr. Jones' comments, there will be
 09:02AM 25 buffering requirements that will be addressed

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

29

1 through the development review process when it
 2 comes time for future development of this
 3 parcel.
 4 MR. BRISKE: Board members, any other
 09:03AM 5 questions at this point?
 6 Mr. Page?
 7 MR. PAGE: Mr. Chairman, one observation.
 8 In the zoning map, if we could put that one
 9 back up, please, you can see now that this
 09:03AM 10 piece of property is bounded on the northeast
 11 and west by property that is already owned and
 12 zoned commercial by Lewis Bear Company. The
 13 thought that we are putting something new next
 14 door to a zoned piece of property is not
 09:03AM 15 entirely accurate. There is a roadway that
 16 separates, as you can clearly see, this
 17 particular site from the residential property
 18 located across the road. The comment earlier
 19 about this being next to a residential
 09:03AM 20 \$200,000 home is not quite accurate in the
 21 sense of both the location and certainly the
 22 value that we've seen out on the ground. So
 23 we're not asking for any rezoning adjacent to
 24 a \$200,000 house. They own the property on
 09:04AM 25 three sides. The County owns the right-of-way

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

30

1 to the south just for clarification.
 2 MR. BRISKE: Thank you, Mr. Page.
 3 Are there questions at this time for
 4 Mr. Page or the staff before we open public
 09:04AM 5 comment?
 6 MR. WOODWARD: Mr. Page, I'm looking at
 7 the aerial photograph, it's rather large, and
 8 there are two parcels. That one. You notice
 9 that there's a boundary on the south side of
 09:04AM 10 the road for lack of direction. What is on
 11 the last lot that looks like it has more than
 12 one roof on it. Is that a duplex or something
 13 like that or what?
 14 MR. PAGE: I do not know.
 09:04AM 15 UNIDENTIFIED SPEAKER: (Inaudible.)
 16 MR. BRISKE: Hold on. This is the last
 17 time I'm going to say this. Everything has to
 18 be recorded on the record here. This is a
 19 quasi-judicial hearing. If it doesn't get put
 09:05AM 20 in the Court record or on the recording, it
 21 will not go to the Board of County
 22 Commissioners, so when people speak in the
 23 audience, it's not even being recognized
 24 because it's not going to be part of the
 09:05AM 25 record.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

31

1 Mr. Page, do you wish to introduce this
 2 gentleman as a witness and have him testify?
 3 MR. PAGE: I don't know the gentleman and
 4 I don't know what's there.
 09:05AM 5 MR. TATE: Just refer to the map to answer
 6 the question.
 7 MR. BRISKE: Okay. The question was what
 8 is that multifamily facility? Is that a -- go
 9 ahead, Mr. Lemos.
 09:05AM 10 MR. LEMOS: When we visited the site it
 11 looked like multifamily, two separate
 12 buildings. I don't -- we don't actually knock
 13 on the door. It's not a single-family
 14 residence.
 09:05AM 15 MR. BRISKE: Okay. Any other questions
 16 before we open public comments?
 17 MR. WOODWARD: Do you want to...
 18 MR. BRISKE: For those members of the
 19 public who wish to speak on this matter,
 09:06AM 20 please note that the Planning Board bases our
 21 decisions on the six criterion and exceptions
 22 described in Section 2.08.02.D of the Escambia
 23 County Land Development Code. During our
 24 deliberations the Planning Board does not
 09:06AM 25 consider general statements of support or

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

32

1 opposition. Accordingly, when you make your
 2 testimony, please refer to one of these
 3 criterion and the exceptions described in
 4 Section 2.08.02.D. Please also note that only
 09:06AM 5 those individuals who are present and give
 6 testimony on the record before this hearing
 7 will be allowed to speak at the subsequent
 8 hearing before the Board of County
 9 Commissioners. Giving of opinion testimony is
 09:06AM 10 limited to experts.
 11 These are in no particular order. Our
 12 first speaker is Mr. David Bear.
 13 Good morning, sir. If you will be sworn
 14 in and then state your name and address for
 09:07AM 15 the record.
 16 (David Bear sworn.)
 17 MR. BEAR: My name is David Bear. I live
 18 at 885 Tanglewood Drive, Pensacola, Florida,
 19 32503.
 09:07AM 20 MR. BRISKE: Go ahead.
 21 MR. BEAR: And I thank you for hearing me
 22 today. I just wanted to -- I wasn't sure if I
 23 needed to fill out the form to speak or just
 24 to be available to answer questions. The
 09:07AM 25 parcel that my brother and sister and I, Bear

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

PLANNING BOARD REZONING - APRIL 1, 2014

33

1 Marcus Pointe, have purchased and are asking
 2 to be considered for rezoning is surrounded by
 3 the rest of our parcel that we already own and
 4 then fronts Rambler Terrace. We were just
 09:08AM 5 trying to even out our property with the
 6 availability of that parcel that was for sale,
 7 so we want to make it consistent with the rest
 8 of the parcel there for our future use.
 9 MR. BRISKE: Okay. Board members, any
 09:08AM 10 questions of Mr. Bear? All right. Thank you,
 11 sir.
 12 MR. BEAR: Thank you.
 13 MR. BRISKE: Our next speaker, Mr.
 14 William Thompson.
 09:08AM 15 MR. TATE: Mr. Chair, can I just ask, as
 16 we begin to hear from folks in the audience,
 17 that if they would refer to the criterion that
 18 are on the Board up here, these six different
 19 criterion and reference your comments and link
 09:08AM 20 it to one of those.
 21 Also, just so you're aware, that anything
 22 that you say here can be heard in the Board of
 23 County Commissioners meeting. Anything that
 24 you do not say here cannot be heard in that
 09:09AM 25 next meeting. So if you want to be on the

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

34

1 record you need to speak here, but you're
 2 going to only be able to speak to what you
 3 spoke to here in that next meeting.
 4 MR. BRISKE: That is correct. The Board
 09:09AM 5 of County Commissioners does not hear any new
 6 evidence. All the evidence has to be
 7 presented here first and they do get a
 8 transcript of this meeting so they will know
 9 verbatim what was said and you have to limit
 09:09AM 10 your testimony to that.
 11 So with that, Mr. William Thompson,
 12 please.
 13 UNIDENTIFIED SPEAKER: His minutes are
 14 going to go to my husband.
 15 MR. BRISKE: I'm sorry?
 16 UNIDENTIFIED SPEAKER: His minutes are
 17 going to go to my husband.
 18 MR. JONES: He will have to say that for
 19 the record.
 09:09AM 20 MR. THOMPSON: Hello, my name is William
 21 Thompson. I live at 6514 Rambler Terrace.
 22 MR. BRISKE: Let me have you sworn in,
 23 sir.
 24 (William Thompson sworn.)
 09:09AM 25 MR. BRISKE: Go ahead, sir.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

35

1 MR. WILLIAM THOMPSON: My name is William
 2 Thompson. I live at 6514 Rambler Terrace,
 3 32505, Pensacola, Florida. I would like to
 4 give my minutes to my father, Douglas
 09:10AM 5 Thompson, if that's okay.
 6 MR. BRISKE: I'm sorry. I'm not
 7 understanding what you're wanting to do.
 8 MR. WILLIAM THOMPSON: I want all my
 9 minutes to go to my father.
 09:10AM 10 MR. BRISKE: Pass your time on to him?
 11 MR. WILLIAM THOMPSON: Yes.
 12 MR. BRISKE: We have allowed that in the
 13 past, so we're okay with that.
 14 Douglas Thompson. Good morning, sir. If
 15 you could be sworn in and state your name and
 16 address for the record.
 17 (Douglas Thompson sworn.)
 18 MR. DOUGLAS THOMPSON: May name is Douglas
 19 Thompson. I live at 6514 Rambler Terrace,
 09:10AM 20 Pensacola, Florida 32505, and I live directly
 21 across the street from the property in
 22 question. To consider it to be a buffer zone,
 23 just the street, I don't think that's enough.
 24 I mean every time I get up I'm going to be
 09:11AM 25 looking out my front window, or my sons get up

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

36

1 and look out the bedroom, they're going to be
 2 looking at a wall or something or whatever is
 3 going to be built there. I'm not sure what
 4 that will be. I noticed by aerial map that
 09:11AM 5 the people on the east side have some sort of
 6 tree and shrubbery. We're not going to have
 7 anything in front of our place. Basically if
 8 ever in the future we decide to sell this
 9 property the value is going to be going down
 09:11AM 10 because who's going to want to look at a wall.
 11 Right now there's trees and stuff on it but
 12 there's animals. At least it's natural,
 13 natural looking.
 14 One advantage is I hear that they're not
 09:11AM 15 going to have trucks going down the road
 16 that's good because of the fact there are
 17 children that play on that street, my
 18 neighbors' children, their grandchildren. But
 19 to say that quality of life is going to be
 09:11AM 20 okay with this, I don't think so personally.
 21 Okay, and I'm sure a lot of the other
 22 residents around the neighborhood are the same
 23 way. I mean, we're talking about something
 24 that's less than 30 feet from my front gate
 09:12AM 25 and I personally just don't think it's going

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

PLANNING BOARD REZONING - APRIL 1, 2014

37

1 to be a good thing for us or the surrounding
2 area.
3 With the consistency of the land
4 development, we're going to have lights, more
 09:12AM **5** noise. I mean, some of these trucks and stuff
6 crank up at 4:30, five o'clock in the morning
7 to go do their deliveries and we're going to
8 be listening to this waking us up. I mean,
9 it's established now that's what it was going
 09:12AM **10** to be. It could have been a tower. It could
11 have been a junk yard, a recycling salvage
12 yard. Who knows. I don't know. He could put
13 his junk trucks there to take parts off. I
14 don't know.
 09:12AM **15** It definitely will change the condition in
16 the area. It will affect me and my neighbors.
17 And natural -- like I said, right now it's
18 like a little small forest. There's animals
19 that live in there. We've seen rabbits, foxes
 09:13AM **20** and all these different critters that live in
21 that place. I think it's going to have an
22 impact on that.
23 I mean, if he was going to erect some
24 buildings for multi use, people were going to
 09:13AM **25** live there, he gets rent from or something, I

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

38

1 would live with that. That's fine because
2 it's still residential, even if he made an
3 office building in there, but I think it's not
4 good. I don't think it's a good idea. Thank
 09:13AM **5** you.
6 MR. BRISKE: Sir, your son deferred his
7 time to you, so...
8 MR. DOUGLAS THOMPSON: Okay. I was
9 looking over my notes here.
 09:14AM **10** MS. DAVIS: Can I ask you a question?
11 MR. DOUGLAS THOMPSON: Yes.
12 MS. DAVIS: You said you lived directly
13 across the street. Are you on the corner
14 parcel west of that?
 09:14AM **15** MR. DOUGLAS THOMPSON: No. You don't have
16 the map up there. I would be the south. I
17 live right there. (Indicating.) That's where
18 I live.
19 MR. BRISKE: Let the record reflect that
 09:14AM **20** he's showing the parcel to the southeast of
21 the subject property across the street, across
22 Rambler Terrace.
23 MR. WOODWARD: Sir, is that the one that
24 has the real obvious driveway?
 09:14AM **25** MR. DOUGLAS THOMPSON: Yes, you can see

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

39

1 the driveway and that one peak that you
2 mentioned earlier on the other side of those
3 trees, my house is under the trees. That peak
4 you're pointing to right now is my garage.
 09:14AM **5** That was all there when we purchased the
6 property. That's nothing new.
7 Okay. I mean, I know personally I used to
8 live in Key West so if someone were to erect
9 something like across the street or beside you
 09:15AM **10** or whatever, and it's business going to
11 residential, the value of your property would
12 drop. It definitely would.
13 MR. BRISKE: Okay. One thing about giving
14 testimony is that the value of property is a
 09:15AM **15** professional opinion. It has to be by someone
16 who's either a real estate appraiser or
17 someone who has knowledge of appraising values
18 of property. So that's your opinion.
19 MR. DOUGLAS THOMPSON: That's my opinion.
 09:15AM **20** MR. BRISKE: Again, opinion testimony
21 doesn't really count. It has to be facts. I
22 mean, if you had a real estate appraiser as a
23 witness that said it would definitely go down
24 if you do this, then that's a different story,
 09:15AM **25** but that's opinion, so. Go ahead, sir.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

40

1 MR. DOUGLAS THOMPSON: I'm still looking
2 over my notes. Like I said, the natural
3 environment, it was mentioned before that
4 there was a wetlands on there. I'm not sure
 09:16AM **5** exactly how that would be addressed. It's
6 more towards the eastern side of that
7 property. I mean, personally, like I said,
8 I'm not in favor of this at all. I think it
9 goes against the development patterns because
 09:16AM **10** that whole aerial, Rambler Terrace itself is
11 at least 85 percent residential and now you're
12 going to throw up a big wall or building or
13 something. Like I said, it's going to have
14 lights. The lights are going to affect us,
 09:16AM **15** noise, I mean, I can't think of anything else
16 to say right this minute.
17 MR. WOODWARD: May I ask you a question,
18 sir?
19 MR. DOUGLAS THOMPSON: Yes.
 09:16AM **20** MR. WOODWARD: Do you know what kind of
21 operation is across the road from you now?
22 MR. DOUGLAS THOMPSON: Straight across the
23 street?
24 MR. WOODWARD: This big piece of property.
 09:17AM **25** MR. DOUGLAS THOMPSON: Right now it's just

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

PLANNING BOARD REZONING - APRIL 1, 2014

41

1 woods.

2 MR. WOODWARD: I mean the whole piece.

3 When they show you the map it will become a

4 component of a preexisting piece of land owned

09:17AM **5** by the Bear interest.

6 MR. DOUGLAS THOMPSON: He's sort of out of

7 the 500-foot radius zone where his active

8 business is.

9 MR. WOODWARD: I understand. Do you know

09:17AM **10** what goes on up there?

11 MR. DOUGLAS THOMPSON: Yes, a beer

12 distributing company.

13 MR. WOODWARD: So far as you know that's

14 not going to change, is it?

09:17AM **15** MR. DOUGLAS THOMPSON: No, but right now,

16 the existing trees --

17 MR. WOODWARD: That's the question.

18 MR. DOUGLAS THOMPSON: Like I said the

19 existing trees and things --

09:17AM **20** MR. WOODWARD: You answered my question.

21 MR. DOUGLAS THOMPSON: I'm just continuing

22 on. I've got a few seconds left. That is a

23 noise when his trucks go up and down that back

24 road we don't hear them unless you're standing

09:17AM **25** right out in front on the street or something

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

42

1 you may hear one pass by daily, but now you're

2 going to have them right across the street.

3 There will be no buffer zone. There will be

4 no trees to stifle the noise.

09:18AM **5** MR. WOODWARD: You're predicting. You're

6 not testifying.

7 MR. DOUGLAS THOMPSON: Yes, I'm

8 predicting. I've seen this happen before.

9 MR. WOODWARD: That's not admissible.

09:18AM **10** MR. DOUGLAS THOMPSON: But I've seen it

11 happen before.

12 MR. WOODWARD: Well, maybe somewhere else,

13 but that's not admissible. So you can't say

14 it's coming down, so you're predicting and

09:18AM **15** guessing.

16 MR. DOUGLAS THOMPSON: Right now I'm

17 predicting.

18 MR. WOODWARD: Thank you.

19 MR. DOUGLAS THOMPSON: Okay.

09:18AM **20** MR. BRISKE: Any other questions for

21 Mr. Thompson? Thank you, sir.

22 MR. DOUGLAS THOMPSON: Thank you. Okay.

23 MR. BRISKE: One thing that I wanted to

24 address to make sure that everyone

09:18AM **25** understands, when the Planning Board makes a

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

43

1 decision on a rezoning, we consider these six

2 criterion that are on the Board. We do not

3 consider what is going to be built there.

4 Anything that is allowed in the ID-1 is what

09:18AM **5** will be allowed to be built there. Now, as

6 Mr. Horace Jones said, there is extensive

7 review, what we call the development review

8 process, if they were to come -- let's just

9 say they were successful in getting this

09:19AM **10** rezoned and then they would have to come back

11 to the County and go through extensive review

12 from all the departments.

13 Horace, tell all the departments and

14 everything that happens in that development

09:19AM **15** review, including the buffering, the traffic,

16 everything, if you would, please.

17 MR. JONES: Yes. Again, my name is Horace

18 Jones. Mr. Briske is absolutely correct. If

19 the Planning Board recommends approval and if

09:19AM **20** the BCC approves this rezoning case and if the

21 developer or whoever wishes to develop this

22 property, they will have to have what we call

23 a site plan review process where all the

24 entities within Escambia County, for example,

09:20AM **25** traffic, transportation, wetlands, my staff,

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

44

1 would have to look at what is being proposed

2 and that proposal must meet extensive,

3 extensive, regulations, buffering

4 requirements, traffic. We look at traffic

09:20AM **5** flow, we look at traffic patterns. Our

6 transportation people that are back there now,

7 they will be definitely engaged in it.

8 Wetlands and stormwater requirements, all of

9 those things will be reviewed by the site plan

09:20AM **10** review staff.

11 So this is just not the end of it. There

12 will be citizens involved, all the records

13 will be open public record, so you can have a

14 chance, if they do decide to build, to review

09:20AM **15** all those records. You can look at the plan

16 once they decide to submit, if they do decide

17 to submit, is public, there will be citizen

18 engagement, so this will not be the end.

19 There are other regulations, if they decide to

09:21AM **20** approve it, that they must abide by and it's

21 just not easy. But we will try to make sure

22 that the citizens are involved.

23 MR. BRISKE: Thank you, Mr. Jones. Just

24 to reiterate, this process for rezoning is one

09:21AM **25** step and it addresses the six criterion up

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

PLANNING BOARD REZONING - APRIL 1, 2014

45

1 here. If approved or recommended for approval
2 and then approved by the County Commissioners,
3 then if they wanted to build something there
4 that's the next step. They would have to go
 09:21AM **5** through development review and all of the
6 things that Horace was just talking about.
7 Horace, would you speak to the buffering
8 requirements on an ID parcel and explain what
9 they would be required to do if they built
 09:21AM **10** something?
11 MR. JONES: Right. If they do build
12 something, there are some extensive buffering
13 requirements for ID-1 uses, industrial type
14 uses in this particular area. There would be
 09:21AM **15** some buffering requirements even in front of
16 Rambler Drive, some landscaping requirements
17 that must be in place. We want to look at all
18 of that. I just can't recall all off the top
19 of my head, but we will look at those
 09:22AM **20** buffering standards and make sure that they
21 are in place and that there's no adverse
22 impact on the surrounding neighbors.
23 MR. BRISKE: Regardless of which way this
24 recommendation goes today or the way that the
 09:22AM **25** County Commissioners vote, Horace, if someone

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

46

1 was going to develop that property in its
2 current state or if it was rezoned, would they
3 have to go through the development review
4 process?
 09:22AM **5** MR. JONES: Absolutely. Correct, yes sir.
6 MR. BRISKE: So either way, anything
7 that's going to be built on that property they
8 would have to go through the next step anyway.
9 MR. JONES: Yes. Of course, that is zoned
 09:22AM **10** R-5 now. The same thing would have to be met
11 as well, but with ID-1, because ID-1 is a more
12 intense use, the requirements are much more
13 stringent and stricter when it comes to
14 development of that site.
 09:23AM **15** MR. BRISKE: I just wanted to make sure
16 that everybody understood exactly what we're
17 doing here and what the steps are going
18 forward, because the Planning Board does not
19 consider what is going to be built there or
 09:23AM **20** what is not going to be built there. We only
21 consider these six criterion and whether or
22 not it's consistent with these six criterion
23 or not. The buildings and everything else
24 that happens after that fact is a whole
 09:23AM **25** different set of rules and regulations. I

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

47

1 just want to make sure everybody understands
2 that. I hear a lot of concerns about
3 buffering and traffic, and things like that.
4 Before any development could happen, those
 09:23AM **5** would all have to be addressed.
6 MR. JONES: Absolutely.
7 MR. BRISKE: Robert Bauspies.
8 MR. BRISKE: Sir, if you would be sworn in
9 and state your name and address for the
10 record.
11 (Robert Bauspies sworn.)
12 MR. BRISKE: Good morning, sir. Your name
13 and address, please.
14 MR. BAUSPIES: Is this on? I live at
 09:24AM **15** Ladner Drive and my name is Robert Bauspies.
16 I am the --
17 MR. JONES: Excuse, me, sir. You may need
18 to speak into this portable mike.
19 MR. BAUSPIES: Thank you.
 09:24AM **20** MR. BRISKE: We're having some problem
21 with the AV equipment here.
22 MR. BAUSPIES: Is this one on?
23 MR. BRISKE: Yes, sir.
24 MR. BAUSPIES: I don't know if they can
 09:24AM **25** bring this map up or not, but on this map that

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

48

1 is where I live. Right there.
2 MR. BRISKE: It looks like you're showing
3 a picture of the Marcus Pointe Villas plat
4 map.
 09:24AM **5** MR. BAUSPIES: Yes, sir. I have extra
6 copies here that I will leave with you.
7 MR. WOODWARD: Do you want us to mark that
8 as an exhibit?
9 MR. BAUSPIES: Yes, please.
 09:24AM **10** MR. WOODWARD: Then tender them.
11 MR. BRISKE: Hand it to them and we'll
12 introduce it as evidence into the case. Go
13 ahead and stop the timer, please.
14 MR. BAUSPIES: I'm nervous.
 09:25AM **15** MR. JONES: You're doing a good job.
16 We're here to help you.
17 MR. TATE: Sir, give us just a second to
18 review it.
19 MR. BRISKE: We want to make sure it gets
 09:25AM **20** brought in as part of the record so that if
21 you refer to it in the BCC meeting it's part
22 of our record.
23 MR. WOODWARD: What is your last name
24 again, sir.
25 MR. BAUSPIES: My name is Bauspies.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

PLANNING BOARD REZONING - APRIL 1, 2014

49

1 MR. WOODWARD: Spell it for me.
2 MR. BAUSPIES: B-A-U-S,P, as in Peter,
3 I-E-S.
4 MR. WOODWARD: There are some letters A
 09:25AM **5** equals 36, B equals 45, C equals six, a sum of
6 87. Does that mean anything one way or other
7 than it's handwriting?
8 MR. BAUSPIES: That's just handwriting.
9 There's 87 residents that live in Marcus
 09:26AM **10** Pointe Villas and I'm the president of Marcus
11 Pointe Villas Homeowners Association. It is
12 not incorporated, but it is a volunteer group
13 of people who maintain this entire area all up
14 and down Rambler Drive going in out and we
 09:26AM **15** only have one entrance in out of this
16 subdivision. There is no other way to get in
17 and out.
18 MR. WOODWARD: Would you say your house is
19 the one nominated block B in the upper
20 right-hand corner?
21 MR. BAUSPIES: It's in the block B. I own
22 those two lots right there, the very tip of
23 that corner there.
24 MR. WOODWARD: Mr. Chairman, I move that
 09:26AM **25** this be accepted into evidence.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

50

1 MR. BRISKE: Thank you. We have a motion
2 to accept a Marcus Pointe Villas plat map, a
3 document, and we're going to call it
4 Mr. Bauspies' Exhibit Number 1.
 09:26AM **5** We have a motion. Is there a second?
6 MR. GOODLOE: Second.
7 MR. BRISKE: A second. Any discussion?
8 All those in favor, say aye.
9 (Board members vote.)
 09:27AM **10** MR. BRISKE: The motion carries.
11 (The motion passed unanimously.)
12 MR. BRISKE: We'll pass it along to the
13 Board members for review. Return it to me,
14 please, for part of the record.
15 (Bauspies' Exhibit 1, Marcus Pointe Villas
16 Plat Map, was identified and admitted.)
17 MR. BRISKE: Go ahead, sir. You may
18 continue.
19 MR. BAUSPIES: I wanted to take and say
 09:27AM **20** one thing. Lewis Bear has been a very nice
21 company. I have no doubt about them. But my
22 property abuts directly next to theirs and I
23 have storage tanks sitting outside my back
24 yard with all of his fuel. I have his trucks
 09:27AM **25** that get up every morning at five o'clock in

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

51

1 the morning and make a lot of noise out of my
2 back. I've been very very patient with this
3 for a long time. I have even gone over and
4 talked to the Bear people and asked them, you
 09:27AM **5** have a storm shelter here, is there any
6 possibility that the people in our subdivision
7 there would have the ability to come there in
8 the event of a hurricane and be able to be in
9 your storm shelter? And they rejected it and
 09:28AM **10** said, no. We don't want them. That's fine.
11 In the proposal of this property I'm
12 concerned about the fact that, number one, as
13 a professional I deal with the property owners
14 of this entire area and the values of their
 09:28AM **15** property. And as you all know and are fully
16 aware of the fact that the property values
17 have gone down over the last few years,
18 they're not coming back. They're not taking
19 and selling for a more appreciable value
 09:28AM **20** anymore. And so the homeowners as a group are
21 absolutely concerned about changing what we're
22 dealing with as compatible areas. It's not
23 compatible to what we have there. I'm sorry.
24 It is not compatible. I'm not an attorney and
 09:29AM **25** I don't know the legal ramifications of it,

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

52

1 but I do know this, that at 75 years of age
2 I'm concerned about my property values because
3 I don't know how long I'm going to live.
4 So, quite frankly, this area right there
 09:29AM **5** that you're talking about, directly across the
6 road is an apartment complex with a lot of
7 residences in it. If they've ever done a
8 study on the road, which he was referring to,
9 which is Marcus Pointe Boulevard and Rambler
 09:29AM **10** Drive, you will find that there are potential
11 accidents that take place there on a regular
12 basis, day after day because we have Manheim
13 that comes in and out with all their big long
14 trucks and everything, down residential
 09:30AM **15** property and comes in and out of that area.
16 Plus we have all the Lewis Bear trucks that
17 are coming in and out of there and all the
18 industrial area that has their trucks coming
19 in and out, so we're dealing with a real
 09:30AM **20** problem at that intersection.
21 MR. WOODWARD: Let me ask you a question.
22 Are you telling me that there's Lewis Bear
23 trucks actually coming into your subdivision?
24 MR. BAUSPIES: No, sir, they're coming
 09:30AM **25** down Marcus Pointe Boulevard.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

PLANNING BOARD REZONING - APRIL 1, 2014

53

1 MR. WOODWARD: Answer the question. Just
2 answer the question I asked. You can explain
3 after I ask the question.
4 Was Lewis Bear there when you moved there?
 09:30AM **5** MR. BAUSPIES: No.
6 MR. WOODWARD: They established that yard
7 after you moved there?
8 MR. BAUSPIES: Yes, sir.
9 MR. WOODWARD: When did you move there?
 09:30AM **10** MR. BAUSPIES: I've been there for about
11 15 years.
12 MR. BRISKE: Sir, I'll ask you to go ahead
13 and wrap your comments up. Your time has
14 expired, so if you will make a final comment
 09:30AM **15** and we'll move on to our next speaker.
16 MR. BAUSPIES: All I want to do today is
17 to make sure that we're taking and doing
18 something that is not compatible to the area.
19 It's not. It really is not. If you ever take
 09:31AM **20** and go in there and really look at it and
21 investigate it and take a good look at it like
22 he did, you will find that is not compatible
23 I'm sorry, but that's just the fact of the
24 matter.
 09:31AM **25** MR. BRISKE: Thank you for your comments

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

54

1 sir. Thank you for coming down. Any
2 questions of this gentleman?
3 MR. TATE: No, but I would make a comment
4 for his information. Sir, in reference to the
 09:31AM **5** time of day that trucks run or don't run,
6 there are county ordinances about the time of
7 day that equipment can move and disturb you.
8 If you have issues with those you need to
9 address that directly with the proper division
 09:31AM **10** within the County that can handle that for
11 you. That's in reference to your comments
12 about the time of day that the trucks are
13 moving and disturbing the peace in your
14 neighborhood. That is an issue that can be
 09:32AM **15** addressed.
16 MR. BAUSPIES: All right.
17 MR. TATE: County Code Enforcement.
18 MR. BAUSPIES: Okay.
19 MR. BRISKE: Thank you, sir.
 09:32AM **20** Our next speaker is Almeda Thompson. Good
21 morning, ma'am. If you will be sworn in and
22 please state your name and address for the
23 record.
24 (Almeda Thompson sworn.)
 09:32AM **25** MR. BRISKE: All right, ma'am. Your name

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

55

1 and address, please.
2 MS. THOMPSON: I live at 6514 Rambler
3 Terrace.
4 MR. BRISKE: Your name, please?
 09:32AM **5** MS. THOMPSON: Almeda Thompson.
6 MR. BRISKE: Thank you, ma'am. You may
7 proceed.
8 MS. THOMPSON: I live in that \$200,000
9 home that y'all say and I will be staring
 09:32AM **10** right next to it. I mean, you wouldn't want
11 your home next to a beer factory. I'm a
12 Baptist and I do not want it right there. He
13 lives across -- his property is here. The
14 property there was secretly bought. The signs
 09:33AM **15** were on this side. Nobody knew about it. My
16 neighbor did not get one. She's 500 from it.
17 My next neighbor didn't get one. They're 500
18 from it. They didn't get it. I went around
19 the neighborhood.
 09:33AM **20** My sister got screamed at by my Realtor
21 that sold me the house, because he wanted it
22 kept quiet for Lewis Bear because that's his
23 friend. So you want a Realtor here? Well,
24 mine is getting things from him so he doesn't,
 09:33AM **25** you know, they might be charity, but he gets

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

56

1 them.
2 This is my retirement home and probably my
3 son's home after, my three sons. This is the
4 last home I will ever buy. Early in the
 09:33AM **5** morning I sit on the front porch to relax.
6 I'm disabled.
7 Yes, the animals are there, and Code (3),
8 (4) and (5) are being violated. There are
9 animals there. I saved a crane's life because
 09:34AM **10** of a bird that fell. I called Navarre and
11 they came and got it and saved its life. The
12 woods protect the animals. The animals are
13 right there. I watch them. There's rabbit.
14 I got a Persian cat from the shelter. It goes
 09:34AM **15** out there and likes to sit right there in the
16 woods and then when I call it comes right home
17 and goes right back in the house.
18 I did go around the neighborhood. A lot
19 of the neighbors oppose it. They are not in
 09:34AM **20** favor of this rezoning. There is a lot of
21 noise and I hear it myself there. And the
22 lights. They are there. You get up at 5:00
23 in the morning that noise is going when I go
24 sit on my front porch. My home is a beautiful
 09:35AM **25** home. We have three garages. You had it up

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

PLANNING BOARD REZONING - APRIL 1, 2014

57

1 there. You just saw the garbage cans. It is
 2 a beautiful home and I don't want my home
 3 destroyed. It's the last home I'm going to
 4 have. Please help us. Thank you.
 09:35AM 5 MR. WOODWARD: Ms. Thompson, I have a
 6 question. Was the Lewis Bear installation
 7 there when you moved in?
 8 MS. THOMPSON: Yes, that part was and it's
 9 huge.
 09:35AM 10 MR. WOODWARD: That's all I wanted to
 11 know. Thank you.
 12 MS. THOMPSON: He doesn't need anymore
 13 property. If he wants more property why
 14 didn't he (inaudible) Marcus Pointe Golf
 09:35AM 15 Course.
 16 MR. BRISKE: Thank you, Ms. Thompson. Any
 17 questions? Thank you.
 18 Our next speaker is Steven Thompson. Good
 19 morning, sir. If you will be sworn in and
 20 then state your name and address for the
 21 record.
 22 (Steven Thompson sworn.)
 23 MR. BRISKE: Name and address, please,
 24 sir.
 09:36AM 25 MR. STEVEN THOMPSON: My name is Steven
 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

58

1 Thompson. I live at 6514 Rambler Terrace. My
 2 mom just spoke. It's my parents' home. You
 3 know, that's like she said, that's the last
 4 home they ever bought and one day I hope my
 09:36AM 5 kids live there. You know, it would be -- I
 6 would like for them to see those woods, but
 7 obviously they're going to grow up seeing a
 8 wall. I don't think anybody would want that.
 9 MR. WOODWARD: Let me ask you a question.
 09:37AM 10 What is the source of there's going to be a
 11 wall?
 12 MR. STEVEN THOMPSON: I just heard it.
 13 MR. WOODWARD: You just heard there's
 14 going to be a wall?
 09:37AM 15 MR. STEVEN THOMPSON: Yes.
 16 MR. WOODWARD: Mr. Bear hasn't told you
 17 there's going to be a wall, has he?
 18 MR. STEVEN THOMPSON: No, he has not.
 19 MR. WOODWARD: So you don't know that
 09:37AM 20 there's going to be a wall. Just heard
 21 there's going to be a wall; is that correct?
 22 MR. STEVEN THOMPSON: Yes.
 23 MR. WOODWARD: Thank you.
 24 MR. BRISKE: Please continue.
 09:37AM 25 MR. STEVEN THOMPSON: Well, anyway...
 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

59

1 MR. BRISKE: Gentlemen, I'm going to ask
 2 you to please be quiet. We're recording
 3 everything here and it's picking that up. Go
 4 ahead, sir.
 09:37AM 5 MR. STEVEN THOMPSON: I just want to make
 6 sure that our home, you know, it has to view
 7 something that they bought. When my parents
 8 bought the home it was all residential.
 9 MR. BRISKE: If you look at the criteria
 09:37AM 10 that we have on the Board, which of the six
 11 criterion you specifically want to speak to?
 12 Again, I remind you, that's what this Board
 13 has to consider. Go ahead.
 14 MR. STEVEN THOMPSON: I guess it would
 09:38AM 15 be -- I really don't know, sir.
 16 MR. BRISKE: Development patterns?
 17 MR. STEVEN THOMPSON: Yes.
 18 MR. BRISKE: Okay. I want to allow you
 19 the opportunity to get your information on the
 09:38AM 20 record because as I said when you go to the
 21 County Commissioners you have to have had your
 22 comments on the record. So you're concerned
 23 about the development patterns of the area.
 24 Go ahead. You can finish, sir.
 09:38AM 25 MR. STEVEN THOMPSON: I guess that's
 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

60

1 pretty much it.
 2 MR. BRISKE: Okay. Board members, any
 3 question for Mr. Steven Thompson? Thank you,
 4 sir.
 09:38AM 5 Kenneth Scott Nash. Good morning, sir.
 6 Be sworn in and state your name and address
 7 for the record, please.
 8 (Kenneth Scott Nash sworn.)
 9 MR. BRISKE: State your name and address
 09:39AM 10 for the record, please.
 11 MR. NASH: My name is Kenneth Scott Nash.
 12 I live at 249 Eusebia Street.
 13 MR. TATE: Use the microphone.
 14 MR. BRISKE: Yes, sir. There's a
 09:39AM 15 microphone. Again, we're recording.
 16 MR. NASH: My name is Kenneth Scott Nash.
 17 I reside at 249 Eusebia Street. I am the
 18 nephew of Almeda Thompson and Doug Thompson
 19 and I was there when they were going to
 09:39AM 20 purchase the house. I just heard that you had
 21 this nice buffer zone that keeps showing these
 22 trees and you're saying all the rest of this
 23 area is already an industrial area. Well, I
 24 can't do anything about that right now.
 09:39AM 25 Someone has already sold it off and changed it
 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

PLANNING BOARD REZONING - APRIL 1, 2014

61

1 for them. I can do something for this
2 property.
3 This is directly across the street from a
4 residential property and you're saying no
 09:39AM **5** residential uses allowed. Well, residential
6 view is part of that. As soon as they get
7 this part of the land, it looks like it's more
8 than enough to get an industrial park there.
9 Right now that is going to keep it -- a lot of
 09:40AM **10** stuff out. There is a road that goes around
11 that. That entire section is a woodland area.
12 Now you're saying it's an industrial area.
13 Okay. Why are we moving an industrial area
14 in? It's woods right now, so that says it's
 09:40AM **15** going to be an industrial heavy duty park. If
16 you look at the other part of the aerial view
17 what does it look like on the rest of Lewis
18 Bear section? To me it looks rather desolate.
19 I can't predict is what he said.
 09:40AM **20** Unfortunately, like I said, I heard they may
21 put warehouses there. Do you want to put a
22 possible warehouse in front of your land,
23 right in front of your house?
24 I did work over at Folkers. When I was
 09:41AM **25** there we did get up, get there at six o'clock

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

62

1 in the morning and we helped the trucks.
2 Their trucks mostly were out of this property
3 I can attest that we did get there early.
4 As I said, this is a wildlife area. Once
 09:41AM **5** they get that property ID industrial only,
6 that's a full section. He said a buffer.
7 What is a buffer? What he said for the buffer
8 was a few bits of landscaping that will cover
9 it up and hide it. I'm just guessing and
 09:41AM **10** looking at that, he's got that entire section
11 industrial; he's going to bulldoze the woods.
12 That's what I'm seeing. He's going to
13 bulldoze the woods and put some sort of plants
14 there. The only way I can say stop this is at
 09:42AM **15** this zoning meeting.
16 MR. BRISKE: Thank you, sir. Any
17 questions for Mr. Nash? Thank you, sir.
18 MR. BRISKE: Doug Thompson. Good morning,
19 sir. Be sworn in and state your name and
20 address for the record.
21 (Douglas Thompson, Junior sworn.)
22 MR. DOUGLAS THOMPSON, JR.: Good morning.
23 My name is Douglas Thompson, Junior. I live
24 at 6514 Rambler Terrace. I really have no
 09:42AM **25** argument to say. My father has already

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

63

1 addressed everything I was going to say. I
2 have no other words to describe my statement.
3 MR. BRISKE: Do you have any concerns
4 about these criterion that are on the Board,
 09:43AM **5** sir? Like I said, we want to get it on the
6 record now so if you choose to speak at the
7 commission meeting you can.
8 MR. DOUG THOMPSON: I might be working
9 that day, so I probably won't be at the
 09:43AM **10** meeting. So I have no words to say. Like I
11 said, my father already had said everything
12 that I could say.
13 MR. BRISKE: So the record reflects that
14 you're in opposition of the rezoning. Thank
 09:43AM **15** you. Any questions for Mr. Thompson? Thank
16 you, sir.
17 Martha Nash. Good morning, ma'am. Please
18 be sworn in and state your name and address
19 for the record.
 09:43AM **20** (Martha Nash sworn.)
21 MS. NASH: My name is Martha Nash. I live
22 at 249 Eusebia Street. This was my sister's
23 and brother-in-law's dream home. She
24 taught -- I have several conditions. She is
 09:44AM **25** severely handicapped.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

64

1 I know something about the property.
2 Okay, let's go -- I object to (1). I object
3 to (3). I object to (4). And I object to
4 (6). All of it I cannot exactly prove because
 09:44AM **5** some of it is hearsay. Number one, I wasn't
6 going to come speak. I was the one sitting in
7 a car with a severe toothache and I still hurt
8 in pain and someone came up to me who was
9 supposed to be a friend. What are you doing
 09:44AM **10** wasting your time? Don't you have something
11 better to do? So evidently I was considered
12 the one as a threat because I was one of the
13 people who helped save Rawson Lane when a big
14 person, who had a lot of money, went against
 09:45AM **15** the small guy. My sister's property could be
16 a value of 100,000, I mean, \$300,000.
17 Where do you get there is a wall being
18 built? I'm the one that heard that there
19 would be a wall being built by the real estate
 09:45AM **20** agent. I talked to Lewis Bear. Your sister
21 or nobody has anything to be worried about.
22 They're going to build a high wall up.
23 Noise level. My next door neighbor's son
24 works for them as a security guard. His
 09:45AM **25** mother delivered food to them. There is a

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

PLANNING BOARD REZONING - APRIL 1, 2014

65

1 tremendous noise level and you can't get it
 2 quiet when you have beer trucks being loaded
 3 and unloaded, so he needs a buffer zone
 4 further away than he is from houses, if
 09:46AM 5 there's any way that he can get the noise
 6 level down.
 7 I know he's got a very good company. Most
 8 of us are going to take a drink sometime and I
 9 know he does do some charity work donating
 09:46AM 10 things for different things.
 11 My objection, this residential property
 12 that you want to change, why was it never ever
 13 advertised for sale to the general public? It
 14 was bank repossessed from the same real estate
 09:46AM 15 who did the talking and gave me my ammunition.
 16 It was not ever advertised. Maybe some people
 17 who wanted to build houses could have bought
 18 it. But it was bought by a bank foreclosure,
 19 secretly from a bank, never was a for sale
 09:46AM 20 sign put on the property.
 21 Marcus Pointe fought hard when their golf
 22 course was in danger. They were going to lose
 23 it and they were afraid a trailer park or
 24 something else could be put in. So all the
 09:47AM 25 members of Marcus Pointe had a big fight. The

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

66

1 people who wanted to protect their home
 2 values, everybody in Marcus Pointe now pays
 3 \$50 a month to the golf course where the golf
 4 course could be successful and they have a
 09:47AM 5 buffer zone from any company coming in to take
 6 their golf course.
 7 MR. BRISKE: Ma'am, your time has expired.
 8 I'll ask that you wrap up your comments,
 9 please.
 09:47AM 10 UNIDENTIFIED SPEAKER: She can take his
 11 two minutes from him.
 12 MS. NASH: Can I have his two minutes?
 13 MR. BRISKE: No. He did not indicate that
 14 when he was up to speak. Just go ahead and
 09:47AM 15 give me your last comment and we will move on.
 16 MS. NASH: Please protect the value of
 17 personal property and keep this residential.
 18 There are many homes there that do need
 19 protecting.
 09:47AM 20 MR. BRISKE: Thank you, Ms. Nash. Any
 21 questions for Ms. Nash? Thank you.
 22 MR. BRISKE: Is there anyone else who has
 23 not already spoken who wishes to speak on this
 24 matter? Sir, come forward and we will ask you
 09:48AM 25 to fill out a speaker request form.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

67

1 MR. CHIVINGTON: I did fill out one.
 2 MR. BRISKE: Your name, sir.
 3 MR. CHIVINGTON: John Chivington.
 4 MR. TATE: You can proceed.
 09:48AM 5 MR. BRISKE: Go ahead and swear him in.
 6 (John Chivington sworn.)
 7 MR. BRISKE: Thank you, sir. Your name
 8 and address for the record, please.
 9 MR. CHIVINGTON: John Chivington, 6523
 09:48AM 10 Rambler Drive. I'm east of the wetlands. I'm
 11 concerned about the --
 12 MR. JONES: Mr. Chivington, you need to
 13 get closer to the microphone.
 14 MR. BRISKE: Use the microphone, please.
 09:48AM 15 MR. CHIVINGTON: I'm concerned about the
 16 change in the condition, effect on the natural
 17 environment, making sure that wetland stays
 18 there because it's a water runoff from my
 19 property and Rambler Terrace, and the
 09:49AM 20 development patterns. It seems like it's
 21 changed so much. I actually bought the place
 22 in '89. We built a neighborhood and now Lewis
 23 Bear has moved in and now it's changing once
 24 again, so pay attention to what y'all are
 09:49AM 25 doing, make sure that wetland stays there.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

68

1 The wetland has got to stay there. That's it.
 2 MR. TATE: Sir, I can address the wetland
 3 issue. In reference to development, it is a
 4 highly protected body of land. Escambia
 09:49AM 5 County has got a great wetlands ordinance that
 6 protects that.
 7 MR. CHIVINGTON: What happens if it isn't
 8 taken care of the property that I own will be
 9 swamp.
 10 MR. TATE: I understand that.
 11 MR. CHIVINGTON: And the street, as well.
 12 MR. TATE: I need to ask you one thing.
 13 We can't find your form. There it is.
 14 MR. CHIVINGTON: She didn't want me to
 09:50AM 15 talk. That's all.
 16 MR. TATE: We need to make sure so you're
 17 notified of other hearings.
 18 MR. CHIVINGTON: Thank y'all.
 19 MR. BRISKE: Thank you, sir. We'll have
 09:50AM 20 you fill that out because I don't think we've
 21 got a copy of the other one. It's important
 22 if you have spoken, everyone who we've called
 23 up has recorded a form because again the
 24 County Commissioners will only hear you if
 09:50AM 25 you've spoken at this hearing. Is there

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

PLANNING BOARD REZONING - APRIL 1, 2014

69

1 anyone else who has not spoken yet that wishes
 2 to speak on this matter? Okay.
 3 MR. LEMOS: Mr. Chairman, one thing
 4 because you did mention the opportunity to
 09:50AM 5 speak at the BCC meeting. When we mailed the
 6 postcards, the date on the postcard for the
 7 BCC meeting was 5/1. It was going to be May
 8 the 1st. Between the time we sent the
 9 postcards and this meeting, the BCC has
 09:51AM 10 decided to move their meeting schedule for
 11 whatever reason, so the new BCC meeting is
 12 going to be 4/29 is when this case will be
 13 heard by the Board of County Commissioners.
 14 So April 29. I'll make sure everybody
 09:51AM 15 receives a postcard because it said 5/1. I
 16 don't want them showing up on the wrong date.
 17 The new meeting for this case before the Board
 18 of County Commissioners will be 4/29. That's
 19 April 29 at 5:30 p.m.
 09:51AM 20 MR. BRISKE: So everyone who is here we do
 21 have your name and address here. Juan, will
 22 you follow up with these individuals to make
 23 sure they are aware of the new schedule
 24 because they have signed up to speak, so let's
 25 make sure.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

70

1 MR. LEMOS: Yes, sir.
 2 MR. BRISKE: We will follow up and make
 3 sure you understand it is 4/29 now, so let's
 4 please make note of that.
 09:52AM 5 Hearing no one else from the general
 6 public who wishes to speak, I'll hereby close
 7 the public comment portion of the meeting.
 8 Please refrain from any future comments.
 9 Mr. Page, come back forward, please. Sir,
 09:52AM 10 you're still under oath and would ask that you
 11 give your closing discussion points.
 12 MR. PAGE: Thank you, Mr. Chairman. Just
 13 a couple of comments and then Mr. Bear has
 14 some items that he would like to refer to, as
 09:52AM 15 well, that were brought up.
 16 Four different occasions we heard the word
 17 traffic. We have the county traffic engineer
 18 present in the audience with us today.
 19 However, the Level of Service Standards for
 09:52AM 20 those roadways is something that is posted and
 21 part of regulations that we have to comply
 22 with is that there will be no deterioration in
 23 that Level of Service or the LOS. That LOS
 24 standard for that area, unless the County
 09:53AM 25 wants to offer that as some testimony on their

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

71

1 own, is well within the capacity that the
 2 traffic generated from Lewis Bear and others
 3 will not exceed it. It is stated. It is
 4 published. As far as the safety issues go
 09:53AM 5 that we heard some comments about, I really
 6 can't address that, but in terms of capacity,
 7 the roadways show on the County charts and
 8 maps and what have you as having capacity to
 9 accept this.
 09:53AM 10 Mr. Bear has a couple of comments, as
 11 well.
 12 MR. BRISKE: Mr. Page, because Mr. Bear
 13 has spoken in the public comment forum, I
 14 would ask that you introduce him as a witness
 09:53AM 15 in the case for him to be able to come back
 16 and speak again.
 17 MR. PAGE: I'll be happy to.
 18 MR. BRISKE: So introduce him as a witness
 19 in your case then.
 20 (Testimony by David Bear, previously
 21 sworn.)
 22 MR. PAGE: Mr. Bear, could you state your
 23 name for the record, please?
 24 MR. BEAR: David Bear.
 09:54AM 25 MR. PAGE: And you are the owner of the

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

72

1 property, you and your family?
 2 MR. BEAR: Yes, sir.
 3 MR. PAGE: You have some concerns you
 4 would like to respond to regarding some of the
 09:54AM 5 comments we've just previously heard?
 6 MR. BEAR: Yes, sir, I would.
 7 MR. BRISKE: You're still under oath. You
 8 may proceed.
 9 MR. BEAR: Thank you. There were three
 09:54AM 10 things that I wanted to address, the comments
 11 of some of the audience members' comments.
 12 One is there was -- some of the audience
 13 members have stated they have issues with the
 14 lights on our property. We have ensured that
 09:54AM 15 all of the lights are facing away from any
 16 residential land and we realign those every
 17 single year to make sure that they are not
 18 facing any of the neighbors so that they do
 19 not disturb them. That's number one.
 09:54AM 20 Number two, it was stated that we have a
 21 storm -- I forget the term the gentleman used,
 22 but a shelter of some sort. We do not have
 23 any type of shelter on our facility. We have
 24 a warehouse. We have an office building and
 09:55AM 25 that is the only thing that is available on

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

PLANNING BOARD REZONING - APRIL 1, 2014

73

1 that property. There is no storm shelter. I
 2 personally have stayed there during storms,
 3 but that's my personal office and that is
 4 where I've used. It is not a shelter by any
 09:55AM 5 means.
 6 And the third item was -- I've forgotten
 7 my third item. May I look at my notes real
 8 quick? I'm sorry.
 9 MR. BRISKE: Yes.
 09:55AM 10 MR. BEAR: Thank you. The third item was
 11 the future development. Folks have been
 12 talking about us building a wall there. We
 13 have absolutely no development plans at this
 14 time, so that's pure speculation. I mean, we
 09:56AM 15 have never even decided what we want to do
 16 with this property. We just wanted it because
 17 it became available to the public for sale.
 18 We purchased that property to encompass it
 19 with the rest of ours because when you look at
 09:56AM 20 the map, the property jets around. Our
 21 property jets around that one acre versus
 22 going directly adjacent to Rambler Terrace.
 23 So we wanted to purchase that piece of
 24 property as well and encompass it into the
 09:56AM 25 rest of our land. That's all. Thank you.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

74

1 MR. BRISKE: Staff members, any
 2 cross-examination of this witness?
 3 MR. LEMOS: No, sir.
 4 MR. BRISKE: Mr. Woodward.
 09:56AM 5 MR. WOODWARD: Mr. Bear, I'm looking at
 6 the deed that you provided. It looks to me
 7 like you bought this from a fellow named Alott
 8 and a couple of people named Clark. You
 9 didn't buy it at a foreclosure sale, did you?
 09:57AM 10 MR. BEAR: No, sir, we did not. We bought
 11 it from a group of people.
 12 MR. WOODWARD: Thank you.
 13 MR. BRISKE: Mr. Page, do you have any
 14 other questions for this witness or closing
 09:57AM 15 statements?
 16 MR. PAGE: That's all. Thank you.
 17 MR. BRISKE: All right. Mr. Page has
 18 rested his case. Board members, discussion or
 19 the Chair will entertain a motion.
 09:57AM 20 MR. GOODLOE: Motion, Mr. Chairman.
 21 MR. BRISKE: Yes, sir.
 22 (Motion by Mr. Goodloe.)
 23 MR. GOODLOE: I move that we recommend
 24 approval of rezoning application Z-2014-06
 09:57AM 25 from R-5 to ID-1, to the Board of County

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

75

1 Commissioners and adopt the staff's
 2 Findings-of-Fact.
 3 MR. WOODWARD: I second.
 4 MR. BRISKE: A motion and a second. Any
 09:57AM 5 further discussion?
 6 All those in favor, say aye.
 7 (Board members vote.)
 8 MR. BRISKE: Opposed?
 9 MR. WINGATE: Nay.
 09:57AM 10 MR. BRISKE: Mr. Wingate opposes. The
 11 motion carries with a five to one vote.
 12 (The motion passed five to one.)
 13 MR. BRISKE: The County Commissioners will
 14 now consider this for final approval on April
 09:58AM 15 29th. Please make note of that date, April
 16 29th. You will be -- if you spoke today you
 17 will have the opportunity to go in front of
 18 the commissioners and again speak on the same
 19 topics that you spoke on.
 09:58AM 20 At this time we're going to go ahead and
 21 take about an eight minute break. Let's come
 22 back into session at 10:05, please, 10:05.
 23 (Break taken, after which the proceedings
 24 continued. Transcript continues on Page 76.)
 10:08AM 25 * * *

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

76

1 * * *
 2 CASE NO: Z-2014-07
 3 Applicant: Wiley C. "Buddy" Page, Agent for Richard
 and Vickie Beck, Owners
 4 Address: 1100 North Blue Angel Parkway
 From: R-3 One-Family and Two-Family District,
 5 (cumulative) Medium Density (10 du/acre);
 SDD, Special Development District,
 6 noncumulative) Low Density (3 du/acre)
 To: C-2NA General Commercial and Light
 Manufacturing District, (cumulative) Bars,
 Nightclubs and Adult Entertainment are
 Prohibited Uses (25 du/acre)
 9
 10:08AM 10 MR. BRISKE: All right, folks. Please
 11 find your seats and come back
 12 into session for the judicial
 13 portion of the agenda for 2014.
 14 And our next item is Case
 10:08AM 15 Z-2014-07, being presented by Buddy Page,
 16 agent for Richard and Vicki Beck, the owners,
 17 1001 North Blue Angel Parkway, from R-3, One
 and Two Family District, to C-2NA, which is
 18 general commercial and light manufacturing.
 19 Bars, nightclubs and adult entertainment are
 10:09AM 20 prohibited uses in this category.
 21 Members of the Board, has there been any
 22 ex parte communication between you, the
 23 applicant, agent, attorneys, witnesses,
 24 Planning Board members or general public prior
 10:09AM 25

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

Planning Board-Rezoning

5. A.

Meeting Date: 04/01/2014
CASE : Z-2014-06
APPLICANT: Wiley C."Buddy" Page, Agent for Bear Marcus Pointe, LLC., Owner
ADDRESS: 6521 Rambler Terrace
PROPERTY REF. NO.: 39-1S-30-1114-000-000
 MU-U, Mixed-Use
FUTURE LAND USE: Urban
DISTRICT: 1
OVERLAY DISTRICT: NA
BCC MEETING DATE: 04/29/2014

SUBMISSION DATA:

REQUESTED REZONING:

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

TO: ID-1, Light Industrial District (cumulative) (No Residential Uses Allowed)

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 nonagricultural land uses and protect nonagricultural uses from normal agricultural activities.

CPP FLU 1.1.10 Locational Criteria. The LDC shall include locational criteria for broad categories of proposed non-residential land uses. The site criteria for such uses shall address the transportation classification of, and access to, adjoining streets, the proximity of street intersections and large daily trip generators (i.e. college or university), the surrounding land

uses, the ability of a site to accommodate the proposed use while adequately protecting adjoining uses and resources, and other criteria that may be appropriate to those categories of uses.

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) 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.

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 ID-1 **is consistent** with the intent and purpose of Future Land Use (FLU) category MU-U, as stated in CPP FLU 1.3.1. The MU-U FLU range of uses allows Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic uses, while promoting the use of roads, public services and existing infrastructure, as stated in FLU 1.5.3. Buffering and locational criteria will be addressed under Criterion 2. There is no development proposed for the parcel at this time; however, if the owner decides to develop this parcel at a later time, all of the requirements under the Comprehensive Plan will apply.

CRITERION (2)

Consistent with The Land Development Code.

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

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code (LDC). Residential development is excluded from the ID-1 zoning district, both to protect residences from undesirable influences and to ensure the preservation of adequate areas for industrial development. Although there is no proposed development, the application reflects that the owner's intent is to consolidate all of the parcels into one identical zoning category. The parcel's location does meet the requirements for infill development, as defined in Article 7.20.03.B. of the LDC. Also, by promoting compact development the parcel does qualify for the exemption from the roadway requirements. When the applicant decides to develop this property, any proposed project must meet all of the new development standards through the Site Plan Review process.

CRITERION (3)

Compatible with surrounding uses.

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

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts ID-1, R-6 and R-5. Twenty-three single family residences, two high-density multi-family parcels, one mobile home, one parcel owned by Escambia County and two whole-sale industrial use parcels. The location of the parcel is at the center of an industrial and high density residential area of the county, as reflected in the zoning map. Although the existing residential uses are located nearby, the parcel and the industrial zoned surrounding uses are buffered by natural vegetation to the East and separated by existing roadways to the West and South from the residential uses. Based on the applicant's request there is no immediate proposed development for the parcel, therefore, it's staff's opinion that the impact to the residential uses on traffic, utilities and other available infrastructure would be minimal at this time.

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

The application contains a document signed by Edminsten & Associates, Ecological Consultants, dated December 3, 2013, detailing a preliminary wetland jurisdiction determination for the parcel in question. Based on information presented in the document, the professional has identified **jurisdictional wetlands** within the parcel. 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.

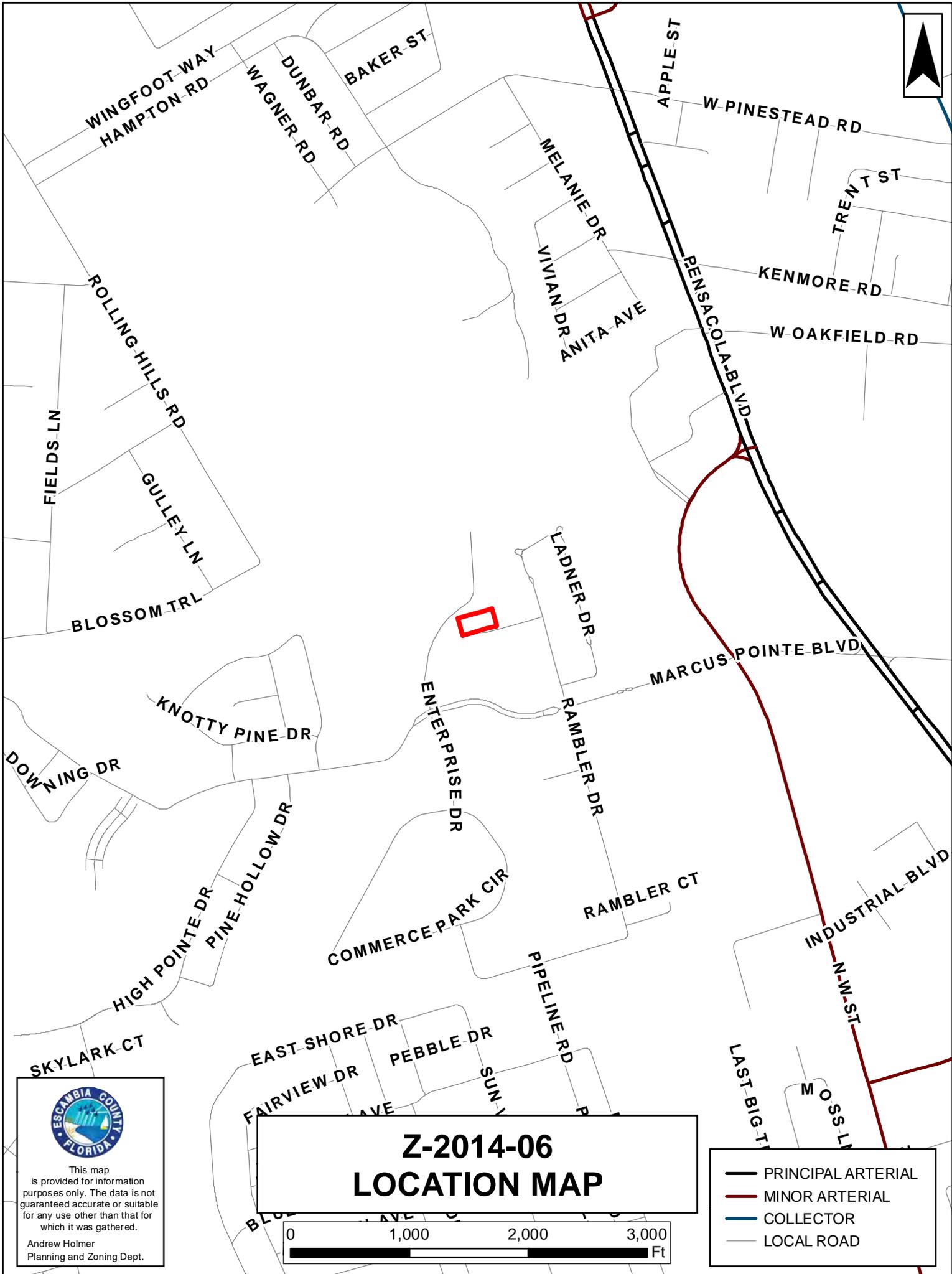
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

Based on the location of the parcel, the current zoning maps and the surrounding existing land uses, the proposed amendment **would result** in a logical and orderly development pattern. The zoning merger of this parcel to the larger parent parcel to the North, under the same ownership, will consolidate the industrial zoning while maximizing the use of existing roads and infrastructure. Equally important, the proposed amendment will promote infill development and enhance the use of open space providing buffering for the existing contiguous residential uses.

Attachments

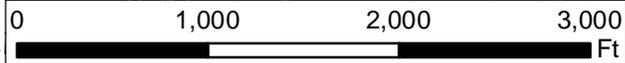
Z-2014-06




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-2014-06 LOCATION MAP



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



ID-1

LADNER DR

R-5

R-6

ID-1

R-6



RAMBLER TER

R-5

ENTERPRISE DR

ID-1

MARCUS POINTE BLVD

RAMBLER DR



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-2014-06
500' RADIUS ZONING



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

I



MU-U

MU-S

MU-U

MU-U

RAMBLER TER

ENTERPRISE DR

MU-U

MU-U

MARCUS POINTE BLVD

RAMBLER DR

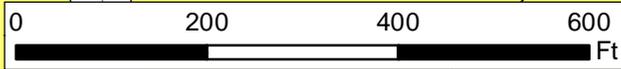
MU-U



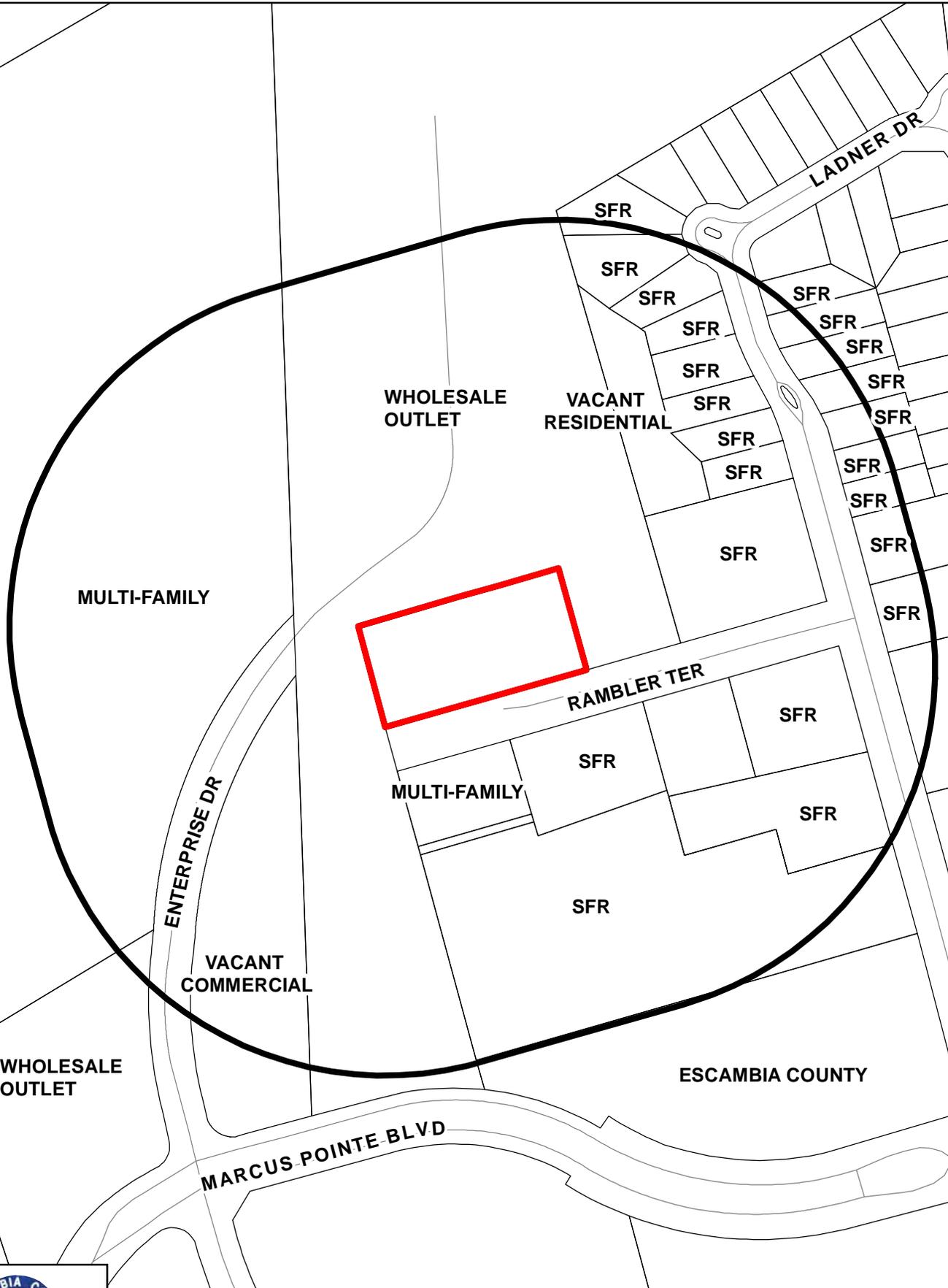
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2014-06 FUTURE LAND USE



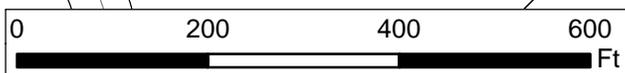
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD




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

Andrew Holmer
Planning and Zoning Dept.

Z-2014-06 EXISTING LAND USE



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



ENTERPRISE DR

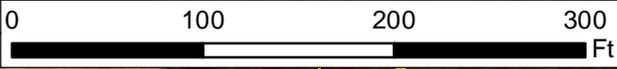
RAMBLER TER



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-2014-06 AERIAL MAP



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



NOTICE OF PUBLIC HEARING REZONING

CASE NO.:

Z-2014-06

CURRENT
ZONING:

R-5

PROPOSED
ZONING:

ID-1

PLANNING BOARD

DATE: 04/01/14

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: 04/29/14

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

Public Hearing Sign



Looking Onto The Site To The Northwest From Rambler



Looking Southeast From The Site



Looking Southwest From Rambler



Looking West On Rambler

Wiley C. "Buddy" Page, MPA, APA
PROFESSIONAL GROWTH MANAGEMENT SERVICES, LLC
5337 Hamilton Lane • Pace, Florida 32571

March 4, 2014
VIA HAND DELIVERY

Mr. Horace Jones. Act. Dir.
Escambia Development Services
3363 West Park Place
Pensacola, Florida 32505

RE: Rezoning Request from R-5 to ID-1 Parcel No: 39-1S-30-1114-000-000

Dear Mr. Jones:

Please find our attached application package requesting consideration for changing the zoning on the referenced parcel from R-5 to ID-1.

All ingress and egress to the site will be from the north, thereby eliminating any potential commercial traffic traveling through the adjacent neighborhood.

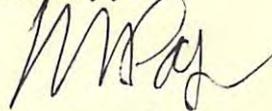
The attached wetlands survey has identified a small area on the eastern side of the parcel as a possible jurisdictional wetland. Accordingly, this area will be avoided and protected from impacts as prescribed by Code.

Applicant Lewis Bear Co. has conducted business in the area for many years and has had no complaints from the area neighbors. The existing 23 acre site contains 22 acres presently zoned ID-1 and the one acre parcel presently zoned as R-5. If this application is approved, the entire Lewis Bear Co. site will have a single ID-1 zoning designation..

An Exemption is requested as permitted under **LDC 7.70.03 B Infill Development** whereas the Bear property frontage on Rambler Terrace contains some 67% of the 664' block frontage measurement as depicted on the attached map/calculation sheet.

Thank you for your assistance in this matter and contact us if you have any questions or require anything further.

Sincerely yours,



Wiley C. "Buddy" Page

copy Mr. David Bear



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-5 to: ID-1

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

Owner(s) Name: BEAR MARCUS POINTE, LLC Phone: _____
Address: 6120 ENTERPRISE DRIVE Email: davidmbear@aol.com

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

Property Address: 6521 RAMBLER TERRACE PENSACOLA, FLORIDA 32505

Property Reference Number(s)/Legal Description: _____
39-15-30-1114-000-000

By my signature, I hereby certify that:

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

[Signature]
Signature of Owner/Agent

LEWIS BEAR JR FOR MARCUS POINTE, LLC
Printed Name Owner/Agent

3-5-14
Date

Signature of Owner

Printed Name of Owner

Date

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of MARCH 20 14,
by LEWIS BEAR, JR.

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

[Signature]
Signature of Notary
(notary seal must be affixed)

TIFFANY GORAUM
Printed Name of Notary



FOR OFFICE USE ONLY

Meeting Date(s): PB 4/1/14, BCC 5/1/14 Accepted/Verified by: _____ Date: 3/7/14

Fees Paid: \$1,270.50 Receipt #: _____ Permit #: PR214030007

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

10/2012



CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 39-1S-30-1114-000-000

Property Address: 6521 RAMBLER TERRACE PENSACOLA, FLORIDA 32505

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 5th DAY OF MARCH, YEAR OF 2014.

[Signature]
Signature of Property Owner

LEWIS BEAR JR FOR MARSH POINT, LLC
Printed Name of Property Owner

3-5-14
Date

Signature of Property Owner

Printed Name of Property Owner

Date



AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 6521 RAMBLER TERRACE PENSACOLA, FLORIDA
Florida, property reference number(s) 39-1S-30-1114-000-000

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 32511 Phone: 850-232-9853

[Signature]
Signature of Property Owner

LEWIS BEAR, JR for MARCUS POINT, LLC
Printed Name of Property Owner

3-5-14
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 5th day of MARCH 20 14,
by LEWIS BEAR, JR.

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

[Signature]
Signature of Notary

TIFFANY GORAU
Printed Name of Notary

(Notary Seal)



.WDDSOOT-SepAck - 13-102204

Sales Price: \$45,000.00

Doc 315.00

Prepared by:

Karen McClammy, an employee of
Citizens Title Group, Inc.,

7139 - B North 9th Avenue

Pensacola Florida 32504

Incident to the issuance of a title insurance policy.

Parcel ID #: 391S30-1114-000-000

INDIVIDUAL WARRANTY DEED

This WARRANTY DEED, dated 12-13-13 by Matthew T. Mellott aka Matthew Todd Mellott aka Matthew T. Mellot, a married man and Jimmy M. Clarke aka Jimmy Michael Clarke, a married man, whose post office address is 20365 Camino Del Aquila Escondido, CA 9205 hereinafter called the GRANTOR, to Bear Marcus Pointe LLC a Florida Limited Liability Company whose post office address is 6120 Enterprise Drive Pensacola, FL 32505 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 considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in Escambia County, Florida, viz:

Legal description is attached and made a part hereof.

The grantors do not reside on described property or claim it as homestead.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year 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 covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that 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:

Witnesses as to Matthew T. Mellot:

1 Witness Print Name: Karen McClammy

2 [Signature]

2 Witness Print Name: Barbara Moseley

Witnesses as to Jimmy M. Clarke aka Jimmy Michael Clarke:

1 [Signature]

1 Witness Print Name: James D. James

2 [Signature]

2 Witness Print Name: Teresa Dent

Matthew T. Mellott aka Matthew Todd Mellott aka Matthew T. Mellot by Rick L. McDowell as attorney in fact

Matthew T. Mellott aka Matthew Todd Mellott aka Matthew T. Mellot by Rick L. McDowell as attorney in fact

Jimmy M. Clarke aka Jimmy Michael Clarke by Roberta Lynn Clarke as attorney in fact

Jimmy M. Clarke aka Jimmy Michael Clarke by Roberta Lynn Clarke as attorney in fact

STATE OF Florida
COUNTY OF Escambia

THE FOREGOING INSTRUMENT as acknowledged before me this the Dec 17 2013
by Rick L. McDowell as attorney in fact for Matthew T. Mellott aka Matthew Todd Mellott aka Matthew T.
Mellot, who is either personally known to me or who produced a driver's license as identification.

[Handwritten Signature]

Notary Public _____
Commission number: _____
My commission expires: _____



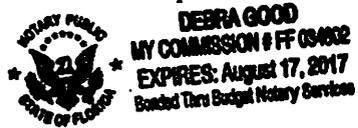
**RECORDED AS
RECEIVED**

STATE OF Florida
COUNTY OF Collier

THE FOREGOING INSTRUMENT was acknowledged before me this 12.13.13 by Roberta Lynn Clarke as
attorney in fact for Jimmy M. Clarke aka Jimmy Michael Clarke who is personally known to me or has produced a driver's license
as identification.

(SEAL)

[Handwritten Signature: Debra Good]
Notary Public DEBRA GOOD
Print Name:
My Commission Expires:





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:	391S301114000000
Account:	040883000
Owners:	BEAR MARCUS POINTE LLC
Mail:	6120 ENTERPRISE DR PENSACOLA, FL 32505
Situs:	6521 RAMBLER TER 32505
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:	\$13,338
Total:	\$13,338
<i>Save Our Homes:</i>	\$0
Disclaimer	
Amendment 1/Portability Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/17/2013	7115	21	\$45,000	WD	View Instr
12/10/2013	7115	16	\$100	QC	View Instr
05/2005	5645	1494	\$100	WD	View Instr
05/2005	5637	1918	\$45,000	WD	View Instr
03/2005	5609	2007	\$100	CJ	View Instr
03/2005	5598	286	\$100	CJ	View Instr

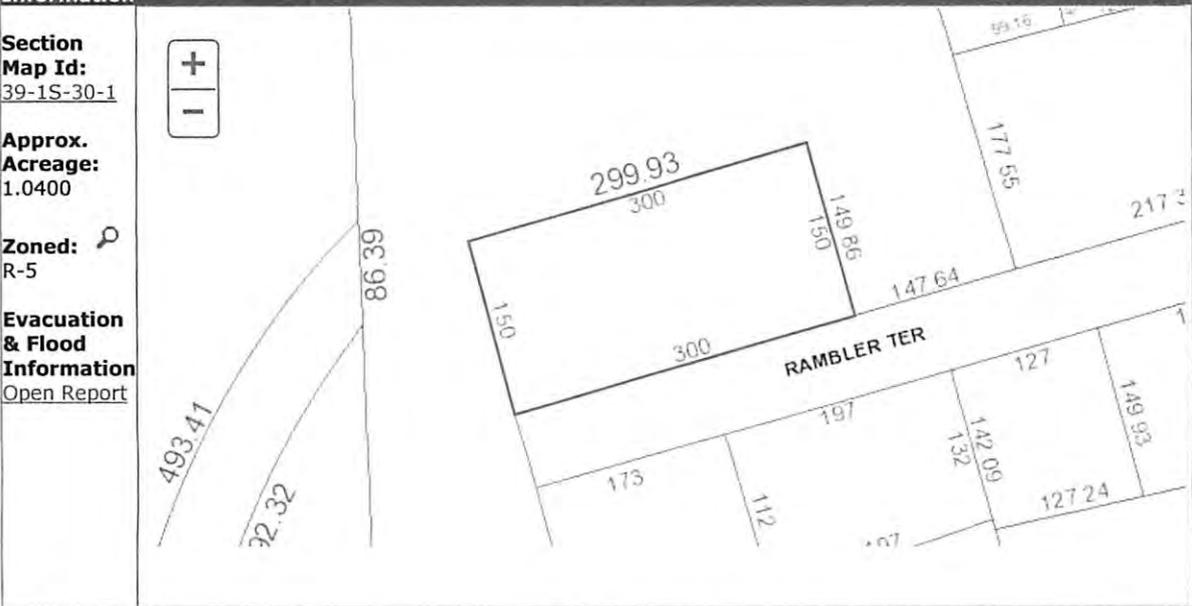
2013 Certified Roll Exemptions	
None	

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

Legal Description	
BEG AT NW COR OF JAMES PROPERTY DESCRIBED IN DB 184 P 110 NLY ON EXTEN OF W LI OF JAMES PROPERTY 495 FT...	

Extra Features	
None	

Parcel Information [Launch Interactive Map](#)



Buildings
[Images](#)



Edmisten & Associates

Ecological Consultants

December 3, 2013

David Bear
The Lewis Bear Company
6120 Enterprise Drive
Pensacola, Florida 32505

RE: Preliminary Wetland Jurisdictional Determination 6521 Rambler Ter

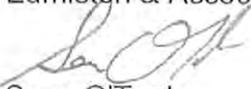
Dear Mr. Bear:

Edmisten & Associates has completed an assessment of your 1-acre property located in Escambia County, Florida. The property is further identified as parcel # 39-1S-30-1114-000-000 by the Escambia County Property Appraiser. This assessment included analysis of plant communities, soils, and wetland hydrology indicators as prescribed by federal and state procedural guidelines. As a result of this assessment, we found that this parcel does contain wetland within the jurisdiction of the Florida Department of Environmental Protection and the Northwest Florida Water Management District. The site may be hydrologically isolated for the U.S. Army Corps of Engineers. The wetland boundary is depicted on the enclosed aerial photograph.

A wetland delineation performed by an ecological consultant represents the professional opinion of the scientist that performed the work. Only the regulatory agencies can establish a legal and binding jurisdictional boundary. While we are confident in the accuracy of our work, official verification of our delineation will take place during the permitting process should you submit a permit application. Wetland permitting in Northwest Florida is a complicated process that is easiest to discuss in person. We are available to consult with you regarding permitting and development options if you wish.

We appreciate this opportunity to be of service. If you have any questions about this property or wetland issues in general, we will be happy to assist.

Respectfully,
Edmisten & Associates


Sean O'Toole
Ecological Consultant
General Partner
513-061Rambler 12022013

6521 Rambler Ter



Edmisten & Associates
Ecological Consultants
111-A South DeVilliers Street
Pensacola, Florida 32502

Legend

-  Parcel boundary
-  wetland

2014 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L01000015315

Entity Name: BEAR MARCUS POINTE, LLC

Current Principal Place of Business:

6120 ENTERPRISE DRIVE
PENSACOLA, FL 32505

Current Mailing Address:

6120 ENTERPRISE DRIVE
PENSACOLA, FL 32505

FEI Number: 59-3742028

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BEAR, LEWIS III
6120 ENTERPRISE DRIVE
PENSACOLA, FL 32505 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name BEAR, LEWIS JR
Address 6120 ENTERPRISE DRIVE
City-State-Zip: PENSACOLA FL 32505

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

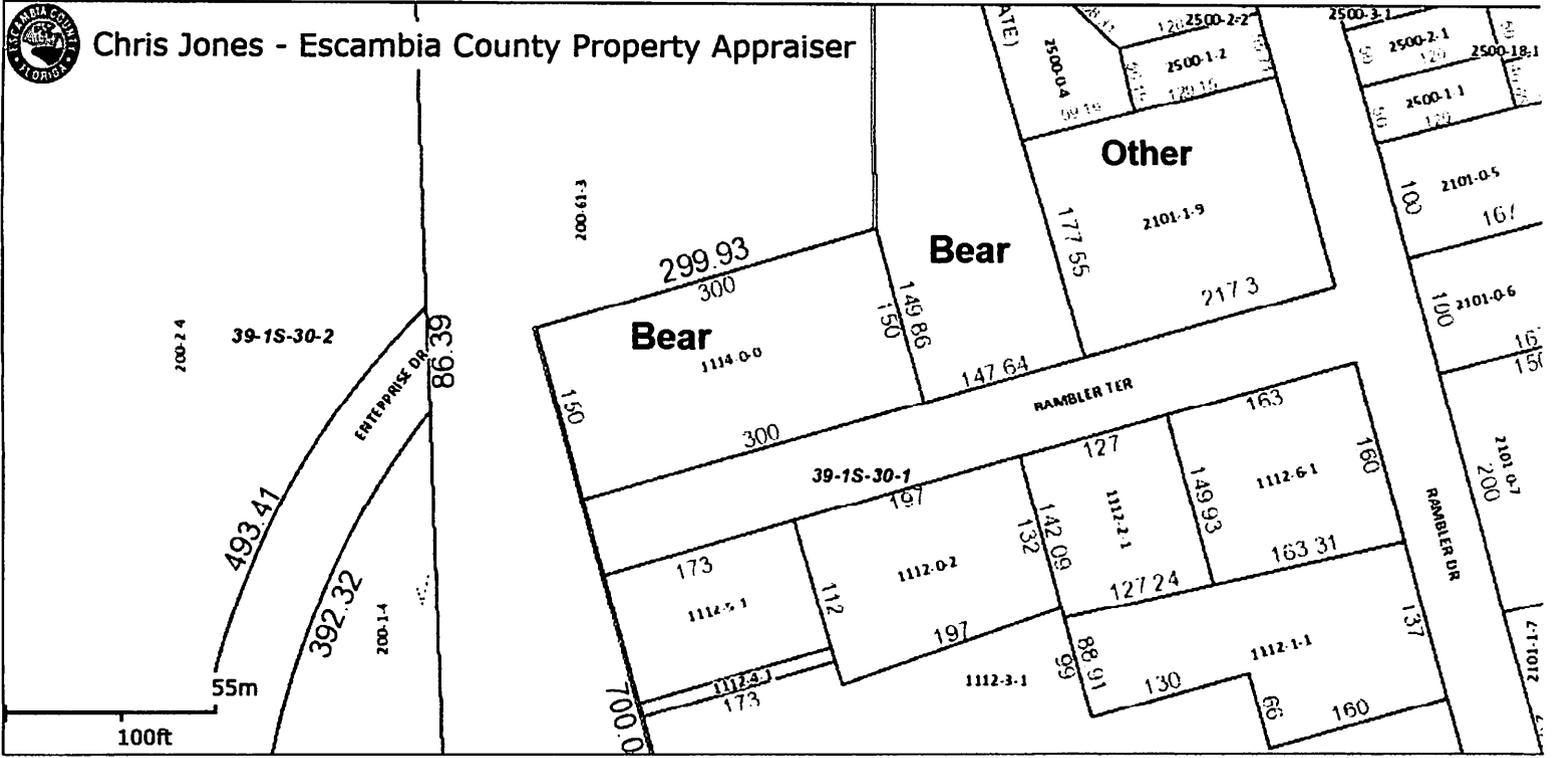
SIGNATURE: LEWIS BEAR, JR.

MANAGER

01/08/2014

Electronic Signature of Signing Authorized Person(s) Detail

Date



Rambler Terr. Block Calculations

Bear	300'
Bear	147
Other	<u>217</u>
Total block frontage =	<u>664'</u>

447 / 664 = 67%



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

RECEIPT

Receipt No. : **601396**

Date Issued. : 03/07/2014

Cashier ID : GELAWREN

Application No. : PRZ140300007

Project Name : Z-2014-06

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	1252	\$1,270.50	App ID : PRZ140300007
		\$1,270.50	Total Check

Received From : BEAR MARCUS POINTE LLC

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

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ140300007	693268	1,270.50	\$0.00	6521 RAMBLER TER, PENSACOLA, FL

Total Amount :	1,270.50	\$0.00	Balance Due on this/these Application(s) as of 3/7/2014
-----------------------	-----------------	---------------	---

BEAR MARCUS POINTE LLC
6120 ENTERPRISE DR
PENSACOLA, FL 32505

THOMPSON DOUGLAS &
6514 RAMBLER TERR
PENSACOLA, FL 32505

MENDOZA MARK
6483 RAMBLER DR
PENSACOLA, FL 32505-1849

PACK PATSY
30 HERITAGE PARK CIR
NORTH LITTLE ROCK, AR 72116

MATCKE MICHAEL R
5950 W NINE MILE RD
PENSACOLA, FL 32526

MATCKE MICHAEL R
5950 W NINE MILE RD
PENSACOLA, FL 32526

GILBERT KIMBERLY JO
6502 RAMBLER DR
PENSACOLA, FL 32505

ABAD FLODELIZA S
60 W 57TH ST FRNT 1
NEW YORK, NY 10019-3953

MADERIA RICARDO S & LETICIA S
6530 RAMBLER DR
PENSACOLA, FL 32505

WAGNER DAVID J & MOLLY H
649 TIMBER RIDGE RD
PENSACOLA, FL 32534

PESH RONALD P & SHARON A
6534 RAMBLER DR
PENSACOLA, FL 32505

THOMPSON CONNIE
3500 DEWEY ROSE LN
CANTONMENT, FL 32533

JACOBS KEITH V
6543 RAMBLER DR
PENSACOLA, FL 32505

SHEFFIELD BETTY J
6538 RAMBLER DR
PENSACOLA, FL 32505

MUSSER MONTY W & DOROTHY A
PO BOX 17943
PENSACOLA, FL 32522

MOSIYCHUK DANIEL J & REBECCA C
91 PLEASANTON CT
FREDERICK, MD 21702

JOHNSON ALBERT S & SHERRY C
6551 RAMBLER DR
PENSACOLA, FL 32505

PONTE JOSEPH JR
8313 EPINARD CT
ANNANDALE, VA 22003

DEBO BARBARA H
1912 ESCAMBIA AVE
PENSACOLA, FL 32503

SMITH CHRISTOPHER A
6554 RAMBLER DR
PENSACOLA, FL 32505

BRICKER ALBERT R & JANELLE K
6563 RAMBLER DR
PENSACOLA, FL 32505

ARREZ EDUARDO
1240 BARTRAM LN
PENSACOLA, FL 32507

CHIVINGTON JOHN E & FELECIA M
530 WILLIAMS DITCH RD
CANTONMENT, FL 32533

THOMPSON PRESTON & CONNIE L
3500 DEWEY ROSE LN
CANTONMENT, FL 32533

COOK REDISH ENTERPRISES INC
PO BOX 6006
PENSACOLA, FL 32503

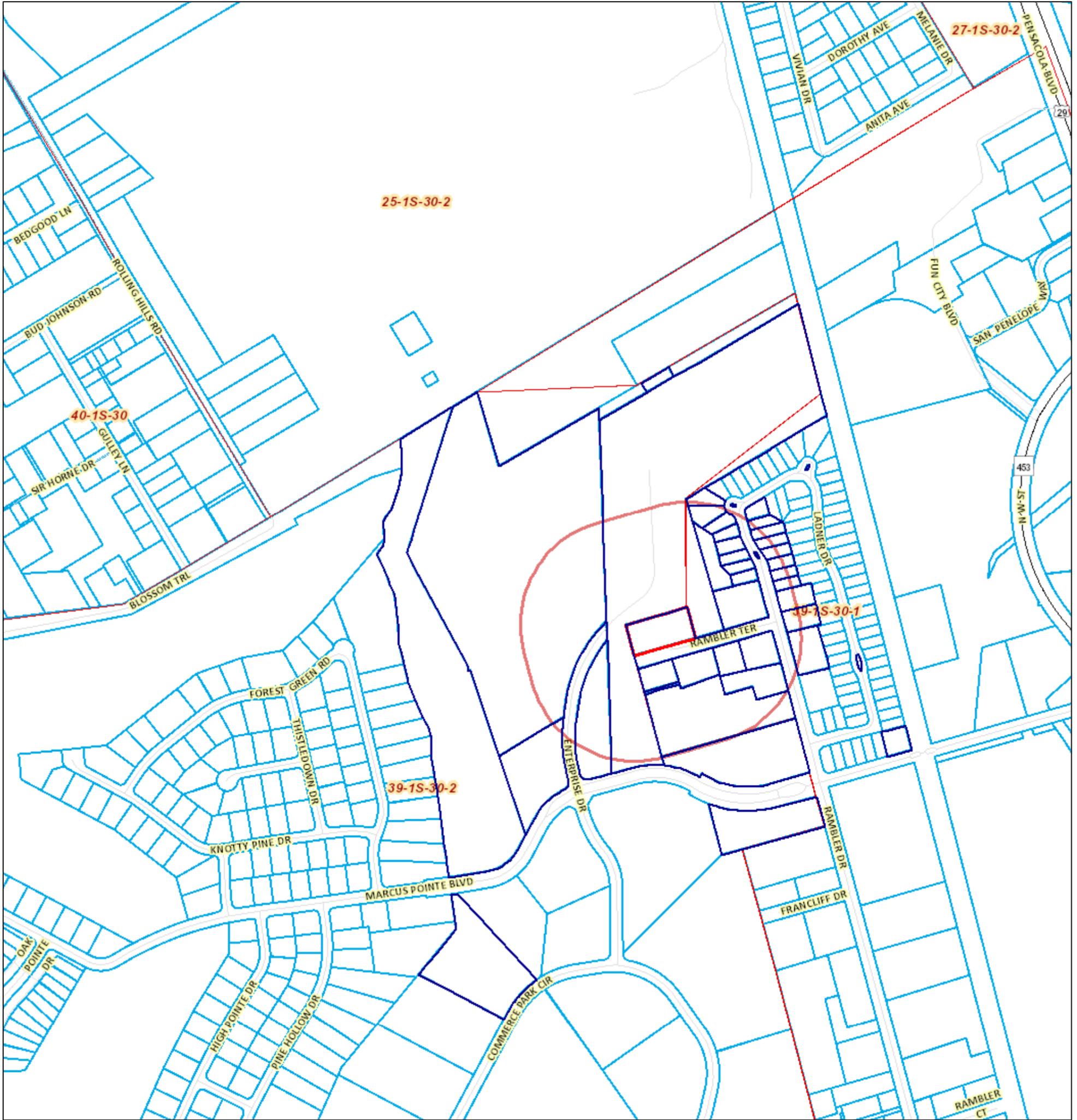
BASSETT ANTHONY
316 W LINCOLN AVE
ALBANY, GA 31701

TCIP B LLC
1401 E BELMONT ST
PENSACOLA, FL 325014321

BEAR MARCUS POINTE LLC
6120 ENTERPRISE DR
PENSACOLA, FL 32505

PASSCO MARCUS POINTE DST
96 CORPORATE PARK STE 200
IRVINE, CA 92606

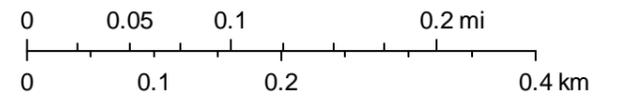
Chris Jones Escambia County Property Appraiser



March 11, 2014

1:5,557

- ⋯ Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- ⋯ Property Line





BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4/1/14

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2014-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

In Favor Against

*Name: David Bear

*Address: 885 Taylwood Dr. *City, State, Zip: Pensacola, FL 32503

Email Address: _____ Phone: _____

Please indicate if you:

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

*All items with an asterisk * are required.*

Chamber Rules

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



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4/11/14

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2014-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor [checked] Against

*Name: William Thompson

*Address: 6514 Rambler terrace *City, State, Zip: Pensacola, FL, 32505

Email Address: thompsonlw@f@hotmail.com Phone:

Please indicate if you:

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

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

All items with an asterisk * are required.

Chamber Rules

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



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4/1/14

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2014-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor X Against

*Name: Douglas Thompson

*Address: 6514 Rambler Terrace *City, State, Zip: Pensacola, FL, 32505

Email Address: Phone:

Please indicate if you:

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

All items with an asterisk * are required.

Chamber Rules

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



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4/1/14

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2014-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

 In Favor X Against

*Name: ROBERT BAUSPIES

*Address: 829 LAONER *City, State, Zip: 32505

Email Address: JANBUZZBEE@AOL.COM Phone: 479-0984

*President of
Marcus Point
Villas
Home
Owners
Associates*

Please indicate if you:

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

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

All items with an asterisk * are required.

Chamber Rules

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



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: April 1
Rezoning Quasi-judicial Hearing OR Regular Planning Board Meeting
Rezoning Case #: 22014-06 OR Agenda Item Number/Description:
In Favor Against

*Name: Almeda Thompson

*Address: 514 Rambler Terr *City, State, Zip: Pensacola, FL 32505

Email Address: Phone: 346-466-2326

Please indicate if you:
[] would like to be notified of any further action related to the public hearing item.
[] do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

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



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4-1-14

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2014-06

OR
Regular Planning Board Meeting
Agenda Item Number/Description:
In Favor X Against

*Name: Steven Thompson

*Address: 6514 Rambler Terrace *City, State, Zip: 32505

Email Address: GirenKwfl@hotmail.com Phone: 850-466-2326

Please indicate if you:
[X] would like to be notified of any further action related to the public hearing item.
[] do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

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



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: April 1

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2014-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Kenneth Scott Nash

*Address: 249 South Eudora St *City, State, Zip: Pensacola FL 32502

Email Address: ksnash@cox.net Phone: 850 341-8641

Please indicate if you:

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

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

All items with an asterisk * are required.

Chamber Rules

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



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4-1-

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2-2014-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor X Against

*Name: Doug Thompson

*Address: 6514 Rambler Ter *City, State, Zip: Pensacola FL 32505

Email Address: dougpfl@cox.net Phone: 850-466-2324

Please indicate if you:

[X] would like to be notified of any further action related to the public hearing item.

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

All items with an asterisk * are required.

Chamber Rules

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



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: April 1

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z 204-06 OR

Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Martha Nash

*Address: 249 St Eusebia St *City, State, Zip: 32513

Email Address: _____ Phone: 3417688

Please indicate if you:
 would like to be notified of any further action related to the public hearing item.
 do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

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



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: _____

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2014-06

OR

Agenda Item Number/Description: _____

_____ In Favor Against

*Name: John Chivington

*Address: 6523 Rambler *City, State, Zip: Pen FL 32565

Email Address: _____ Phone: 570 7863

Please indicate if you:

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

All items with an asterisk * are required.

Chamber Rules

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



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4-1

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z 2014-06

OR

Agenda Item Number/Description:

In Favor Against

*Name: BUDDY PAGE

*Address: 5337 Hamilton Ln *City, State, Zip: Pan FL

Email Address: budpage1@afl.net Phone: 232 9853

Please indicate if you:

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

All items with an asterisk * are required.

Chamber Rules

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

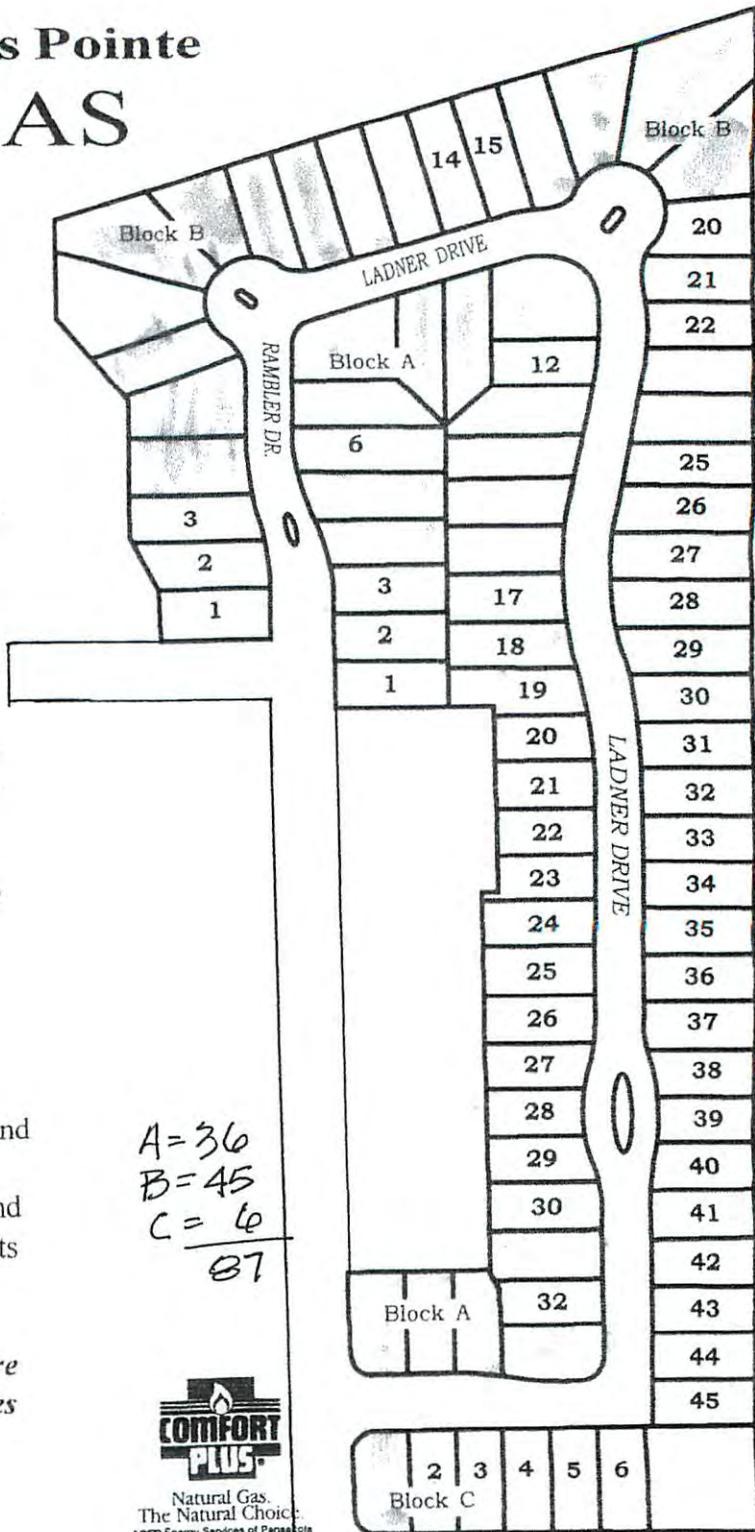
Marcus Pointe VILLAS

Adams Homes is pleased to present a distinguished collection of our finest patio homes in this exceptional community located just off of "W" Street on Marcus Pointe Boulevard.

New homes in **Marcus Pointe Villas** will offer our finest selection of features and amenities, including maintenance-free brick exteriors, landscaped yards, and much more! Homeowners will also enjoy the value and savings that come from Natural Gas, *the Natural Choice!*

For today's active lifestyles, **Marcus Pointe Villas** is conveniently close to major shopping malls, area hospitals, and local colleges and the university. Theatres, recreational centers and the Interstate are all just moments away!

Ask your agent today for more information about new homes in Marcus Pointe Villas!



A = 36
 B = 45
 C = 6

 87



ADAMS HOMES

BAUSPIES EX #1

Z-2014-07

1 that property. There is no storm shelter. I
 2 personally have stayed there during storms,
 3 but that's my personal office and that is
 4 where I've used. It is not a shelter by any
 09:55AM 5 means.
 6 And the third item was -- I've forgotten
 7 my third item. May I look at my notes real
 8 quick? I'm sorry.
 9 MR. BRISKE: Yes.
 09:55AM 10 MR. BEAR: Thank you. The third item was
 11 the fu have been
 12 talking there. We
 13 have a t plans at this
 14 time, so that's pure speculation. I mean, we
 09:56AM 15 have never even decided what we want to do
 16 with this property. We just wanted it because
 17 it became available to the public for sale.
 18 We purchased that property to encompass it
 19 with the rest of ours because when you look at
 09:56AM 20 the map, the property jets around. Our
 21 property jets around that one acre versus
 22 going directly adjacent to Rambler Terrace.
 23 So we wanted to purchase that piece of
 24 property as well and encompass it into the
 09:56AM 25 rest of our land. That's all. Thank you.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

1 Commissioners and adopt the staff's
 2 Findings-of-Fact.
 3 MR. WOODWARD: I second.
 4 MR. BRISKE: A motion and a second. Any
 09:57AM 5 further discussion?
 6 All those in favor, say aye.
 7 (Board members vote.)
 8 MR. BRISKE: Opposed?
 9 MR. WINGATE: Nay.
 09:57AM 10 MR. BRISKE: Mr. Wingate opposes. The
 11 motion o vote.
 12 (TH one.)
 13 MR commissioners will
 14 now consider this for final approval on April
 09:58AM 15 29th. Please make note of that date, April
 16 29th. You will be -- if you spoke today you
 17 will have the opportunity to go in front of
 18 the commissioners and again speak on the same
 19 topics that you spoke on.
 09:58AM 20 At this time we're going to go ahead and
 21 take about an eight minute break. Let's come
 22 back into session at 10:05, please, 10:05.
 23 (Break taken, after which the proceedings
 24 continued. Transcript continues on Page 76.)
 10:08AM 25 * * *

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

1 MR. BRISKE: Staff members, any
 2 cross-examination of this witness?
 3 MR. LEMOS: No, sir.
 4 MR. BRISKE: Mr. Woodward.
 09:56AM 5 MR. WOODWARD: Mr. Bear, I'm looking at
 6 the deed that you provided. It looks to me
 7 like you bought this from a fellow named Alott
 8 and a couple of people named Clark. You
 9 didn't buy it at a foreclosure sale, did you?
 09:57AM 10 MR. BEAR: No, sir, we did not. We bought
 11 it from
 12
 13
 14
 09:57AM 15 other questions for this witness or closing
 16 statements?
 17 MR. PAGE: That's all. Thank you.
 18 MR. BRISKE: All right. Mr. Page has
 19 rested his case. Board members, discussion or
 20 the Chair will entertain a motion.
 09:57AM 21 MR. GOODLOE: Motion, Mr. Chairman.
 22 MR. BRISKE: Yes, sir.
 23 (Motion by Mr. Goodloe.)
 24 MR. GOODLOE: I move that we recommend
 09:57AM 25 approval of rezoning application Z-2014-06
 from R-5 to ID-1, to the Board of County

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

1 * * *
 2 CASE NO: Z-2014-07
 3 Applicant: Wiley C. "Buddy" Page, Agent for Richard
 and Vickie Beck, Owners
 4 Address: 1100 North Blue Angel Parkway
 From: R-3 One-Family and Two-Family District,
 5 (cumulative) Medium Density (10 du/acre);
 SDD, Special Development District,
 6 noncumulative) Low Density (3 du/acre)
 To: C-2NA General Commercial and Light
 Manufacturing District, (cumulative) Bars,
 Nightclubs and Adult Entertainment are
 Prohibited Uses (25 du/acre)
 8
 9
 10:08AM 10 MR. BRISKE: All right, folks. Please
 11 find your seats as we are going to come back
 12 into session. We are in the quasi-judicial
 13 portion of the hearing for April 1st, 2014.
 14 And our next case for consideration is Case
 10:08AM 15 Z-2014-07, being presented by Buddy Page,
 16 agent for Richard and Vicki Beck, the owners,
 17 1001 North Blue Angel Parkway, from R-3, One
 18 and Two Family District, to C-2NA, which is
 19 general commercial and light manufacturing.
 10:09AM 20 Bars, nightclubs and adult entertainment are
 21 prohibited uses in this category.
 22 Members of the Board, has there been any
 23 ex parte communication between you, the
 24 applicant, agent, attorneys, witnesses,
 10:09AM 25 Planning Board members or general public prior

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

PLANNING BOARD REZONING - APRIL 1, 2014

77

1 to this hearing? I'll ask if you visited the
 2 subject property and also disclose if you are
 3 related or a business associate of any of the
 4 applicants or agents.
 10:09AM 5 We'll start with Ms. Oram again.
 6 MS. ORAM: No to all.
 7 MS. HIGHTOWER: No to all.
 8 MR. GOODLOE: No to ex parte, but I have
 9 visited the site.
 10:09AM 10 MR. WOODWARD: The only thing I know is I
 11 think I know where this piece of property is.
 12 MR. BRISKE: Thank you, sir.
 13 The Chairman, no to all.
 14 MR. TATE: No communication, but I am
 10:09AM 15 familiar with the location of the site.
 16 MS. DAVIS: No to all.
 17 MR. WINGATE: I had no contact with the
 18 owners but I do and I am familiar with the
 19 property because I pass by it just about
 10:10AM 20 everyday.
 21 MR. BRISKE: Thank you.
 22 Staff, was a notice of the hearing sent to
 23 all interested parties?
 24 MS. CAIN: Yes, it was.
 10:10AM 25 MR. BRISKE: Was that notice also posted

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

78

1 on the subject property?
 2 MS. CAIN: Yes, it was.
 3 MR. BRISKE: Thank you. Mr. Page, if
 4 there's no objection we'll present the maps
 5 and photography. Thank you.
 6 Please, proceed, Allyson.
 7 (Presentation of Maps and Photography.)
 8 MS. CAIN: Allyson Cain, Development
 9 Services Development Planner. This is
 10:10AM 10 rezoning Z-2014-07, 1100 Blue Angel Parkway,
 11 from R-3 and SDD to C-2NA.
 12 This is the location map. This is the
 13 wetlands map. This is the aerial photography.
 14 This is the Future Land Use showing it's Mixed
 10:10AM 15 Use Suburban. This is the existing land use
 16 showing the existing parcels surrounding the
 17 subject property. This is the 500-foot radius
 18 showing split R-3 and SDD surrounded with R-3,
 19 SDD and R-5.
 10:11AM 20 This is the public hearing notice sign.
 21 This is looking at the subject property. This
 22 is looking west from the subject property
 23 across Blue Angel. This is looking north down
 24 Blue Angel from the subject property. Looking
 10:11AM 25 south from the subject property on Blue Angel.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

79

1 This is the 500-foot radius map from the
 2 Property Appraiser and this is our 500-foot
 3 radius mailing list.
 4 MR. BRISKE: Any questions on the maps or
 10:11AM 5 photography?
 6 MR. WOODWARD: Go back to that wetlands
 7 map, please, Allyson. It seems that all of
 8 that piece of property is wetlands at one time
 9 or another?
 10:11AM 10 MS. CAIN: Yes. It's shown as currently.
 11 MR. WOODWARD: Is it a swamp?
 12 MS. CAIN: I don't know that it's a swamp.
 13 It's just a low lying wetland area.
 14 MR. WOODWARD: Isn't this kind of like
 10:12AM 15 near the pitcher plant preserve or sort of the
 16 same neighborhood?
 17 MR. HOLMER: Andrew Holmer, Senior
 18 Planner. Yes. All this eventually drains in
 19 that direction.
 10:12AM 20 MR. WOODWARD: Jones Creek?
 21 MR. HOLMER: Well, as it goes south all
 22 that stuff is going to be emptying into
 23 Tarkiln Bayou. It all drains southwesterly.
 24 MR. BRISKE: Any other questions for staff
 10:12AM 25 at this point on the pictures?

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

80

1 All right. Mr. Page. Good morning, sir.
 2 You've been previously sworn in and you still
 3 are under oath for this case, as well. Please
 4 state your name and address again for the
 10:13AM 5 record.
 6 (Wiley C. "Buddy" Page, previously sworn.)
 7 MR. PAGE: Mr. Chairman, Buddy Page, 5337
 8 Hamilton Lane, Pace, Florida.
 9 MR. BRISKE: Thank you, sir. Buddy did
 10:13AM 10 you receive a copy of the rezoning hearing
 11 package with the staff's Findings-of-Fact?
 12 MR. PAGE: I did.
 13 MR. BRISKE: Do you understand that you
 14 have the burden of providing substantial
 10:13AM 15 competent evidence that the proposed rezoning
 16 is consistent with the Comprehensive Plan,
 17 furthers the goals, objectives and policies of
 18 that plan and is not in conflict with the Land
 19 Development Code?
 10:13AM 20 MR. PAGE: I do.
 21 MR. BRISKE: Please proceed, sir.
 22 MR. PAGE: Thank you, Mr. Chairman. By
 23 way of a little background on this particular
 24 site, this property was purchased by the
 10:13AM 25 previous owner who was Mr. Robert E. Booth in

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

PLANNING BOARD REZONING - APRIL 1, 2014

81

1 1984. In 1987, he had a hardware on the site.
 2 In 1990 he had a tire changing operation,
 3 tires for sale and during the tire period of
 4 time I guess things were a little lax back in
 10:14AM 5 the 1990s. He took all the tires off the cars
 6 and rather than properly disposing of them he
 7 put them back in the wetland area.
 8 He leased the building in 1992 to the
 9 present owners. For the first year or two
 10:14AM 10 during that period of time they cleaned the
 11 tires up to make it conform with the rules and
 12 regulations.
 13 In 1992 or in 1990, when they first
 14 started, the County did not have zoning
 10:14AM 15 matters for anyone to comply with. The
 16 building itself was actually constructed in
 17 1991, according to the County records. The
 18 construction of the building then as it is now
 19 is a steel skin, steel roof type of facility
 10:15AM 20 consistent with commercial type of activities.
 21 Why, when the County adopted zoning in 1992,
 22 this was not picked up is unknown. We've gone
 23 back through records, so on and so forth to
 24 trying to make that determination, but we
 10:15AM 25 haven't really found any reason why it was not

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

82

1 correctly zoned for what it was being used for
 2 as a commercial venture.
 3 Part of that research we wanted to
 4 establish how far back the metal building
 10:15AM 5 actually was on the ground. Did it or did it
 6 not predate zoning? The County records, the
 7 County aerial photography for that period of
 8 time clearly shows that the building was there
 9 years before the County adopted zoning. The
 10:15AM 10 aerial photo that the County has is actually a
 11 large negative and the technical requirements
 12 to reproduce that into something that we might
 13 be able to see today just can't be done. They
 14 had that technology back then apparently but
 10:16AM 15 the equipment and what have you has moved on
 16 to digital and we haven't been able to
 17 retrieve that.
 18 However, Mr. Holmer helped in that
 19 location. He saw the building was there.
 10:16AM 20 And, Mr. Chairman, if I could ask Mr. Holmer
 21 to document for the Board what he saw on that
 22 aerial and any other document that he might
 23 have to assist us in establishing the fact
 24 that the building was there prior to zoning.
 10:16AM 25 MR. BRISKE: Thank you. Go ahead.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

83

1 MR. HOLMER: Yes, sir. I looked through
 2 the historic aerials, laid them out and I
 3 rechecked again today, on the 1986 aerial the
 4 building was not there. On the 1989 aerial
 10:16AM 5 that building, and it appears that there may
 6 have been other metal type buildings were on
 7 the site.
 8 MR. WOODWARD: Mr. Holmer, are these the
 9 kind of photographs that they used to take
 10:17AM 10 from high altitude planes and they used in the
 11 road department and they were like six or
 12 eight feet long by whatever wide?
 13 MR. HOLMER: They're not that large in
 14 size, but yes, they're DOT aerials.
 10:17AM 15 MR. WOODWARD: DOT aerials. I know what
 16 you're talking about. We used to use them in
 17 court.
 18 MR. PAGE: Mr. Chairman, what we've
 19 attempted to do and I think with the Board's
 10:17AM 20 indulgence through the staff's testimony we
 21 were able to establish that the building, the
 22 operation was there and ongoing before the
 23 County did their inventory back during that
 24 period of time to establish the first zoning
 10:17AM 25 maps and for whatever reason this one got

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

84

1 overlooked.
 2 Be that as it may, the present owners have
 3 owned that since '91 and '92, or -- well, in
 4 '92 when the County actually adopted zoning,
 10:18AM 5 they were there selling sod.
 6 MR. TATE: Can I ask a question before we
 7 move away from that?
 8 MR. PAGE: Sure.
 9 MR. TATE: What's it recognized as like in
 10:18AM 10 the County appraiser for use? Do they...
 11 MR. PAGE: They have it as store, one
 12 story.
 13 MR. TATE: Thank you.
 14 MR. PAGE: That's from Chris Jones.
 10:18AM 15 What we're trying to do here today,
 16 Mr. Chairman, is ask the Board for
 17 consideration through scrivener's error or
 18 whatever, to correct something that should
 19 have been something that they enjoyed at the
 10:18AM 20 time the County went through the effort to
 21 zone the County. And to that end, as far as
 22 the criteria goes, compatibility with the
 23 Comprehensive Plan, we concur with the staff
 24 findings that it is consistent. It's on a
 10:18AM 25 hurricane evacuation route. It's on an

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

PLANNING BOARD REZONING - APRIL 1, 2014

85

1 arterial collector road maintained by the Navy
 2 on the southern end and the DOT on the
 3 balance.
 4 Criterion (2), consistent with the Land
 10:19AM 5 Development Code. Staff's findings that it is
 6 consistent with the requirements, locational
 7 Criterion (4) C-2NA.
 8 There is one comment under Criterion (2).
 9 It says the applicant has made it known the
 10:19AM 10 intent to reestablish the commercial
 11 operation. Mr. Chairman, it has always been a
 12 commercial operation. They generally don't
 13 sell a whole lot of sod in November, December,
 14 or January, but it is seasonal much like any
 10:19AM 15 other seasonal type of operation. So it's
 16 been licensed. It's been used on a frequent
 17 basis annually to sell those types of goods
 18 and wares.
 19 Compatibility with the surrounding areas.
 10:19AM 20 The staff on that particular one finds that it
 21 is not compatible for some reason for a C-2NA
 22 to be in an area on a major highway with
 23 residential zoning categories, rather larger
 24 residential density on either side.
 10:20AM 25 In viewing the last case this Board just
 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

86

1 reviewed, we had an industrial category with
 2 some residential that we found it to be
 3 compatible in terms of being consistent under
 4 Criterion (3), so I'm a little puzzled why
 10:20AM 5 this, which is on a major arterial road, just
 6 not far from the Lillian Highway intersection,
 7 which is all commercial, this has commercial
 8 within 500 feet of it, it has been used for
 9 commercial activities for 15 years, we're
 10:20AM 10 puzzled why it would not be found to be
 11 compatible. It's been compatible for that
 12 period of time.
 13 But in any event, Criterion (5), effect on
 14 the natural environment, if we could see the
 10:21AM 15 wetland determination map one more time or the
 16 County's wetland map that had the green area.
 17 That one.
 18 Mr. Chairman, if I could just describe, if
 19 you follow the northerly boundary line of that
 10:21AM 20 property, it comes by the building. The white
 21 area is the parking lot, the staging area.
 22 Then it gets back into a very dark color for
 23 trees. Then it gets into the green area all
 24 the way out to a line. We walked that fence
 10:21AM 25 line all the way down to that small body of
 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

87

1 water and that's the entire area where the
 2 tires were stored. Even though it shows on
 3 here as a wetland, we would suggest that the
 4 wetland lines, lacking a jurisdictional, in
 10:22AM 5 that area is considerably east of what that
 6 line shows there.
 7 I think that probably is a seasonal high.
 8 It may actually get wet at time up that high,
 9 but I doubt that there's enough information as
 10:22AM 10 far as doing a delineation or a diversity,
 11 species diversity index that you have to fill
 12 out on how many plants are associated and how
 13 concentrated they are. We didn't see -- we
 14 heard earlier about the pitcher plant.
 10:22AM 15 Pitcher plants aren't out this time of year,
 16 but we were there in September and we saw no
 17 evidence of pitcher plants in that particular
 18 area.
 19 So I would suggest in my comments directed
 10:22AM 20 toward we think there is a little more area to
 21 the rear of that. Regardless, the bottom
 22 line, anything they wanted to do in that area
 23 is going to have to be taken care of through
 24 the Corps and the DEP and the County.
 10:23AM 25 I will say that if we had that aerial
 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

88

1 blown up enough you would be able to see that
 2 there's an extensive watering system because
 3 when the pallets of sod come in, they stack
 4 them one and two high all south of the white
 10:23AM 5 area that's on the aerial and you can see the
 6 little white dots that show where the
 7 sprinkler heads are. These are things that
 8 they put in place, obviously, to support their
 9 type of activity.
 10:23AM 10 The grass comes in generally from Woerner
 11 Sod over in Elberta on tractor trailer rigs.
 12 They unload it with a forklift. It's loaded
 13 back the same way when the landscapers come in
 14 to buy what they need for their type of
 10:23AM 15 operation, as well as the fertilizer and so
 16 forth. So this has been an ongoing operation.
 17 It's incorrectly zoned.
 18 And in terms of the development patterns,
 19 Mr. Chairman, the final item under Criterion
 10:24AM 20 (6), it says, again, to reestablish a
 21 commercial trend. We think that the
 22 commercial trend was established probably in
 23 1990 or '91, when he first built the metal
 24 building on site.
 10:24AM 25 So, Mr. Chairman, with those comments
 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

PLANNING BOARD REZONING - APRIL 1, 2014

89

1 addressing the criteria, we would certainly
 2 attempt to answer any questions or concerns
 3 that the Board might have.
 4 MR. WOODWARD: Mr. Chairman?
 5 MR. BRISKE: Yes, sir.
 6 MR. WOODWARD: This strikes me as being
 7 similar to at least three or four other
 8 situations that Mr. Page has brought us over
 9 the last year or so. It looks to me like this
 10 is a housekeeping issue more than it is
 11 anything else, that we really need to bring
 12 the rule in conformity with the use as opposed
 13 to the use into conformity with the rule.
 14 MR. BRISKE: Well, it may possibly be. I
 15 think staff finds that some of this may not be
 16 compatible and it may be related to that very
 17 issue, but let's let them do their
 18 presentation and then we can come back and
 19 visit that.
 20 Mr. Page, anything else right now?
 21 MR. PAGE: No.
 22 MR. BRISKE: Mr. Wingate, did you have
 23 something?
 24 MR. WINGATE: I would just comment I'm
 25 familiar with this particular site. I know

10:24AM
10:24AM
10:25AM
10:25AM

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

90

1 the present owners because we were in the
 2 landscaping business together and I was one of
 3 his vendors, so it's been there for a long
 4 time. And that community, which is Bellview,
 5 there's about five churches in that particular
 6 area, and I just say I think when zoning come
 7 through it was just -- the community was kind
 8 of overlooked because up across Lillian is
 9 mostly all C-1 and higher. And then like
 10 Buddy was saying, most all that we're assuming
 11 is wet is not wet, if you, you know, run back
 12 and look in the woods. But that's just some
 13 comments that I would make.
 14 MR. BRISKE: Mr. Wingate, you indicated
 15 that you were business partners with the
 16 owners. Then that would be ex parte
 17 communication and would disqualify you from
 18 voting on the case. Did you say you are
 19 business partners with the owners?
 20 MR. WINGATE: No. I was their -- I was in
 21 business. I bought sod from him.
 22 MR. BRISKE: So you were a customer of
 23 his?
 24 MR. WINGATE: I was a customer.
 25 MR. BRISKE: Okay.

10:25AM
10:25AM
10:26AM
10:26AM
10:26AM

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

91

1 MR. WINGATE: I was in a customer
 2 relationship.
 3 MR. BRISKE: I apologize. I thought I
 4 heard you say you were a business partner of
 5 his and, of course, we --
 6 MR. ROSS: I don't think that rises to the
 7 level of voting conflict.
 8 MR. BRISKE: Right. If you're a customer,
 9 that's fine. We all live and work in the
 10 community so that happens from time to time.
 11 Okay. Thank you for your comments, sir.
 12 Any other questions before we let staff do
 13 their presentation? Okay. Go ahead Allyson.
 14 (Presentation by Allyson Cain, previously
 15 sworn.)
 16 MS. CAIN: Allyson Cain. This is Rezoning
 17 Z-2014-07 from R-3, SDD to C-2NA, which is
 18 general commercial and light industrial with
 19 bars, nightclubs and adult entertainment
 20 prohibited. And just a reminder, this
 21 particular property does have a for sale sign
 22 on it and it has not been in operation for at
 23 least 365 days.
 24 Criterion (1), consistent with the
 25 Comprehensive Plan, we did find that it was

10:26AM
10:26AM
10:27AM
10:27AM
10:27AM

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

92

1 consistent with the Comprehensive Plan as far
 2 as Mixed Use Suburban because it does allow
 3 for a mix of residential and commercial uses
 4 such as retail, professional offices and light
 5 industrial.
 6 Criterion (2), consistency with the Land
 7 Development Code. We do find that it was
 8 consistent with the general commercial and
 9 light manufacturing uses and the locational
 10 criteria of the C-2NA. It is located on an
 11 arterial road, Blue Angel Parkway. It's half
 12 a mile from an arterial/arterial intersection,
 13 which is Lillian and Blue Angel. As Mr. Page
 14 has stated, the applicant does want to
 15 reestablish his current nonconforming use. Of
 16 course, here at rezoning we don't look at the
 17 uses particularly.
 18 Criterion (3), compatible with the
 19 surrounding uses. We found that it's not
 20 compatible with the existing uses in the area.
 21 Within the 500-foot radius we observed R-3,
 22 R-5 and SDD zoning. The majority of the
 23 parcels are residential zoning category. The
 24 existing land use for most part the properties
 25 are vacant. They have churches, which we

10:27AM
10:27AM
10:28AM
10:28AM
10:28AM

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

PLANNING BOARD REZONING - APRIL 1, 2014

93

1 consider them commercial. And although there
 2 are commercial parcels to the north and south
 3 of this commercial -- for this property, it
 4 does tend to make a natural commercial flow
 10:29AM 5 along Blue Angel Parkway.
 6 Criterion (4), changed conditions. We
 7 found that there were no changed conditions
 8 for this amendment or property.
 9 Effect on the natural environment. There
 10:29AM 10 is a mistake in the findings. There are
 11 wetlands and hydric soils. From the template
 12 I think by my mistake it was not struck out,
 13 the not. There is approximately 6.5 acres
 14 that are hydric soils and 5.7 acres are on a
 10:29AM 15 national wetlands inventory. There's a total
 16 of approximately 8.2 acres in total for this
 17 parcel.
 18 If you would like, I was going to
 19 introduce Andrew Holmer if you needed more
 10:29AM 20 information regarding the wetlands difference
 21 in the two Mr. Page made some reference to.
 22 MR. TATE: I think we can just acknowledge
 23 that there are wetlands. Where they're at is
 24 not an issue for this Board.
 10:30AM 25 MR. BRISKE: There was no formal wetland
 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

94

1 delineation map presented, so...
 2 MS. CAIN: As far as Criterion (6),
 3 development patterns, the proposed amendment
 4 would not result in a logical and orderly
 10:30AM 5 development pattern. Although the property
 6 has currently a commercial building on site
 7 it's not in use at the moment. It's empty.
 8 Predominately the zonings around there are
 9 residential. Most are vacant parcels and it
 10:30AM 10 would reestablish a commercial trend along
 11 Blue Angel Parkway should this C-2NA be
 12 granted.
 13 That's the end of the staff's findings at
 14 this time.
 10:30AM 15 MR. BRISKE: Allyson, when you opened your
 16 comments you said that the business had not
 17 been running for over a year and that there
 18 was a for sale sign on it. Could you
 19 elaborate on those comments?
 10:31AM 20 MS. CAIN: For what the existing zoning is
 21 it's a commercial -- the existing building was
 22 a commercial building. It's not allowed in
 23 the current zoning. It's a nonconforming use.
 24 If you are in operation for 365 -- if you go
 10:31AM 25 out of operation for 365 days you lose your
 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

95

1 nonconforming status. And I just had noted
 2 that there was a for sale sign on the
 3 property. Really it's neither here nor there.
 4 MR. BRISKE: That's not any of our
 10:31AM 5 criteria that we look at. I just wanted to
 6 clear that up on the record. Other questions
 7 for the staff?
 8 MR. GOODLOE: Does Mr. Page have a comment
 9 on that?
 10:31AM 10 MR. PAGE: I do at the appropriate time.
 11 MR. BRISKE: Let's get any other questions
 12 out for Allyson.
 13 Mr. Wingate.
 14 MR. WINGATE: Mr. Chairman, as I have
 10:31AM 15 noticed this hasn't been in operation for over
 16 a year, but there was a guy that used to be
 17 there every Tuesday, every Tuesday and
 18 Thursday and Friday because I know the sod
 19 was -- he was always there on Tuesday and
 10:32AM 20 Friday because I had stopped by there within
 21 the last six months. So he wasn't really
 22 closed. They were just answering the phone
 23 and they would come down and he would be there
 24 two days a week.
 10:32AM 25 MR. BRISKE: So limited hours but not
 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

96

1 closed is what you're saying.
 2 MR. WINGATE: They were just opened by
 3 special time and the sign out front said that,
 4 Tuesday.
 10:32AM 5 MR. BRISKE: Well, that may be an
 6 important fact in the case. Any other
 7 questions right now? Okay.
 8 MR. WINGATE: Are you ready for a motion?
 9 MR. BRISKE: We have some speakers on it,
 10:32AM 10 Mr. Wingate.
 11 Mr. Page, would you come forward and we'll
 12 give you an opportunity to make comments
 13 before we open the public comments on the
 14 case.
 10:32AM 15 MR. PAGE: Thank you, Mr. Chairman, two
 16 brief comments. One was exactly what you just
 17 heard is what was repeated to me by the
 18 owners, that they're there two days a week.
 19 The electricity has never been turned off. It
 10:33AM 20 is a seasonal type of business and I was going
 21 to ask the staff what did they rely on to find
 22 out that it had been closed for over 365 days
 23 because that's simply not what the owners have
 24 told us. They told us basically what I just
 10:33AM 25 heard from the member here.
 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

PLANNING BOARD REZONING - APRIL 1, 2014

97

1 MR. BRISKE: Let's go ahead and get that
 2 addressed right now. How did we verify that
 3 it had been closed for 365 days?
 4 MS. CAIN: Well, evidently from going and
 10:33AM 5 looking at aerials and going by the site, not
 6 seeing any signs and not seeing any business
 7 or electricity, we just did not know that it
 8 was in operation.
 9 MR. BRISKE: So it's just observation of
 10:33AM 10 the staff members. Is there any verification
 11 of the --
 12 MR. JONES: Yes. Allyson was correct. It
 13 was just observations. When it comes to
 14 proving the nonconforming status that is the
 10:34AM 15 burden of the applicant or the property owner.
 16 They have that burden of proof. Just through
 17 our observation that was observed at the time
 18 it did not appear to be in operation, but
 19 proving nonconforming status is the burden of
 10:34AM 20 the owner or developer. They have to prove
 21 that.
 22 MR. BRISKE: What type of things would
 23 meet burden of proof?
 24 MR. WOODWARD: Mr. Page, have they had a
 10:34AM 25 business license in force and effect during
 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

98

1 this period of time?
 2 MR. PAGE: That and whether the
 3 electricity is still on or not. They can't do
 4 business without telephones and electricity
 10:34AM 5 and generally in years gone by it's been my
 6 experience that if you can produce that proof
 7 that was prima facie evidence right there on
 8 the spot. However, Gulf Power in recent years
 9 through the protection of information, you
 10:34AM 10 can't get that anymore. So then the burden
 11 becomes for the owner to produce a bill for
 12 that type of thing. But I told him, based
 13 upon what he was telling me that if they're
 14 there two days a week, which we've just heard
 10:35AM 15 some testimony about, and that their
 16 electricity is on that I felt like that was
 17 fairly competent and substantial unless the
 18 County has something greater than that to
 19 counter the statements that were made. I
 10:35AM 20 don't believe I've heard that yet.
 21 MR. WOODWARD: Well, vendors of
 22 agricultural products have to have a business
 23 license, don't they?
 24 MR. PAGE: They do, yes.
 10:35AM 25 MR. BRISKE: Okay. All right.
 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

99

1 Mr. Chairman, the other question that I
 2 had, under Criterion (3), the findings, if we
 3 could put the existing land use map back up on
 4 the overhead for just one moment for
 10:35AM 5 clarification, please. Zoning.
 6 Mr. Chairman, the statement that is
 7 written here and the one that you just heard
 8 was that under Criterion (3) the proposed
 9 amendment is not compatible with surrounding
 10:36AM 10 and existing uses in the area. Within 500
 11 feet, and then they give an inventory of R-3,
 12 R-5 and SDD, for some reason it was overlooked
 13 that the westerly portion of it is covered
 14 under this C-1. That's not a part of the
 10:36AM 15 staff findings, but it is a part of the aerial
 16 or the map that you see there and I wanted to
 17 bring to your attention that there is C-1
 18 within that 500 feet. There's further C-1
 19 south of this and, of course, at the
 10:36AM 20 intersection as you heard earlier there's a
 21 considerable amount of commercial activity up
 22 in that area.
 23 So we feel like the road designation
 24 itself in terms of being a parkway, it is a
 10:36AM 25 hurricane evacuation route, that the
 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

100

1 residential areas or residential homes that
 2 you see out there, the small wooden structures
 3 that are vacant and some dilapidated, is some
 4 indication that residential use out in that
 10:36AM 5 area is just not something that they're going
 6 to issue a building permit on next Monday
 7 morning for a \$150,000 house. It's more
 8 compatible with a commercial type of use and
 9 we see that parkway as that type of activity.
 10:37AM 10 So we think that we are consistent with
 11 Criterion (3) in terms of being compatible
 12 based on those observations.
 13 MR. BRISKE: Any other questions at this
 14 point before we open the public comment?
 10:37AM 15 MS. CAIN: It was C-2, not C-1. I wanted
 16 to make that addition to the findings. That
 17 it's C-2.
 18 MR. BRISKE: C-2NA, correct?
 19 MS. CAIN: No, he was making reference
 10:37AM 20 to --
 21 MR. BRISKE: Oh, the other one was C-2.
 22 MS. CAIN: C-2.
 23 MR. BRISKE: That's clarification on the
 24 other parcel.
 10:37AM 25 For those members of the public who wish
 850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

PLANNING BOARD REZONING - APRIL 1, 2014

101

1 to speak on this matter, please note that the
 2 Planning Board bases our decision on the
 3 criteria and exceptions described in Section
 4 2.08.02.D of the Escambia County Land
 10:37AM 5 Development Code. During our deliberations,
 6 we do not consider general statements of
 7 support or opposition. Accordingly, please
 8 limit your testimony to those criteria and
 9 exceptions described in Section 2.08.02.D.
 10:38AM 10 Please also note that only those
 11 individuals who have completed a speaker
 12 request form and give testimony today before
 13 the Planning Board will be allowed to speak at
 14 the hearing at the Board of County
 10:38AM 15 Commissioners meeting.
 16 Our first speaker is Mr. John Chivington.
 17 MS. DAVIS: He spoke at the last one.
 18 MR. WOODWARD: That's the one we couldn't
 19 find. That's why, because he had the wrong
 10:38AM 20 case written on there. He did fill one out,
 21 just put the wrong number on it.
 22 MR. BRISKE: Okay.
 23 Freddy Briggs. Good morning, sir. If you
 24 will be sworn in and then state your name and
 25 address for the record, please.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

102

1 (Freddy Briggs sworn.)
 2 MR. BRIGGS: My name is Freddy Briggs. I
 3 live at 1204 North Blue Angel Parkway. And
 4 it's not my position to try to stop someone
 10:39AM 5 from using their property to better
 6 themselves, but, a couple of things I've heard
 7 that I'm in disagreement with is obviously the
 8 compatible surroundings, it's not compatible.
 9 That sod business is not compatible with the
 10:39AM 10 surroundings in that area. It's all
 11 residential except for a couple of churches.
 12 There's some churches there. The gentleman
 13 spoke about the intersection. Well, that's
 14 well beyond the 500 feet. I don't know, maybe
 10:39AM 15 it's a mile or so. So that what? I've got to
 16 make my statements go along with these
 17 statements here, so compatibility with
 18 surroundings, it's not compatible. It sticks
 19 out like a sore thumb out there.
 10:40AM 20 And obviously effects on the environment
 21 being the wetlands are right there. I know
 22 we're not discussing a change in the wetlands,
 23 but there is a lot of wetlands there. My back
 24 yard is flooded a regular --
 10:40AM 25 That's all I have.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

103

1 MR. BRISKE: Could we bring back up the
 2 map? Do you live very close to this location?
 3 MR. BRIGGS: Maybe two properties north of
 4 it.
 10:40AM 5 MR. BRISKE: Could you point out on the
 6 map where you live just so we have an idea?
 7 MR. BRIGGS: Maybe those up in there
 8 somewhere, those. We own two properties right
 9 there, so I don't know which one it is.
 10:40AM 10 MR. BRISKE: You're not adjacent to it but
 11 maybe you're one or two properties away.
 12 MR. BRIGGS: It's one or two properties
 13 away.
 14 MR. BRISKE: I just wanted to make sure we
 10:41AM 15 knew where you were at, sir.
 16 MR. BRIGGS: I'm not sure if I'm in
 17 opposition or not. I just want to be aware of
 18 what's going on because I don't want anybody
 19 to stop anybody from using their property.
 10:41AM 20 MR. BRISKE: Yes, sir. Thank you for
 21 comments. Any question for Mr. Briggs?
 22 Mr. Page, cross-examination? All right.
 23 Thank you.
 24 All right. Anyone else that wishes to
 10:41AM 25 speak on this matter that has not spoken yet?

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

104

1 All right, hearing none I will hereby close
 2 the public comment section of the meeting.
 3 Mr. Page, your closing statements, please.
 4 MR. PAGE: Mr. Chairman, just one brief
 10:41AM 5 question of staff. How many notices did we
 6 send out? I noticed we just had one speaker.
 7 I'm just curious how many total notices were
 8 sent out. Several dozen it seemed.
 9 MR. BRISKE: Do you have the list? Maybe
 10:41AM 10 you can kind of estimate. Put up the list.
 11 MS. CAIN: Probably about 30.
 12 MR. PAGE: Twenty-five to 30. Thank you,
 13 Mr. Chairman.
 14 MR. BRISKE: Thank you. Is that all of
 10:42AM 15 your closing statements, Mr. Page?
 16 MR. PAGE: Yes, sir.
 17 MR. BRISKE: Anything else from the staff?
 18 MS. CAIN: No.
 19 MR. BRISKE: Board members, I'll remind
 10:42AM 20 you that the Findings-of-Fact do have two
 21 criterion that the staff found not compatible,
 22 so in your motion you would either accept
 23 those findings or address them and make your
 24 own findings in those categories.
 10:42AM 25 MR. TATE: Mr. Chairman, I don't have a

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

PLANNING BOARD REZONING - APRIL 1, 2014

105

1 motion, but I have kind of a comment and a
 2 question. It was somewhat addressed earlier
 3 by Mr. Woodward when he referenced basically
 4 making the zoning compatible with what's
 10:43AM 5 already there. There was a comment made by
 6 staff and it's in the findings as well
 7 reestablishing or establishing a commercial
 8 use, obviously that's a well-traveled highway
 9 with a lot of vacant land. Is it the opinion
 10 of staff that that's good developable land for
 11 commercial use? Is that what you're saying?
 12 I understand there's churches and residential
 13 properties. I'm not saying sell your house
 14 tomorrow. What I'm asking is the comments
 10:43AM 15 that you made about reestablishing it; is that
 16 viewed as a commercial corridor in the
 17 thinking of the future and the use of --
 18 MS. CAIN: Yes, sir. It's a minor
 19 arterial roadway. It is half a mile from
 10:43AM 20 another arterial intersection. Like you said,
 21 there are churches and commercial, which is
 22 considered commercial, in the area. It would
 23 make a good commercial developable because it
 24 is on the arterial roadway.
 25 MR. TATE: Thank you.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

106

1 MR. BRISKE: When you say that it's a
 2 minor arterial, is that because it's a
 3 two-lane highway or is it because of the
 4 traffic concurrency?
 10:44AM 5 MR. JONES: That's the LOS standards and
 6 DOT classification. The main thing it's still
 7 classified as an arterial, but there are
 8 certain different LOS standards on roadways
 9 DOT looks at when they're distinguishing minor
 10 and major arterials.
 11 MR. TATE: May I ask does that change
 12 between those at places where it goes to four
 13 lanes or there's already heavier commercial
 14 use?
 10:44AM 15 MS. CAIN: I would have to ask the traffic
 16 experts.
 17 MR. TATE: And the reason I ask that is
 18 because there are studies and plans in place
 19 to, not necessarily that road, but roads in
 10:44AM 20 that area moving to four lane roads and that
 21 road goes between two lanes and four lanes
 22 down its length.
 23 MR. BRISKE: But it a major enough roadway
 24 that it is an evacuation route for the Perdido
 25 Key area and all those type of things.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

107

1 MR. HOLMER: The road's got a 200-foot
 2 right-of-way.
 3 MR. TATE: It was actually, I hate to say
 4 this, but the future outlook was it would be
 10:45AM 5 land available.
 6 MR. HOLMER: As Allyson pointed out, it is
 7 on a minor arterial, to the north, Lillian, a
 8 major arterial to the south off Highway 98 a
 9 major arterial, so it would be suitable as
 10 she's saying as far as the locational
 11 criteria.
 12 MR. TATE: Mr. Chairman, I would like to
 13 say that I think testimony by our own Board
 14 member and by the applicant kind of pushes
 10:45AM 15 aside the issue of whether or not this has or
 16 has not been in operation.
 17 MR. BRISKE: Right. I think we had pretty
 18 good testimony on that.
 19 Any other questions? The Chair will
 10:46AM 20 entertain a motion.
 21 (Motion by Mr. Wingate.)
 22 MR. WINGATE: I'll make a motion. I move
 23 that we approve and send it on to the County
 24 Commission for approval.
 10:46AM 25 MR. BRISKE: I need you to address

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

108

1 Criterion (3) and (6), Mr. Wingate, because
 2 the Findings-of-Fact say they are not
 3 compatible and would not result in a logical
 4 and orderly development. You would have to
 10:46AM 5 replace those with your own criterion.
 6 MR. WINGATE: All right.
 7 MR. BRISKE: We're going to need a little
 8 bit more to put in the record what your
 9 findings are.
 10:46AM 10 MR. WINGATE: That we find that Criterion
 11 (3), again, not compatible, it seemed that
 12 with the commercial use it could be
 13 compatible.
 14 MR. TATE: Before we actually take that as
 10:47AM 15 testimony, can I ask for a clarification from
 16 staff? We indicated or it's been indicated
 17 that the C-2 portion of that property was left
 18 out, but is not in our findings but it should
 19 be?
 10:47AM 20 MS. CAIN: Yes.
 21 MR. TATE: Does that also change the
 22 nature of Criterion (3)?
 23 MR. JONES: No.
 24 MR. TATE: I'm just asking that. That's
 10:47AM 25 fine.

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

109

1 MR. BRISKE: Mr. Wingate, so on Criterion
 2 (3) you're finding that it is compatible with
 3 the surrounding and existing uses; is that
 4 what you're saying?
 10:47AM 5 MR. WINGATE: And that the owner does
 6 have -- has had partial openings part of the
 7 week during the time and it wasn't totally
 8 closed.
 9 And then to reestablish, when he was in
 10 the neighborhood he was a good neighbor.
 10:48AM 11 MR. BRISKE: So you're further stating
 12 that the nonconforming use has had continuous
 13 operation?
 14 MR. WINGATE: Yes.
 10:48AM 15 MR. BRISKE: And Criterion (6), it would
 16 not result in a logical and orderly
 17 development and I believe you're saying that
 18 it would result in logical orderly
 19 development.
 10:48AM 20 MR. WINGATE: Right.
 21 MR. BRISKE: That's part of your motion?
 22 MR. WINGATE: Yes, sir.
 23 MR. BRISKE: Staff members, do you have
 24 that. He's giving his findings on Criterion
 10:48AM 25 (3) and (6). Any discussion? Is there a

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

110

1 second for the motion?
 2 MR. GOODLOE: Second.
 3 MR. BRISKE: We have a second for the
 4 motion. Any discussion? All right. All
 10:48AM 5 those in favor, say aye.
 6 (Board members vote.)
 7 MR. BRISKE: Opposed?
 8 (None.)
 9 MR. BRISKE: The motion carries
 10:48AM 10 unanimously, a recommendation for approval to
 11 the Board of County Commissioners. Thank you,
 12 Mr. Wingate.
 13 (The motion passed unanimously.)
 14 MR. BRISKE: Is there any other business
 10:49AM 15 for the quasi-judicial hearing? Hearing none,
 16 I will call us into adjournment, and we will
 17 immediately, because we are on a time frame
 18 here, go into the Escambia County Planning
 19 Board meeting for April 1st, 2014.
 10:49AM 20 (Quasi-judicial proceedings concluded at
 21 10:50 a.m.)
 22
 23
 24
 25

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

111

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 110 both inclusive, comprise a full, true,
 10 and 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 attorney or counsel of the
 14 parties, or relative or employee of such attorney or
 15 counsel, nor am I interested in this proceeding or
 16 its outcome.
 17 IN WITNESS WHEREOF, I have hereunto set my
 18 hand and affixed my official seal on 10th day of
 19 April 2014.
 20
 21
 22 LINDA V. CROWE, COURT REPORTER
 23 Notary Public - State of Florida
 My Commission No.: EE 860695
 My Commission Expires: 02-05-2017
 24
 25

850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

Planning Board-Rezoning

5. B.

Meeting Date: 04/01/2014
CASE : Z-2014-07
APPLICANT: Wiley C. "Buddy" Page, Agent for Richard and Vickie Beck, Owners
ADDRESS: 1100 N Blue Angel Parkway
PROPERTY REF. NO.: 19-2S-31-3202-001-001
 MU-S, Mixed-Use
FUTURE LAND USE: Suburban
DISTRICT: 1
OVERLAY DISTRICT: N/A
BCC MEETING DATE: 04/29/2014

SUBMISSION DATA:

REQUESTED REZONING:

FROM: R-3 One-Family and Two-Family District, (cumulative) Medium Density (10 du/acre); SDD, Special Development District, (noncumulative) Low Density (3 du/acre)

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

RELEVANT AUTHORITY:

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

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

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

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of allowable uses include: Residential, Retail and Services, Professional Office, Recreational Facilities, Public and Civic. The minimum residential density is two dwelling units per acre and the maximum residential density is ten dwelling units per acre.

CPP FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the

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

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

FINDINGS

The proposed amendment to C2NA is **consistent** with the intent and purpose of Future Land Use category Mixed-Use Suburban as stated in CPP FLU 1.3.1. The category allows for a mix of residential and commercial uses such as retail, professional offices as well as light industrial. The proposed amendment is consistent with the intent of CPP FLU 1.5.3 promoting the efficient use of existing public roads, utilities and service infrastructure; the proposed amendment also encourages redevelopment of an underutilized property. Buffering will be required between the subject parcel and any residential property as stated in CPP FLU 1.1.9.

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.

6.05.21. SDD special development district, (noncumulative) low density.

A. Intent and purpose. This district is intended to conserve and protect environmentally sensitive areas that have natural limitations to development. These areas have certain ecological functions which require performance standards for development. SDD is to be phased out over time and no property not now zoned SDD will be zoned SDD in the future. The maximum density of this district is three dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in SDD, special development areas located in the Airport/Airfield Environs.

6.05.16.K C-2NA zoning designation. If a parcel is designated as C-2NA, then notwithstanding any other provision of this section, bars, nightclubs, and adult entertainment uses shall be prohibited uses for that parcel. Any applicant for a rezoning to the C-2 zoning district may request a C-2NA zoning designation. Such request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved, in conformance with Section 2.08.00 of this land development code, a

property owner must apply for a rezoning to C-2 in order to remove the designation. The C-2NA zoning designation shall apply to all subsequent owners unless and until the parcel is rezoned to the C-2 zoning district without the C-2NA zoning designation.

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

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

FINDINGS

The proposed amendment **is consistent** with the general commercial and light manufacturing uses and with the locational requirements for C-2NA zoning. The parcel is located on an arterial roadway, Blue Angel Parkway, half mile from an arterial/arterial intersection. There is an existing commercial structure on site which is currently a non-conforming use. The applicant has made it known the intent is to re-establish the commercial operation. The proposed amendment will eliminate the non-conforming use, making it consist with the Land Development Code. All other requirements of the Land Development Code will be evaluated for consistency during the Site Plan Review process.

CRITERION (3)

Compatible with surrounding uses.

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

FINDINGS

The proposed amendment **is not compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts R-3, R-5, C-2 and SDD. The majority of the parcels are residential in zoning and existing land use. Although there are commercial parcels to the north and south, making for a natural flow for commercial uses on the arterial roadway.

CRITERION (4)

Changed conditions.

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

FINDINGS

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

CRITERION (5)

Effect on natural environment.

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

FINDINGS

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

environment.

CRITERION (6)

Development patterns.

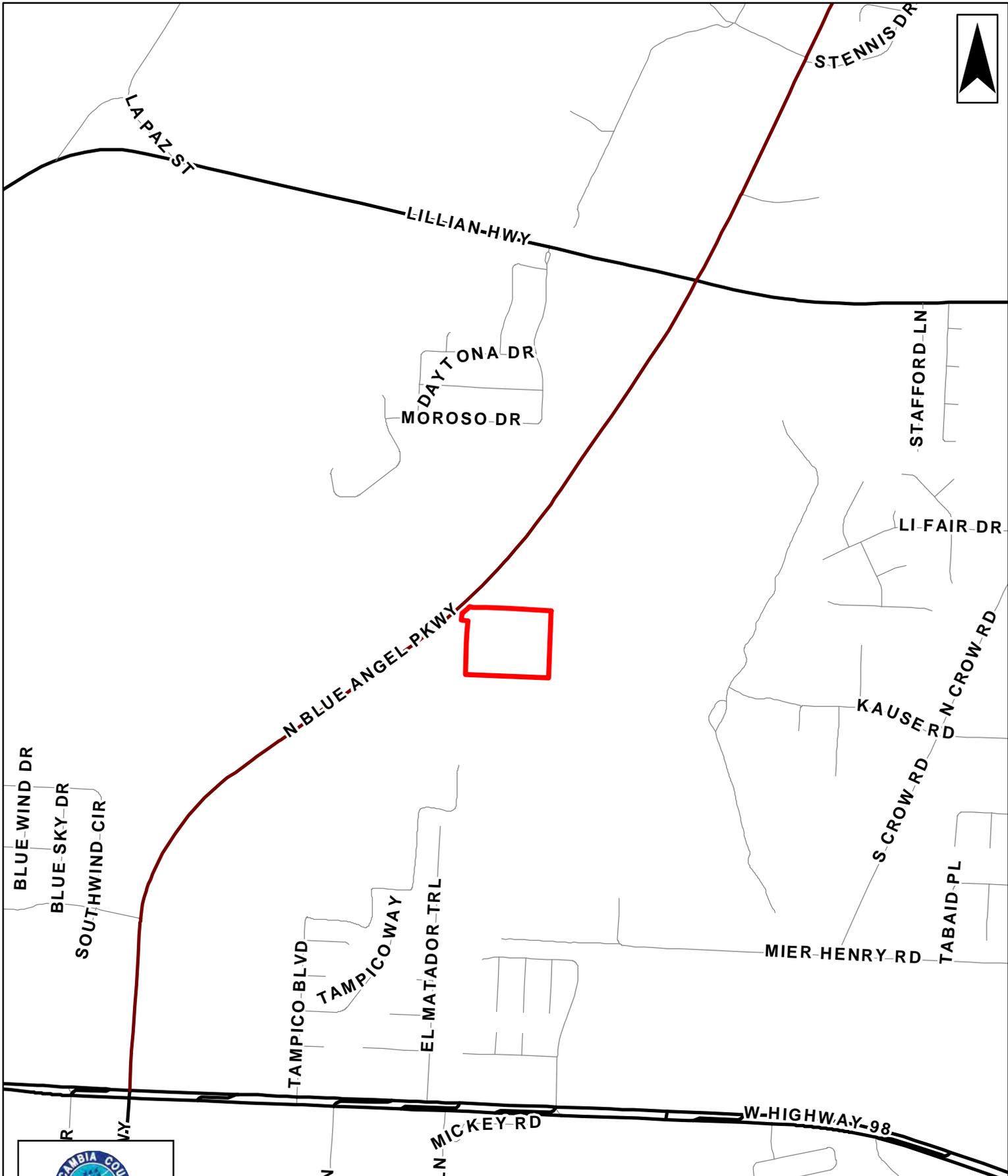
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

The proposed amendment would **not result** in a logical and orderly development pattern. Although the property currently has a commercial building on site, the area is predominately zoned residential but vacant which could re-establish a commercial trend on a well traveled arterial roadway.

Attachments

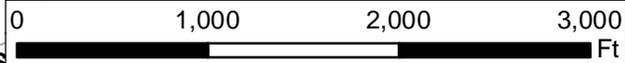
Z-2014-07




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-2014-07 LOCATION MAP



-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD



SDD

R-3

R-3

SDD

C-2

N BLUE ANGEL PKWY

R-3

SDD

R-5

SDD

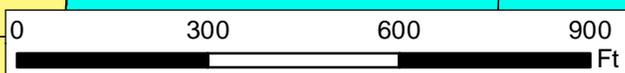
SDD



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-2014-07 500' RADIUS ZONING



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



MU-S

MU-S

MU-S

N BLUE ANGEL PKWY

MU-S

MU-S

MU-S



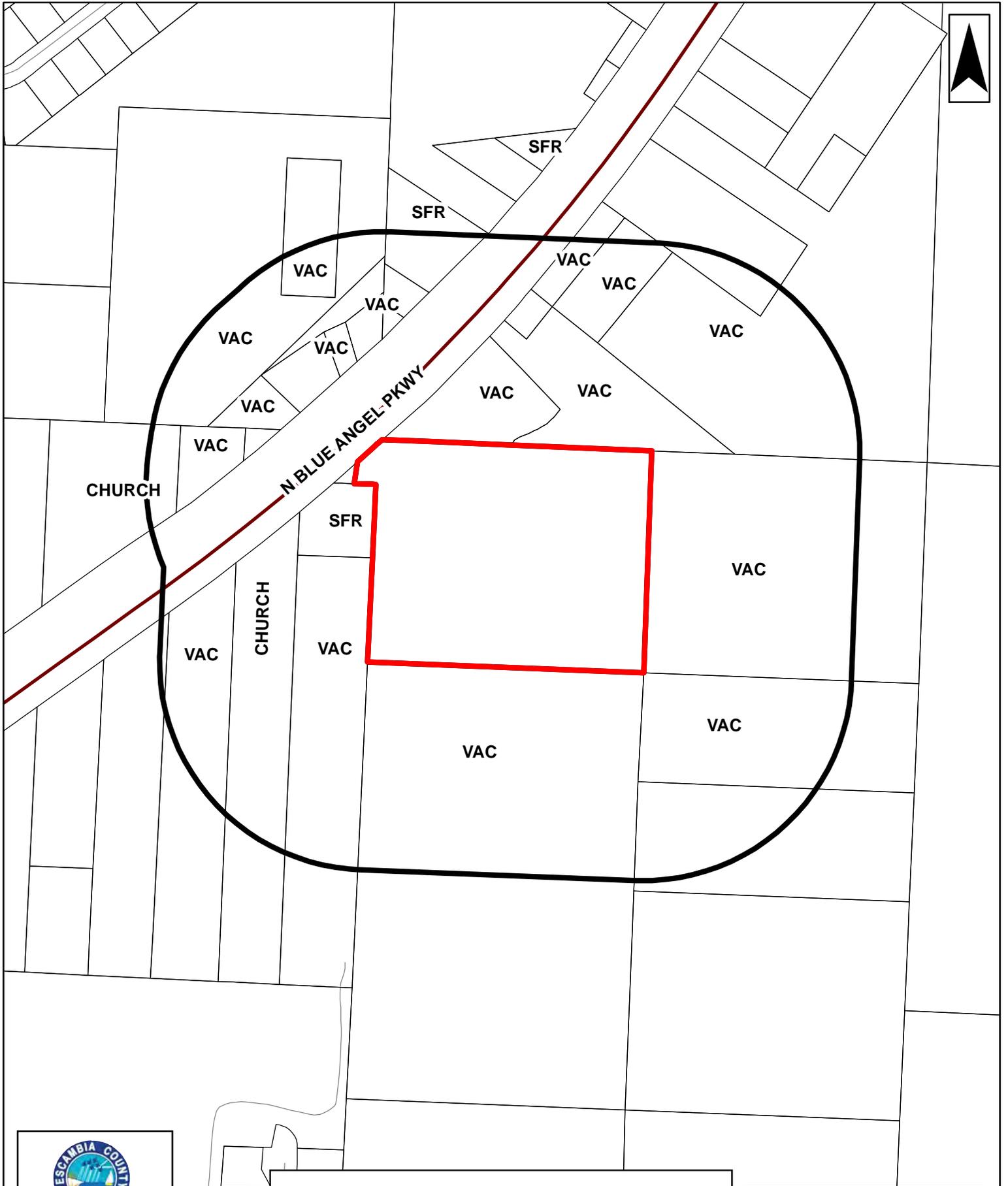
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2014-07 FUTURE LAND USE



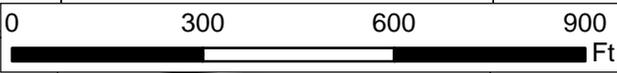
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD




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

Andrew Holmer
Planning and Zoning Dept.

Z-2014-07 EXISTING LAND USE



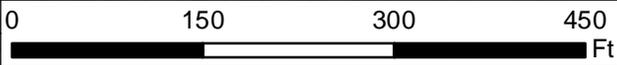
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD



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

Andrew Holmer
Planning and Zoning Dept.

Z-2014-07 AERIAL MAP



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



Public Hearing Sign



Looking at subject parcel



Looking west from subject parcel



Looking north from subject parcel



Looking south from subject parcel

Wiley C. "Buddy" Page, MPA, APA
PROFESSIONAL GROWTH MANAGEMENT SERVICES, LLC
5337 Hamilton Lane • Pace, Florida 32571

March 4, 2014
VIA HAND DELIVERY

Mr. Horace Jones. Act. Dir.
Escambia Development Services
3363 West Park Place
Pensacola, Florida 32505

ZONING
RE: ~~FLUM~~ Change Request from R-3/SDD to C-2 *NA*
1100 N. Blue Angel Parkway
Pensacola, Florida 32506
Parcel No: 19-2S-31-3202-001-001

Dear Mr. Jones:

Please find our attached application package requesting consideration for changing the zoning on the referenced parcel from R-3/SDD to C-2. The property was leased from the owner in 1992 and then purchased from the owner in 1998. The property has been used as a sod/landscaping supply business by the current owners since 1992.

Previously, the property was owned by Robert E. Boothe, Sr who purchased it in 1987 and used the site as a small hardware supply store and then a automotive tire supply business just before the current owners leased it in 1992. According to the present owners, the rear of the property was used to dump several thousand used tires which they removed during their first two years of their lease.

Mr. Boothe constructed the large metal building on the site in 1989 and it was picked up by the Property Appraisers office records in 1990 (see attached Chris Jones copy). The building is a steel frame/corrugated metal structure, as typically found in heavier commercial settings (see photos).

The County is in possession of historical aerial photography of the site showing the referenced metal building's presence in October 1989. The staff will be asked to comment on these archive photos during presentation to the Planning Board. This building and C-2 type uses, then, pre-date County zoning which was adopted three years later in 1992. It is not clear why the business was not correctly identified as a commercial activity and zoned accordingly. The sod distribution warehouse business, while understandably seasonal, utilizes considerable outside storage space for hundreds of sod pallets delivered by tractor-trailer rigs, front-end loading tractors, metered outside water/sprinkler systems and other landscapers needs.

In view of the history presented above showing continuous and documented C-2

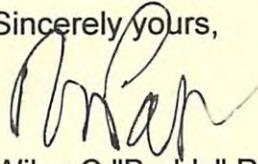
Mr. Horace Jones
March 5, 2014
Page 2

commercial type uses and improvements to the property all of which was constructed and well underway some three years prior to the adoption of zoning by the County in Mr. 1993, we respectfully ask that the Planning Board correct this oversight and change the zoning on this property from R-3/SDD to C-2 Commercial.

NA

Thank you for your assistance in this matter and contact us if you have any questions or require anything further.

Sincerely yours,



Wiley C. "Buddy" Page

copy: Mr. & Mrs. Richard Beck

Professional Growth Management Services, LLC

ZONING • LAND USE • LITIGATION SUPPORT



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 SDD to: C-2 NA

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

Owner(s) Name: Richard F. & Vickie L. Beck Phone: _____
 Address: 3900 Tongoil Road McDavid, FL 32568 Email: rvaabeck@frontiernet.net

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

Property Address: 1100 N. Blue Angel Parkway

Property Reference Number(s)/Legal Description: 19-2S-31-3202-001-001

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
- 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.

Richard F. Beck
 Signature of Owner/Agent

Richard F. Beck
 Printed Name Owner/Agent

 Date

[Signature]
 Signature of Owner

Vickie L. Beck
 Printed Name of Owner

2/26/14
 Date

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 26 day of February 2014,
 by _____

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

[Signature]
 Signature of Notary
NOTARY PUBLIC
 PATTY H. DAVIS
 MY COMMISSION # EE-000005
 EXPIRES: September 12, 2015
 Board of Notary Services

Patty H. Davis
 Printed Name of Notary

FOR OFFICE USE ONLY

CASE NUMBER: Z-2014-07

Meeting Date(s): PB 4/1/14; BCC 5/1/14 Accepted/Verified by: A Cam Date: 3/7/14

Fees Paid: \$1,270.50 Receipt #: _____ Permit #: PRZ14030008

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



CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 19-2S-31-3202-001-001

Property Address: 1100 Blue Angel Parkway Pensacola, Florida 32506

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 26th DAY OF February, YEAR OF 14.

Richard F Beck
Signature of Property Owner

Richard F. Beck
Printed Name of Property Owner

Date

Vickie L Beck
Signature of Property Owner

Vickie L Beck
Printed Name of Property Owner

2/26/14
Date



AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 1100 N. Blue Angel Pkwy.

Florida, property reference number(s) 19-2S-31-3202-001-001

I hereby designate Wiley C. "Buddy" Page for the sole purpose of completing this application and making a presentation to the:

- Planning Board 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

Richard F. Beck
Signature of Property Owner

Richard F. Beck
Printed Name of Property Owner

2/26/14
Date

[Signature]
Signature of Property Owner

Vickie L. Beck
Printed Name of Property Owner

2/26/14
Date

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 26th day of February 20 14 by _____

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

[Signature]
Signature of Notary

PATTY H. DAVIS
Printed Name of Notary

(Notary Seal)



PATTY H. DAVIS
MY COMMISSION # EE 099005
EXPIRES: September 12, 2015
Bonded Thru Budget Notary Services

RECORD : \$ 10.50
STATE STAMPS: \$630.00
TOTAL : \$640.50
Our File : REL-719

PREPARED BY:
Thomas G. Van Matre, Jr.
✓ Taylor & Van Matre, P.A.
4300 Bayou Blvd./Suite 16
Pensacola, FL 32503
(904) 474-1030

P.O. Box 849
Lillian, Alabama 36549
Grantees' Address

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DEED DOC STAMPS PD @ ESC CO \$ 630.00
02/27/98 ERNIE LEE WRENCH, CLERK
By: *J. Van Matre*

KNOW ALL MEN BY THESE PRESENTS: That ROBERT E. BOOTHE, SR., and EMILY C. BOOTHE, husband and wife, Grantors, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt of which is hereby acknowledged have bargained, sold, conveyed, and granted unto RICHARD F. BECK and VICKIE L. BECK, husband and wife, Grantees, Grantees' heirs, executors, administrators, and assigns, forever, the following described real property, situate, lying, and being in the County of Escambia, State of Florida, to-wit:

Commencing at the N.W. corner of Section 19, (also being the N.E. corner of Section 18), T-2-S, R-31-W, Escambia County, Florida; thence S 01°10'56" W. along the West line of Section 19 for 1331.99'; thence S. 88°49'15" E. for 23.04' to the Southeasterly right-of-way line of Blue Angel Parkway (S.R. #297, R/W varies) and point of beginning; thence continue S. 88°49'15" E. for a distance of 638.81' to a concrete monument; thence S. 01°08'58" W. for 525.67' to a concrete monument; thence N. 88°51'56" W. for 662.15' to a concrete monument on the West line of Section 19; thence N. 01°10'56" E. along the West line of said Section 19 for 426.19' to a concrete monument); thence N. 88°49'57" W. for 50.00'; thence N. 01°10'56" E. for 26.98' to a concrete monument on the Southeasterly R/W line of said S.R. #297; thence Northeasterly along said R/W line being on a curve concave to the Northwest having a radius of 5110.85', a chord bearing N. 46°22'13" E. and chord distance 70.48' for a arc distance of 70.49' to an iron rod and cap on the intersection of the West line of said Section 19; thence continue along said R/W line having a chord bearing N. 45°47'18" E. and a chord distance of 32.81' for an arc distance of 32.81' to the P.O.B.

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas, and mineral reservations of record.

Said Grantors do fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals
the 26TH day of February, 1998.

WITNESSES:

[Signature]
Thomas G. Van Matre, Jr.
PRINT NAME

Robert E. Boothe Sr (SEAL)
ROBERT E. BOOTHE, SR.
Address: 3979 Point Road
Mobile, AL 36619

[Signature]
STEPHEN B. SHELL
PRINT NAME

[Signature]
Thomas G. Van Matre, Jr.
PRINT NAME

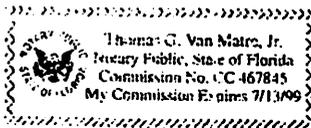
Emily C. Boothe (SEAL)
EMILY C. BOOTHE
Address: 3979 Point Road
Mobile, AL 36619

[Signature]
STEPHEN B. SHELL
PRINT NAME

STATE OF FLORIDA
COUNTY OF ESCAMBIA

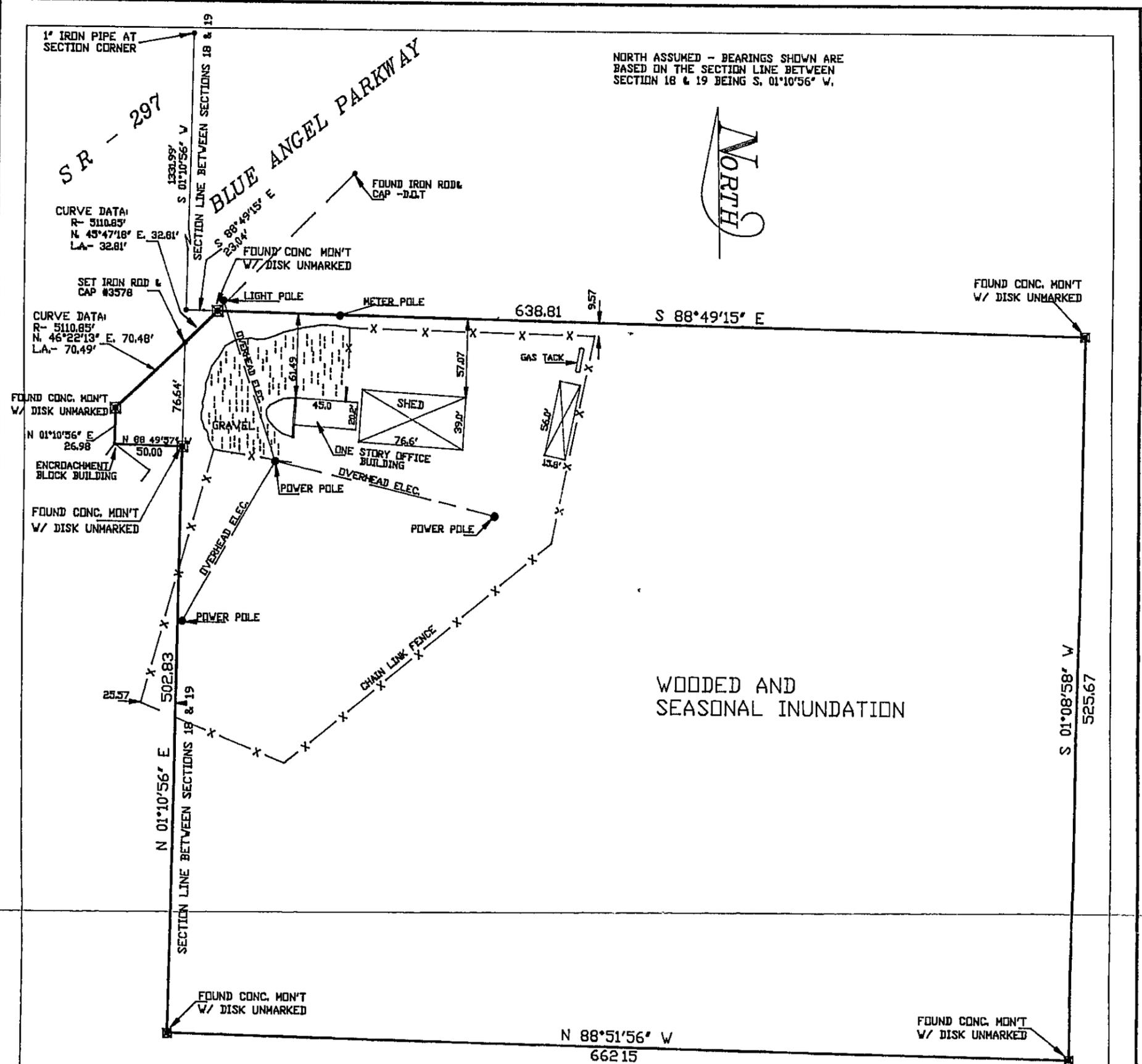
The foregoing instrument was acknowledged before me this 26TH
day of February, 1998, by ROBERT E. BOOTHE, SR., and EMILY C.
BOOTHE, who are personally known to me or who have produced
DRIVERS LIC. as identification.

[Signature]
NOTARY PUBLIC



RCD Feb 27, 1998 03:27 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 98-461265



LEGAL DESCRIPTION: (AS SURVEYED)

COMMENCING AT THE N.W. CORNER OF SECTION 19, (ALSO BEING THE N.E. CORNER OF SECTION 18), T-2-S, R-31-W, ESCAMBIA COUNTY, FLORIDA; THENCE S. 01°10'56" W, ALONG THE WEST LINE OF SECTION 19 FOR 1331.99'; THENCE S. 88°49'15" E, FOR 23.04' TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BLUE ANGEL PARKWAY (S.R. #297, R/W VARIES) AND POINT OF BEGINNING; THENCE CONTINUE S. 88°49'15" E, FOR A DISTANCE OF 638.81' TO A CONCRETE MONUMENT; THENCE S. 01°08'58" W, FOR 525.67' TO A CONCRETE MONUMENT; THENCE N. 88°51'56" W, FOR 662.15' TO A CONCRETE MONUMENT ON THE WEST LINE OF SECTION 19; THENCE N. 01°10'56" E, ALONG THE WEST LINE OF SAID SECTION 19 FOR 426.19' TO A CONCRETE MONUMENT; THENCE N. 88°49'57" W, FOR 50.00'; THENCE NORTHEASTERLY ALONG SAID R/W LINE BEING ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 5110.85', A CHORD BEARING N. 46°22'13" E, AND CHORD DISTANCE 70.48' FOR A ARC DISTANCE OF 70.49' TO AN IRON ROD AND CAP ON THE INTERSECTION OF THE WEST LINE OF SAID SECTION 19; THENCE CONTINUE ALONG SAID R/W LINE HAVE A CHORD BEARING N. 45°47'18" E, AND A CHORD DISTANCE OF 32.81' FOR A ARC DISTANCE OF 32.81' TO THE P.O.B.

NOTE: THIS SURVEY WAS PREPARED FOR THE CLIENT AND PURPOSE AS SHOWN USAGE FOR ANY OTHER PURPOSE REPRODUCTIONS - IN WHOLE OR IN PART, SHALL NOT BE MADE WITHOUT THE EXPLICIT WRITTEN PERMISSION OF THE SURVEYOR.

	V.G. SCHUMER R.L.S. 280 JEFFERY LANE PENSACOLA FLORIDA 32514	PHONE (804) 478-0088 1-800-384-0088
WHEN YOU WANT EXPERIENCE & HONESTY	SPECIALIZING IN RURAL SURVEYING & SUBDIVISION LAYOUT	
SCHUMER'S PROFESSIONAL SURVEYING INC. L.B. # 6471		
SEC. 18&19 TWP-2-S RGE-31-W RECORDED IN BOOK 2 P		
REF. SOURCE: OLD SURVEY BY OTHERS, STATE R/W MAP		
LEGAL DESCRIPTION AS FURNISHED BY CLIENT. - FENCES AND ENCROACHMENTS ARE SHOWN OR NOTED. - NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAYS AND OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN. - NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. - NO ATTEMP HAS BEEN MADE BY THIS SURVEYOR OR FIRM TO CONDUCT A TITLE RECORDS SEARCH FOR THIS SITE OR THE ADJOINING PROPERTY - ALL MEASUREMENTS AND/OR ELEVATIONS WERE MADE IN ACCORDANCE TO UNITED STATES STANDARDS AND/OR UNITED STATES COAST AND GEODETIC DATUM. - DISTANCES ARE IN FEET, TENTHS OF A FOOT, AND HUNDRETHS. THIS SURVEY IS NOT VALID UNLESS STAMPED WITH AN EMBOSSED SEAL.		
TYPE SURVEY: BOUNDARY W/ IMPROVEMENTS	I HEREBY CERTIFY THAT THE SURVEY HEREON TO BE TRUE AND CORRECT AND MEETING CHAPTER 61 G17.6 F.A.C. AND FLORIDA STATUTES 472 AS SET BY THE BOARD OF LAND SURVEYORS TO THE BEST OF MY KNOWLEDGE AND BELIEF.	
FOR: VICKIE BECK	 VICTOR G. SCHUMER REGISTERED SURVEYOR #3378, STATE OF FL.	
SCALE 1" = 80.0' JOB # 97F-407 DWN VIC	DATE 12-11-97 F.B. P.	FIELD DATE 12-10-97 REV. REV.

THIS IS TO CERTIFY TO - RICHARD F AND VICKIE BECK - TAYLOR & VAN HATRE, P.A. - AMERICAN PIONEER-TITLE INSURANCE Co THAT THE SURVEY SHOWN HEREON IS TRUE AND CORRECT AND MEETING F.A.C. CHAPTER 61 G17.6 AS SET BY THE BOARD OF LAND SURVEYORS TO THE BEST OF KNOWLEDGE AND BELIEF.

VICTOR G. SCHUMER
 FLORIDA REGISTERED SURVEYOR #3378

BECK RICHARD F &
3900 TUNGOIL RD
MCDAVID, FL 32568

GGH 17 LLC
18305 BISCAYNE BLVD STE 400
AVENTURA, FL 33160

JENKINS TIMBER PROPERTIES LLC
PO BOX 14
150 DOC HENRY RD
WOODY CREEK, CO 81656

LE LINH
4772 MALLARD CREEK RD
PENSACOLA, FL 32526

DOPP LAURA NICHOLE
1204 N BLUE ANGEL PKWY
PENSACOLA, FL 32506

JOHNSON DELLA ELIZABETH LIFE EST
1181 N BLUE ANGEL PKY
PENSACOLA, FL 32506

GOEL VINOD KUMAR
304 KEYBRIDGE DR
MORRISVILLE, NC 27560

LINH LE
4772 MALLARD CREEK
PENSACOLA, FL 32526

CANNADA CLARENCE J 1/6 INT&
6530 N PALAFOX ST LOT 26
PENSACOLA, FL 32503-7474

HICKS VERA
4604 EASTERN ST
NEW ORLEANS, LA 70122

BROUGHTON CARRIE EST OF
C/O BROUGHTON
4007 ERIKA CT
PENSACOLA, FL 32526

CLAIBORNE HERBERT MYRTLE
4604 EASTERN ST
NEW ORLEANS, LA 70122

WRIGHT CARRIE EST OF
C/O ANGELA BELL
10269 W DUBLIN DR+FORNEY, TX
75126-7932

TUCKER OLIVER &
C/O DAN TUCKER
2953 DA VINCI BLVD
DECATUR, GA 30034

RESURRECTION BAPTIST CHURCH INC
1041 BLUE ANGEL PKWY
PENSACOLA, FL 32506

RUFUS ELIJAH J JR & RUFUS
C/O JESSIE M BELL
PO BOX 28725+JACKSONVILLE, FL
32226

WILLIS F LOWE EST OF
12123 LONGWOOD DR
PENSACOLA, FL 32507

GAMBALA C J & G T 1/3 INT
292 CORRYDALE DR
PENSACOLA, FL 32506

ELERY GEORGE A & GLADYS D
1721 FIREMAN DR
PENSACOLA, FL 32505

PALAGANAS JOSEFINA T
7535 SANDY CREEK DR
PENSACOLA, FL 32506

AGUADA RODULFO R & CARMEN F
7903 RIVER OTTER WAY
ELK GROVE, CA 95758

ETHEREDGE LEAVIE W & NELDA RAE
TRUSTEES
3425 EDINBURGH DR
PACE, FL 32571

GULF STATES
6450 ATLANTA HWY
MONTGOMERY, AL 36117

SEVENTH DAY
6450 ATLANTA HWY
MONTGOMERY, AL 36117

ATKINS ANNA LYONS
9-343
4600 MOBILE HWY STE 9+PENSACOLA,
FL 32506

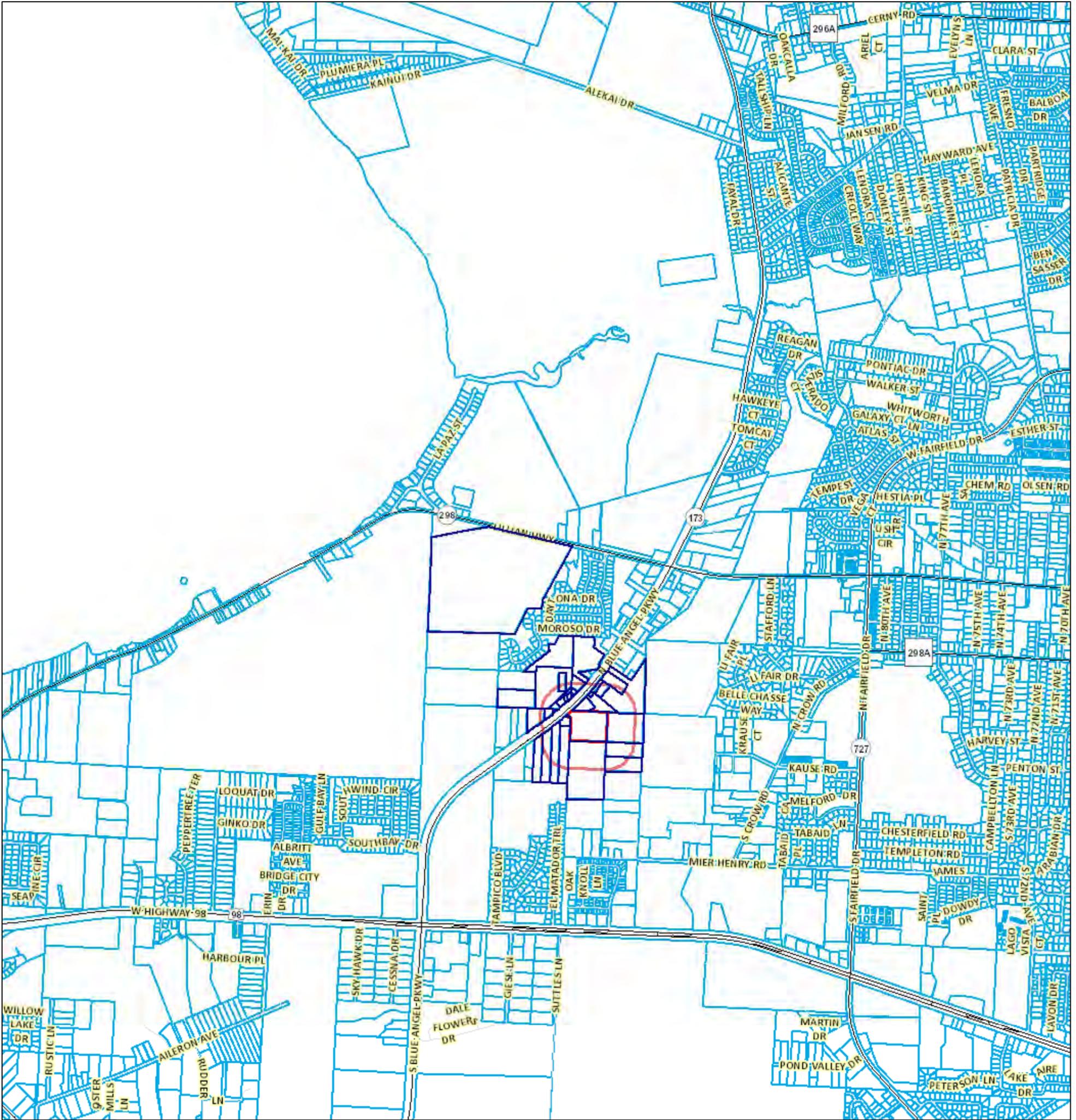
LAZARO ERNESTO G &
7561 KESTREL DR
JACKSONVILLE, FL 32222

ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

OLIVER ALBERTA E
7699 CHARTER OAKS DR
PENSACOLA, FL 32514

STRUCK JAMES W &
845 MIRAMAR DR
PENSACOLA, FL 32506

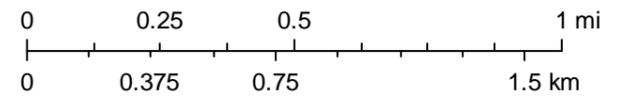
Chris Jones Escambia County Property Appraiser



March 12, 2014

1:21,268

- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- ⋮ Property Line





**Development Services Department
Building Inspections Division**

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

RECEIPT

Receipt No. : **601394**

Date Issued. : 03/07/2014

Cashier ID : GELAWREN

Application No. : PRZ140300008

Project Name : Z-2014-07

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	1466	\$1,270.50	App ID : PRZ140300008
		\$1,270.50	Total Check

Received From : RICHARD BECK

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

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ140300008	693272	1,270.50	\$0.00	1100 BLUE ANGEL PKWY, PENSACOLA, FL, 32506

Total Amount :	1,270.50	\$0.00	Balance Due on this/these Application(s) as of 3/7/2014
-----------------------	-----------------	---------------	---



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4-1

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: 2014-07

OR

Agenda Item Number/Description:

In Favor Against

*Name: BUDDY PAGE

*Address: 5337 Hamilton *City, State, Zip: Pace, FL

Email Address: budpage1@att.net Phone: 232 9853

Please indicate if you:

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

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

All items with an asterisk * are required.

Chamber Rules

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



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4-1-14

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2014-07 OR

Agenda Item Number/Description:

 In Favor Against

*Name: Fredrick Briggs (Husband of Laura Briggs)

*Address: 1204 N. Blue Angel City, State, Zip: Pensacola FL 32506

Email Address: volkvaeder@hotmail.com Phone: 485-2804

Please indicate if you:

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

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

All items with an asterisk * are required.

Chamber Rules

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5935

Growth Management Report 12. 2.

BCC Regular Meeting

Public Hearing

Meeting Date: 04/29/2014

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 March 4, 2014 and April 1, 2014 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning cases Z-2014-05, Z-2014-06 and Z-2014-07 were heard by the Planning Board on March 4, 2014 and April 1, 2014. 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 RZ

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-2014-05
Address: 6841 Kemp Road
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

Case No.: Z-2014-06
Address: 6521 Rambler Terrace
Property Reference No.: 39-1S-30-1114-000-000
Property Size: 1.03 (+/-) acres
From: R-5, Urban Residential/Limited Office District, (cumulative) High Density, (20 du/acre)
To: ID-1, Light Industrial District (cumulative) (No Residential Uses Allowed)
FLU Category: MU-U, Mixed-Use Urban

Case No.: Z-2014-07
Address: 1100 N. Blue Angel Parkway
Property Reference No.: 19-2S-31-3202-001-001
Property Size: 8.20 (+/-) acres
From: R-3, One-Family and Two-Family District,
(cumulative) Medium Density (10 du/acre);
SDD, Special Development District,
(noncumulative) Low Density (3 du/acre)
To: C-2NA, General Commercial and Light
Manufacturing District, (cumulative) Bars,
Nightclubs, and Adult Entertainment are
Prohibited Uses (25 du/acre)
FLU Category: MU-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-5936

Growth Management Report 12.3.

BCC Regular Meeting

Public Hearing

Meeting Date: 04/29/2014

Issue: 5:46 p.m. - A Public Hearing - LSA-2014-02 100 Blk Isaacs Lane

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map for LSA-2014-02

That the Board of County Commissioners (BCC) approve for transmittal to the Department of Economic Opportunity, the Large Scale Amendment (LSA) 2014-02.

At the April 1, 2014, Planning Board Meeting, the Board recommended approval to the BCC.

BACKGROUND:

The agent requests a Future Land Use (FLU) map amendment to change the FLU category of a 93.01 (+/-) acres parcel from Mixed-Use Suburban FLU to Industrial FLU. The zoning designation for the referenced parcel is VAG-2, Village Agriculture District (non-cumulative). The applicant is aware that the current zoning and proposed FLU are not compatible. The applicant plans on submitting a rezoning request at a later time for FLU and Zoning compatibility. The applicant understands that a rezoning approval will be necessary to make the FLU compatible.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Ryan Ross, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the Future Land Use Map and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance1A

Exhibit A - Boundary Survey

Staff Analysis

Maps

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: _____

Date: _____

Date requested back by: _____

Requested by: _____

Phone Number: _____



(LEGAL USE ONLY)

Legal Review by _____

Date Received: _____

_____ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2014-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 34, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 2101-000-001, TOTALING 93.01 ACRES, LOCATED OFF 100 BLOCK OF ISAAC'S LANE SOUTH OF INTERSTATE 10 AND NORTH OF NINE MILE ROAD, FROM MIXED USE-SUBURBAN (MU-S) TO INDUSTRIAL (I); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

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

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

1 **Section 1. Purpose and Intent**

2
3 This Ordinance is enacted to carry out the purpose and intent of, and exercise the
4 authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215,
5 Florida Statutes.
6

7
8 **Section 2. Title of Comprehensive Plan Amendment**

9
10 This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment
11 2014-02."
12

13
14 **Section 3. Changes to the 2030 Future Land Use Map**

15
16 The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the
17 Escambia County Code of Ordinances, the Escambia County Comprehensive Plan:
18 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all
19 notations, references and information shown thereon, is further amended to include the
20 following future land use change:
21

22 Parcel identification number 34-1N-31-2101-000-001, totaling 93.01 acres,
23 as more particularly described by Merrill Parker Shaw, Inc., Professional
24 Engineering & Surveying Services, in the boundary survey dated March
25 26, 2007, attached as Exhibit A, from Mixed-Use Suburban (MU-S) to
26 Industrial (I).
27

28
29 **Section 4. Severability**

30
31 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
32 unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect
33 the validity of the remaining portions of this Ordinance.
34

35
36 **Section 5. Inclusion in the Code**

37
38 It is the intention of the Board of County Commissioners that the provisions of this
39 Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that
40 the sections, subsections and other provisions of this Ordinance may be renumbered or
41 relettered and the word "ordinance" may be changed to "section," "article," or such other
42 appropriate word or phrase in order to accomplish such intentions.
43
44
45

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this _____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:

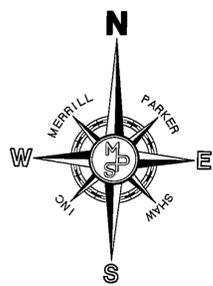
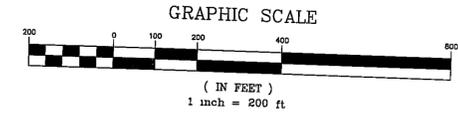
FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOUNDARY SURVEY

A PORTION OF SECTION 34, TOWNSHIP-1-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.



ACREAGE SUMMARY
 TOTAL WETLANDS = 26.03
 TOTAL UPLANDS = 66.98
 TOTAL ACREAGE = 93.01 ACRES

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 09°12'27" W	28.42'	L82	S 18°51'01" W	57.41'
L2	S 36°16'15" W	46.60'	L83	S 20°58'04" W	53.60'
L3	N 82°13'47" W	57.18'	L84	S 59°44'14" W	53.79'
L4	N 59°21'58" W	42.50'	L85	S 15°03'38" E	49.29'
L5	S 46°27'24" W	44.03'	L86	S 33°28'28" W	85.15'
L6	N 85°24'46" W	59.19'	L87	S 13°48'43" W	59.13'
L7	S 44°05'17" W	44.40'	L88	S 30°28'28" W	49.37'
L8	S 22°01'30" W	46.12'	L89	S 17°38'24" W	77.32'
L9	S 30°16'22" W	48.12'	L90	S 12°28'59" W	47.01'
L10	S 64°40'29" W	84.86'	L91	S 47°57'43" W	73.09'
L11	N 87°47'11" W	47.10'	L92	S 36°28'45" W	80.95'
L12	S 75°32'39" W	58.10'	L93	S 48°59'45" W	47.98'
L13	S 62°53'07" W	84.00'	L94	S 12°28'59" W	50.88'
L14	S 84°49'23" W	57.83'	L95	S 56°10'27" W	50.88'
L15	S 50°24'27" W	61.19'	L96	S 59°36'34" W	98.05'
L16	S 07°15'58" W	64.83'	L97	S 49°10'17" W	84.06'
L17	S 35°47'14" W	63.80'	L98	S 24°40'57" W	84.81'
L18	S 28°33'49" W	56.14'	L99	S 01°57'08" W	70.94'
L19	S 40°58'32" W	59.12'	L100	S 53°27'59" E	94.03'
L20	S 01°34'29" E	47.87'	L101	S 58°04'41" E	51.24'
L21	S 18°19'33" W	59.98'	L102	S 29°17'36" E	49.54'
L22	S 53°53'11" W	101.69'	L103	N 40°09'08" E	51.24'
L23	S 39°21'20" W	87.50'	L104	N 68°03'04" E	45.72'
L24	S 47°42'41" W	49.43'	L105	N 29°27'17" E	88.88'
L25	S 78°01'05" W	77.17'	L106	N 66°11'34" E	82.41'
L26	S 73°39'28" W	74.86'	L107	N 43°14'37" E	34.94'
L27	S 43°28'06" W	88.56'	L108	N 33°49'47" E	30.41'
L28	S 12°19'25" W	69.00'	L109	N 34°04'15" E	45.70'
L29	N 85°31'23" W	89.00'	L110	N 47°15'01" E	71.07'
L30	S 00°33'55" W	11.28'	L111	N 76°05'13" E	38.84'
L31	S 70°36'04" E	8.36'	L112	N 57°21'20" E	38.27'
L32	S 80°33'59" E	52.08'	L113	N 24°30'15" E	43.55'
L33	N 07°43'51" E	52.08'	L114	N 84°59'09" E	46.29'
L34	N 71°12'58" E	78.46'	L115	N 85°10'25" E	49.13'
L35	N 72°33'28" E	59.93'	L116	N 69°49'27" E	64.80'
L36	N 80°18'00" E	86.63'	L117	N 70°38'20" E	28.82'
L37	N 57°20'53" E	39.98'	L118	N 80°09'46" E	51.13'
L38	S 43°47'24" E	38.19'	L119	N 72°55'04" W	24.37'
L39	N 52°53'18" E	44.70'	L120	N 80°09'46" E	51.13'
L40	N 18°03'42" E	86.50'	L121	S 72°55'04" W	24.37'
L41	N 71°08'29" E	63.75'	L122	S 72°55'04" W	24.37'
L42	N 38°08'44" E	58.18'	L123	S 72°55'04" W	24.37'
L43	N 48°56'21" E	64.00'	L124	S 07°04'22" W	42.28'
L44	N 50°01'40" E	43.31'	L125	S 26°14'24" W	82.29'
L45	N 09°38'24" E	41.79'	L126	S 33°12'02" E	84.65'
L46	N 32°58'12" E	47.91'	L127	S 24°05'35" W	64.07'
L47	S 88°00'41" E	67.14'	L128	S 65°51'08" W	29.23'
L48	S 89°50'31" E	33.93'	L129	S 72°38'43" W	21.12'
L49	S 47°00'36" E	65.35'	L130	S 64°45'48" W	38.88'
L50	N 68°37'41" E	37.05'	L131	S 48°57'29" E	72.57'
L51	S 64°48'18" E	47.88'	L132	S 89°40'59" E	25.89'
L52	S 38°15'42" E	58.17'	L133	S 39°06'56" E	22.29'
L53	S 47°29'23" E	58.17'	L134	N 60°09'09" E	24.17'
L54	S 61°08'37" E	54.49'	L135	N 60°09'09" E	24.17'
L55	S 63°58'07" E	61.25'	L136	N 27°00'50" E	55.48'
L56	S 51°33'35" E	55.19'	L137	N 63°07'09" E	27.74'
L57	S 50°30'38" E	69.06'	L138	N 01°55'02" E	26.82'
L58	S 09°01'02" W	43.35'	L139	N 00°22'51" E	22.32'
L59	S 02°37'19" W	48.91'	L140	N 37°24'14" E	40.28'
L60	S 38°13'54" W	67.19'	L141	N 42°41'23" E	32.77'
L61	S 24°08'34" E	59.94'	L142	N 29°36'48" E	36.50'
			L143	N 30°37'28" E	6.45'

DESCRIPTION: (AS FURNISHED)

All of that portion of the following described property lying Southerly of Interstate 10 right-of-way the N 1/2 of the NW 1/4, the NW 1/4 of the SW 1/4 and the SW 1/4 of the NW 1/4, all being in Section 34, Township 1 North, Range 31 West, Escambia County, Florida. LESS AND EXCEPT Road right-of-way for State Road 99 as recorded in O.R. Book 492, Page 764, Public Records of Escambia County, Florida

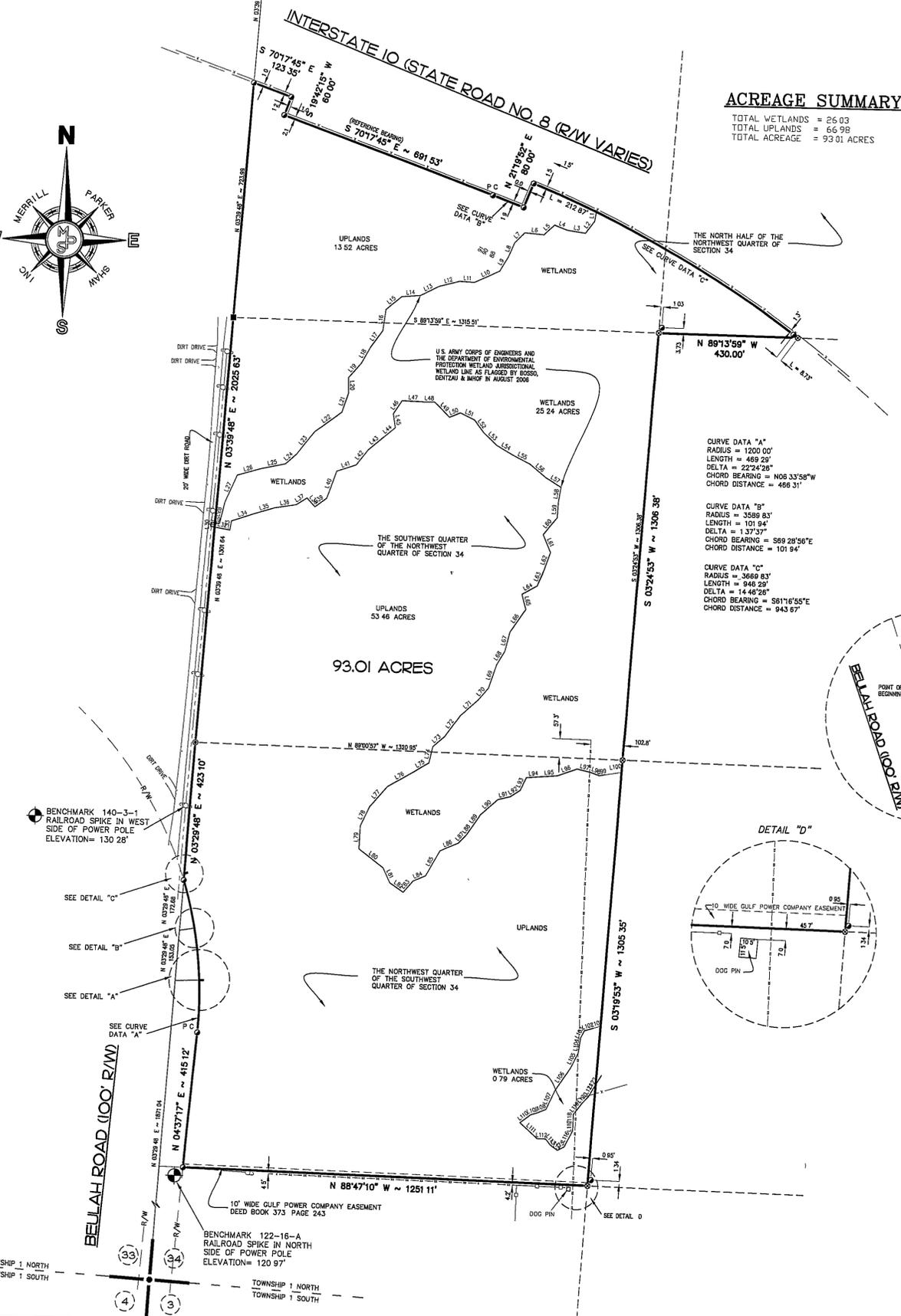
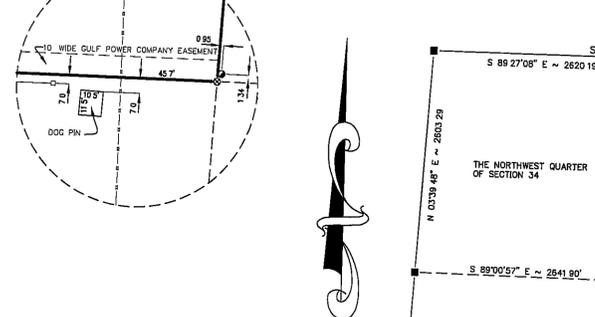
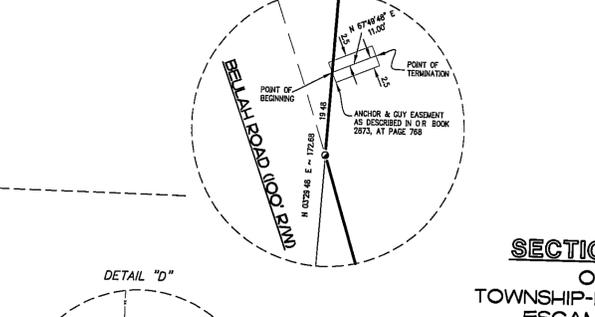
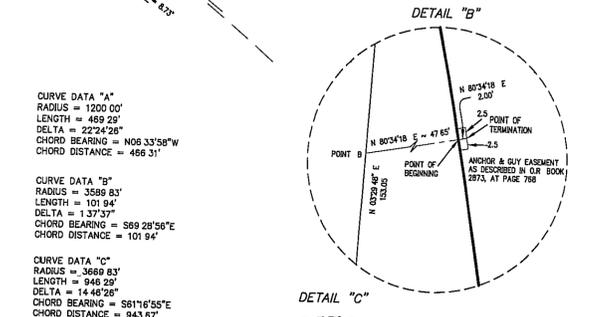
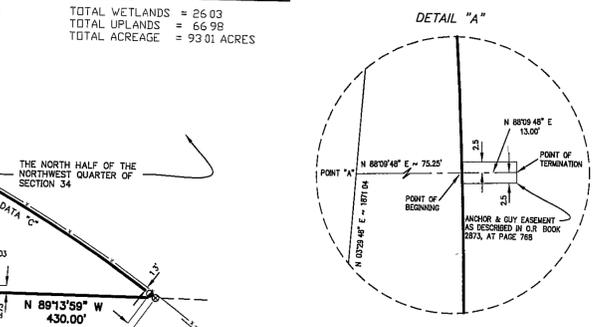
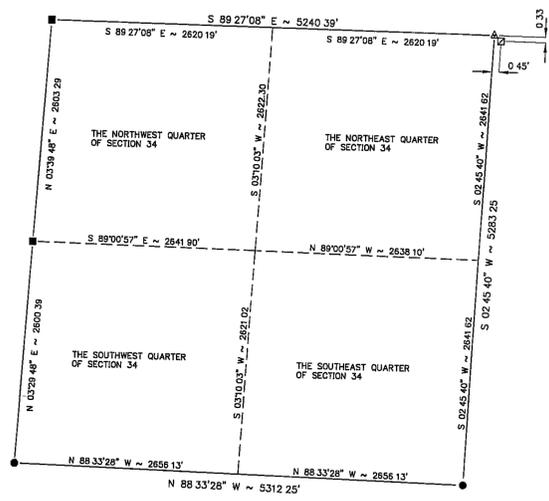
SURVEYOR'S NOTES.

- THE NORTH ARROW AND BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 70 DEGREES 17 MINUTES 45 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 10 (STATE ROAD NO 8)
- SOURCE OF INFORMATION: THE DESCRIPTION AS FURNISHED BY CLIENT AND EXISTING FIELD MONUMENTATION
- NO TITLE SEARCH WAS PERFORMED BY OR FURNISHED TO MERRILL PARKER SHAW, INC. FOR THE SUBJECT PROPERTY THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, RIGHTS-OF-WAY, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE SUBJECT PROPERTY
- ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED UNDERGROUND VERIFIED, UNLESS OTHERWISE NOTED
- THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP
- THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HEREON WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS
- FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST
- THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK STAMPED "10 W 8" HAVING A PUBLISHED ELEVATION OF 116.07 FEET
- THE UTILITIES AS SHOWN HEREON INDICATE VISIBLE LOCATION ONLY, THERE MAY BE OTHER UNDER GROUND UTILITIES THAT HAVE NOT BEEN LOCATED OR VERIFIED. IT IS THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE RESPECTABLE UTILITY SPOTTERS PRIOR TO THE COMMENCEMENT TO WORK ON ANY UNDERGROUND UTILITIES

LEGEND:

- 4" x 4" CONCRETE MONUMENT, MARKED "ST REGIS" (FOUND)
- 1/2" CAPPED IRON ROD, NUMBER 7174 (SET)
- 3" ROUND CONCRETE MONUMENT, (FOUND)
- 1/2" PLAIN IRON ROD, UNNUMBERED (FOUND)
- 1/2" CAPPED IRON ROD, NUMBER 7312 (FOUND)
- 4" x 4" PLAIN CONCRETE MONUMENT, (FOUND)
- RAILROAD SPIKE, UNNUMBERED (FOUND)
- R/W ~ RIGHT OF WAY
- P.C. ~ POINT OF CURVATURE
- (F) ~ FIELD MEASUREMENT/INFORMATION
- (D) ~ DEED / INFORMATION
- 4" HIGH CHAIN LINK FENCE
- 6" HIGH WOOD BOARD FENCE
- 4" HIGH WIRE FENCE
- OVERHEAD UTILITY LINES
- INDICATES NOT TO SCALE
- UTILITY POLE
- ELEV ~ ELEVATION
- B.M. ~ BENCHMARK
- S ~ CONTOUR LINE
- BENCHMARK IN VICINITY

**SECTIONAL BREAK-DOWN
OF SECTION 34,
TOWNSHIP-1-NORTH, RANGE-31-WEST,
ESCAMBIA COUNTY, FLORIDA.**



COPYRIGHT © 2005 BY MERRILL PARKER SHAW, INC.
 E. WAYNE PARKER, P.L.S. NO. 3683, CORPORATE NO. 7174, STATE OF FLORIDA
MERRILL PARKER SHAW, INC.
 PROFESSIONAL ENGINEERING & SURVEYING SERVICES
 4928 N. DAVIS HWY. PENSACOLA, FL. 32503
 PH: (850) 478-4828
 FAX: (850) 478-4824
 FLORIDA CORPORATION NUMBER 7174
 DRAWN: WPJ
 CHECKED: WPJ
 DATE: 3/26/07
 FIELD BOOK: 122, PAGE 11-17
 SCALE: 1" = 200'
 FIELD DATE: 9/27/06
 REQUESTED BY: RICKY WIGGINS
 PREPARED FOR: GARRETT WALTON
 BOUNDARY SURVEY
 A PORTION OF SECTION 34,
 TOWNSHIP-1-NORTH, RANGE-31-WEST,
 ESCAMBIA COUNTY, FLORIDA.
 JOB NO: 3055
 SHEET: 1 OF 1

CERTIFIED TO:

THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 61G17-6, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES

MERRILL PARKER SHAW, INC.
 4928 N. DAVIS HIGHWAY, PENSACOLA, FL. 32503
E. Wayne Parker 3/29/07
 E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
 REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174
 STATE OF FLORIDA

Comprehensive Plan Amendment Staff Analysis

General Data

Project Name: LSA 2014-02 – Briar Ridge LLC
Location: 100 Block Isaacs Lane
Parcel #s: 34-1N-31-2101-000-001
Acreage: 93.01 (+/-) acres
Request: From Mixed-Use Suburban (MU-S) to Industrial (I)
Agent: Wiley C. “Buddy” Page, Agent for Bolley L. Johnson

Meeting Dates: Planning Board April 1, 2014
BCC April 29, 2014

Summary of Proposed Amendment:

The agent requests a Future Land Use (FLU) map amendment to change the FLU category of a 93.01 (+/-) acres parcel from Mixed-Use Suburban FLU to Industrial FLU. The zoning designation for the referenced parcel is VAG-2, Village Agriculture District (non-cumulative). The applicant is aware that the current zoning and proposed FLU are not compatible. The applicant plans on submitting a rezoning request at a later time for FLU and Zoning compatibility. The applicant understands that a rezoning approval will be necessary to make the FLU compatible.

The subject parcel can be accessed along Isaacs Lane and Beulah Road. It is located north of SR 10 (US 90A)/West Nine Mile Road and south of Interstate 10. The property is surrounded by heavy vegetation to the north and to the east. Residential homes are located adjacent to the south and across Isaacs lane to the west.

The applicant has indicated that the proposed activity will be for the development of large buildings to facilitate anticipated demand for such space from the growing aviation economic sector.

Land Use Impacts:

Under Comprehensive Plan FLU Policy 1.3.1, Future Land Use categories descriptions, the current Mixed-Use Suburban (MU-S) FLU is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Specific allowable uses include residential, retail and services, professional office, recreational facilities, public and civic. The Mixed-Use Suburban FLU does not have any industrial uses allowed and there are no designated intensities for the category.

Staff Analysis: The allowable uses under the proposed Industrial FLU category are intended for an intense mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents. If the Large Scale Amendment is approved, there will be no residential densities allowed. The Industrial FLU allows for a maximum intensity of 1.0 floor area ratio (FAR).

A rezoning must be established at a later time for a FLU and Zoning compatibility. The applicant understands that a rezoning approval will be necessary to make the FLU compatible. Any proposed improvements within the parcel will be further evaluated during the Site Plan Review process for overall concurrency. No formal projects have been submitted at this time.

Infrastructure Availability:

FLU 1.5.3 New Development and Redevelopment in Built Areas

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

FLU 2.1.1 Infrastructure Capacities

Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

GOAL CMS 1 Concurrency Management System

Escambia County shall adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development.

OBJ CMS 1.1 Level of Service Standards

Ensure that Escambia County's adopted Level of Service (LOS) standards for roadways, mass transit, potable water, wastewater, solid waste, stormwater, public schools and recreation will be maintained.

CMS 1.2.1 Concurrency Determination.

The test for concurrency shall be met and the determination of concurrency shall be made prior to the approval of an application for a development order or permit that

contains a specific plan for development, including the densities and intensities of the proposed development. If an applicant fails concurrency, he/she may apply to satisfy the requirements of the concurrency management system through the proportionate fair share program. For applicants participating in the proportionate fair share program, the BCC must approve a proportionate fair share agreement before a certificate of concurrency can be issued. A multi-use Development of Regional Impact (DRI) may satisfy the transportation concurrency requirements of the concurrency management system and of Section 380.06, Florida Statutes, by payment of a proportionate share contribution in accordance with the terms of Section 163.3180(12), Florida Statutes.

CON 1.2.3 Industrial Use Impacts. *Industrial land uses shall minimize their negative impacts on air quality. When incompatible with neighboring or proximate residential, conservation, or environmentally sensitive areas, industrial land uses shall be directed to alternative sites where their impacts are minimized.*

Potable Water

The agent's application packet contains a letter from the Emerald Coast Utility Authority, stating that potable water service is available in the area of the proposed amendment. The applicant stated in the narrative that current consultation with ECUA is in progress, in order to coordinate site and system improvements and potential update requirements.

Staff Analysis: Emerald Coast Utilities Authority (ECUA) standard for non-residential uses, the LOS requirements shall be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Once the project is submitted and in coordination with ECUA, all of the LOS standards will be evaluated, during the Site Plan Review process.

Sanitary Sewer The applicant stated in their analysis that ECUA has available capacity to provide sanitary sewer service to the site. The agent is currently coordinating with ECUA on system requirements and potential upgrades.

Staff Analysis: The adopted level of service standards for sanitary sewer established in Comprehensive Plan Policy INF 1.1.9 states that the LOS requirements shall be based upon an equivalent residential connection calculated by the provider. The applicant must coordinate with the local provider to ensure capacity is available for the project. Once the project is submitted, all of the LOS will have to be achieved and the project will be further evaluated during the Site Plan Review process.

Solid Waste Disposal

The agent stated that the proposed project will use ECUA for solid waste disposal.

Staff Analysis: As established in Comprehensive Plan policy INF 2.1.4, the adopted LOS standard for solid waste disposal in the county is six pounds per capita per day. The Perdido Landfill current build-out of the 424-acre landfill facility is 74 acres. Based

on population growth projections and estimated annual Class 1 municipal solid waste (MSW) received, the estimated remaining life of the landfill is 70 years. Once the project is submitted, all of the LOS will be evaluated during the Site Plan Review process.

Stormwater Management

Comprehensive Plan Policy INF 3.1.9 establishes the following minimum level of service standards for drainage:

- a. The post development run-off rate shall not exceed the pre-development run-off rate for a 25-year storm event, up to and including an event with greatest intensity. However, the County Engineer may reduce detention/retention storage requirements for developments that provide a direct discharge of treated stormwater to the Gulf of Mexico, Escambia Bay, Pensacola Bay, or Perdido Bay.*
- b. Compliance with environmental resource permitting and other stormwater design and performance standards of the Florida Department of Environmental Protection and Northwest Florida Water Management District as prescribed in the Florida Administrative Code.*
- c. The contribution of the new development to any existing, functioning area-wide drainage system shall not degrade the ability of the area-wide system to adequately retain/detain/store and control stormwater run-off.*
- d. The design and construction for all major channels of stormwater systems under arterial and collector roads shall be predicated upon, and designed to control stormwater from, at least a 100-year storm event.*

The agent stated that at time of application, storm water management plans will be submitted for concurrency evaluation.

Staff Analysis: The applicant must ensure that all of the required State and Federal agencies are contacted and that the required permits are obtained. The presence of sensitive lands on site may require a more in-depth assessment by the agencies involved. The County stormwater engineer will evaluate the proposed project to ensure all of the stormwater management standards are met. Once the project is formally submitted, all of the LOS will be evaluated during the site plan review process.

Traffic Concurrency

*Under Comp Plan CMS 1.1.2 **Primary Tasks.** The County Administrator, or designee, shall be responsible for the five primary tasks described below:*

- a. Maintaining an inventory of existing public facilities and capacities or deficiencies;*
- b. Determining concurrency of proposed development that does not require BCC approval;*
- c. Providing advisory concurrency assessments and recommending conditions of approval to the BCC for those applications for development orders that require BCC approval;*
- d. Reporting the status of all public facilities covered under this system to the BCC and recommending a schedule of improvements for those public facilities found to have*

existing deficiencies; and

e. Administering the Proportionate Fair Share Program as outlined in the Land Development Code (LDC) and the Escambia County Concurrency Management System Procedure Manual, if the County CMS-1 and an applicant choose to utilize this program to mitigate transportation impacts on transportation facilities found to have deficient capacity during the process of testing for concurrency.

The application documents state that the proposed development will not degrade Beulah Road which is a 100' wide collector County maintained roadway. Given that the site has much of its developable portions in the middle and southerly areas, ingress and egress will likely be directly onto Beulah Road near the most southwestern corner of the site.

Staff Analysis: The anticipated impact to the local (County) roadways affected by this proposed development with a FLU designation of (I) would have less of a traffic impact than the allowable development of the site under the current FLU (MU-S) where several improvements may be required. Traffic impacts surrounding roadways have not been analyzed at this stage of development. A traffic impact study will be required during the development review process according to Article 5 of the Land Development Code.

Future developments will pay all costs and construct all roads within the development as well as existing and proposed access roads (internal and external) to Escambia County or FDOT standards so that the roads, upon construction, may be accepted into county or state road system. Escambia County will consider public-private partnerships (P-3s) as a valid mechanism to obtain transportation funding.

Once the project is submitted, all of the LOS will be evaluated during the Site Plan Review process.

Recreation and Open Space

Escambia County Comprehensive Plan, Section 3.04, Definitions.

Open space: Land or portions of land preserved and protected, whether public or privately owned and perpetually maintained and retained for active or passive recreation, for resource protection, or to meet lot coverage requirements. The term includes, but is not limited to, required yards, developed recreation areas and improved recreation facilities, natural and landscaped areas, and common areas.

REC1.3.2 Open Space Requirements. *Escambia County shall require the provision of open space by private development when such development is a planned unit development, a multi-family development, a mixed use commercial area or other similar types of development where relatively large land areas are involved. The requirements shall be contained within the LDC. All development projects of five acres or more shall be required to provide open space within the development or contribute to a fund therefore. Nothing in this policy shall be interpreted to eliminate the provision of open space for all projects as required by County regulations.*

The applicant stated that the proposed project with which the parcel is associated does not anticipated that this proposed request will have any impact upon the recreational resources of the County. Considerable wetland acreage will be preserved in its natural open state.

Staff Analysis: Once the project is submitted, all of the LOS will be evaluated during the Site Plan Review process. The proposed future development will have to meet the existing adopted open space and recreation requirements of the LDC.

Schools

OBJ PSF 2.1 Level of Service Standards

The narrative from the applicant states that he has not requested a letter identifying potential development impacts for school facilities due to the proposed FLUM amendment to Industrial would prohibit residential development, while the existing FLUM designation of MU-S allows for residential development. Therefore, this proposed amendment would be anticipated to lessen potential impacts on school related services.

Staff Analysis: Representatives from the Escambia County School District will review and comment on all proposals that could have an impact in the projected school capacities and LOS. As a non-residential development, it is anticipated that this proposed use will not have any impact upon the school resources in the County.

SUMMARY: Staff concludes that the proposed development will satisfy all of the requirements listed within the infrastructure analysis.

ANALYSIS OF SUITABILITY

Suitability: *The degree to which the existing characteristics and limitations of land and water are compatible with a proposed use or development.*

Impact on Wellheads, Historically Significant Sites and the Natural Environment: Wellheads:

CON 1.4.1 Wellhead Protection. Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

The applicant provided a Well Head Proximity Map that shows there is no well head within 3 miles of the site.

Staff Analysis: Further evaluation by the Environmental Division and ECUA will be required to ensure standards for wellhead protection areas will be maintained. Once the project is submitted, all of the LOS will be evaluated during the Site Plan Review process.

Historically Significant Sites

*FLU 1.2.1 **State Assistance.** Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.*

The applicant stated it will assist in any way possible, however did not provide any site requested information from the State of Florida Division of Historical Resources (DHR), or the University of West Florida to identify any historic or archaeological resources.

Staff Analysis: Staff was not provided with any historical information from the applicant.

Wetlands

*CON 1.1.2 **Wetland and Habitat Indicators.** Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

The north and easterly side of the site have been identified with wetlands and hydric soils using Escambia County GIS layers.

Staff Analysis:

The applicant has not provided staff with any evaluation of wetlands information. Staff's review of the County's GIS layer shows a large amount of wetlands on the northern and eastern side of the parcel. The applicant must ensure that all of the required State and Federal agencies are contacted and that the required permits are obtained. The presence of sensitive lands on site may require a more in-depth evaluation by the agencies involved. Escambia County staff will evaluate the proposed project to ensure all of the standards for wetlands protection indicated in the LDC, are met. Once the project is formally submitted, it will be evaluated during the Site Plan Review process.

SUMMARY: The proposed project shall avoid any potential impacts to environmentally sensitive areas and should preserve the natural function of wetlands and natural resources on the subject parcel. Staff will need a more in-depth evaluation of the land to conclude that the proposed development could satisfy all of the requirements listed within the suitability analysis.

Urban Sprawl:

A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.

1. Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

The proposed amendment is part of a strategy directing this type of intense development to the central part of the county, away from sensitive coastal areas to the South, and USDA prime soils and farmlands to the North; The proposed Industrial use expansion will direct economic growth and the associated land development to an area that will complement the existing growth patterns of development in the vicinity of the property, thereby minimizing the adverse impacts to natural resources and the existing ecosystems.

2. Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

The proposed amendment is in close proximity to the extensive infrastructure that is accessed by other similar uses within the area. The development promotes the principle of good development by taking advantage of an existing roads and interstate highway as a close proximity for development and is aimed at reducing the capital and operating costs of providing public infrastructure. As a result of the proximity to similar existing uses, the proposed amendment would reduce transportation costs, including the per capita costs to consumers to own and operate vehicles, road and parking facility costs, traffic accidents and pollution emissions.

3. Promotes conservation of water and energy.

The proposed amendment will ensure that the proposed development is conducted in an efficient manner. Specifically, the proximity of the subject property to other existing development will provide for an efficient integration of infrastructure and services that will conserve both water and energy.

4. Creates a balance of land uses based upon demands of residential population for the nonresidential needs of an area.

The amendment will allow for a comprehensive mix of uses that will result in a compatible blend between the existing recreational amenities and any proposed development.

Staff Analysis: It appears that the proposed amendment has met four of the eight criteria to discourage the proliferation of urban sprawl.

Comprehensive Plan Consistency and Relevant Policies:

Urban Sprawl:

A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner and failing to provide a clear separation between urban and rural uses.

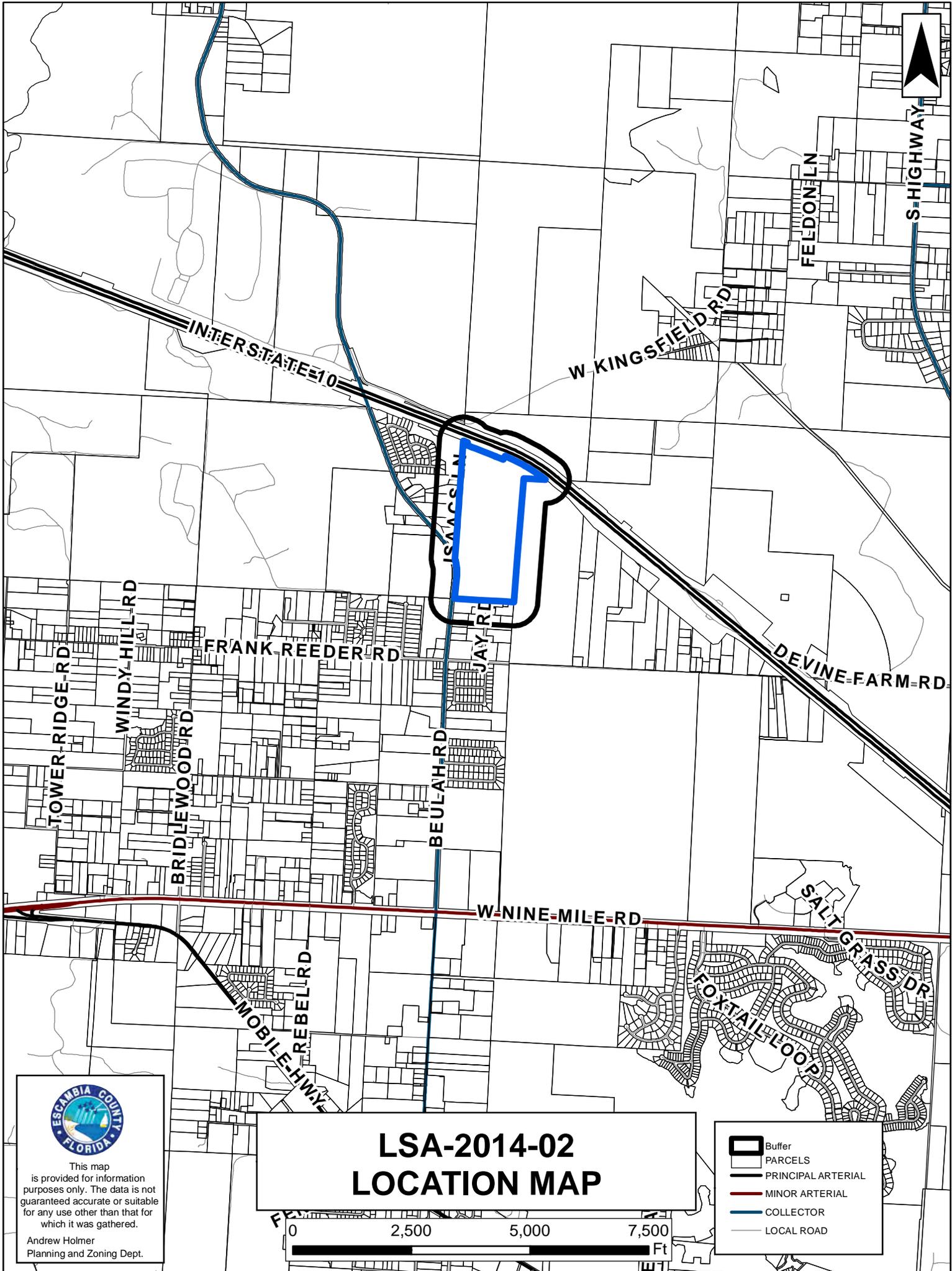
FLU 1.3 Future Land Use Map Designations:

“Designate land uses on FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.”

Mixed Use Urban Future Land Use Category:

FLU 1.3.1 states that the Industrial FLU “provides for and allows for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents.”

Staff Analysis: As previously elaborated, the site has been evaluated for potable water, sanitary sewer, solid waste disposal, stormwater management, and traffic concurrency. The adopted levels of service would appear to be maintained with the proposed industrial development of the parcel. If the amendment is approved, the parcel must go through the quasi-judicial rezoning process. The completed application packet will then be reviewed and evaluated for concurrency as part of the Site Development Review process.



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.

LSA-2014-02 LOCATION MAP



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



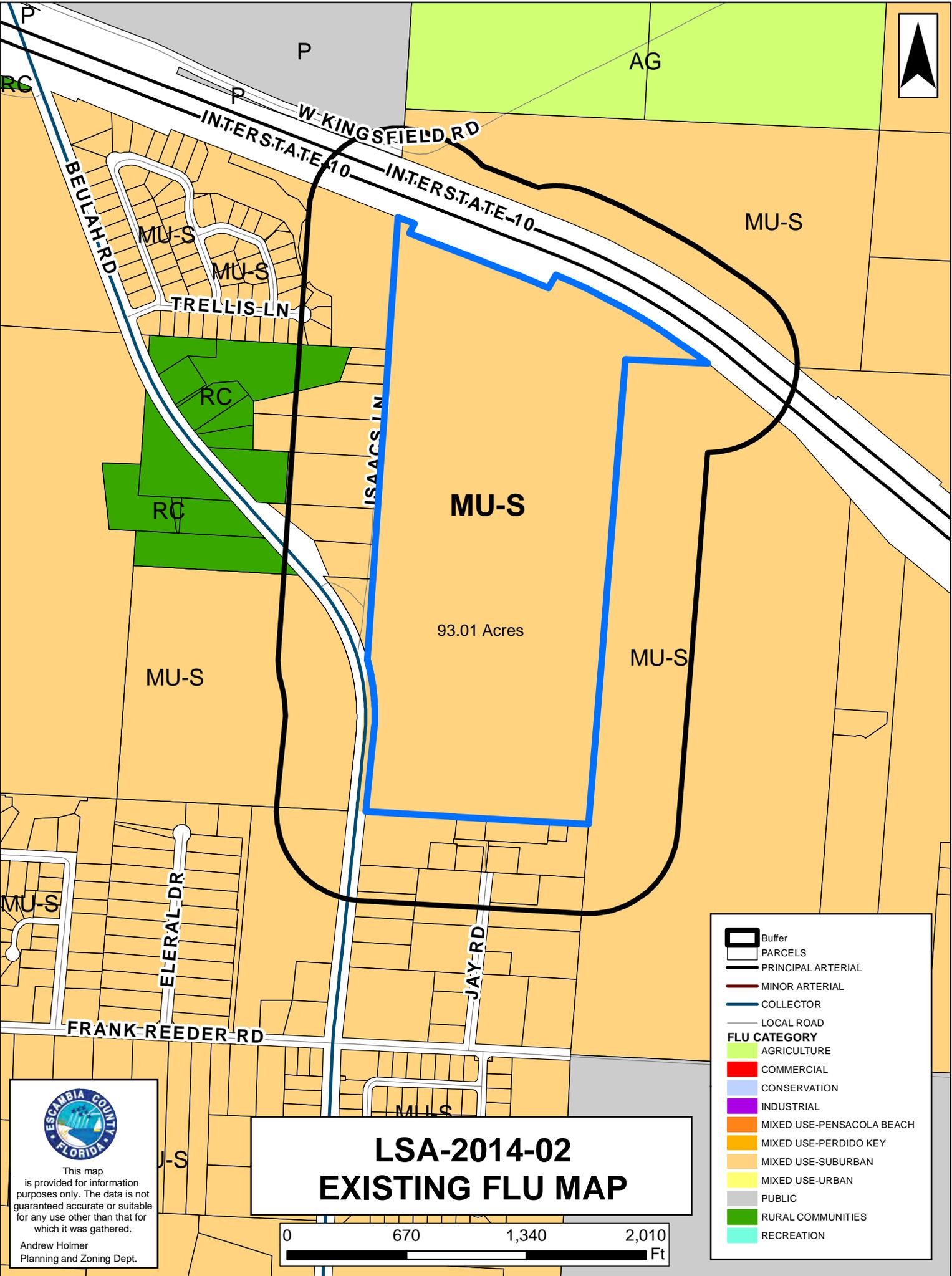
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

LSA-2014-02 AERIAL MAP



	Buffer
	PARCELS
	PRINCIPAL ARTERIAL
	MINOR ARTERIAL
	COLLECTOR
	LOCAL ROAD
sde_ras.ESCAMBIA.MOSAIC_2013	
RGB	
	Red: Band_1
	Green: Band_2
	Blue: Band_3



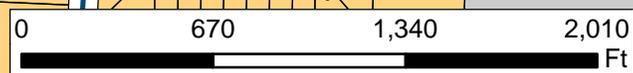
	Buffer
	PARCELS
	PRINCIPAL ARTERIAL
	MINOR ARTERIAL
	COLLECTOR
	LOCAL ROAD
FLU CATEGORY	
	AGRICULTURE
	COMMERCIAL
	CONSERVATION
	INDUSTRIAL
	MIXED USE-PENSACOLA BEACH
	MIXED USE-PERDIDO KEY
	MIXED USE-SUBURBAN
	MIXED USE-URBAN
	PUBLIC
	RURAL COMMUNITIES
	RECREATION

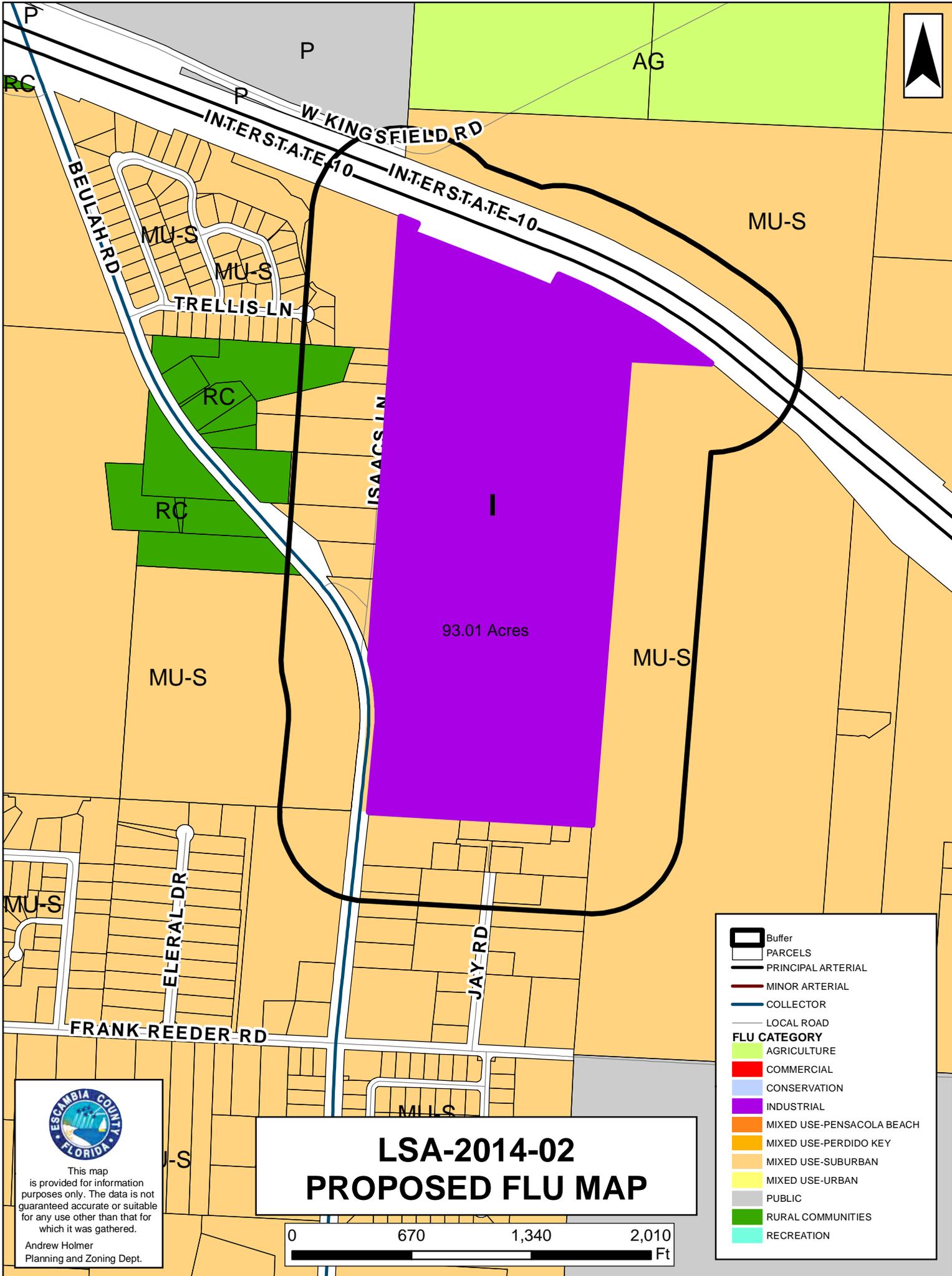


This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

LSA-2014-02 EXISTING FLU MAP





Legend

- Buffer
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- FLU CATEGORY**
- AGRICULTURE
- COMMERCIAL
- CONSERVATION
- INDUSTRIAL
- MIXED USE-PENSACOLA BEACH
- MIXED USE-PERDIDO KEY
- MIXED USE-SUBURBAN
- MIXED USE-URBAN
- PUBLIC
- RURAL COMMUNITIES
- RECREATION

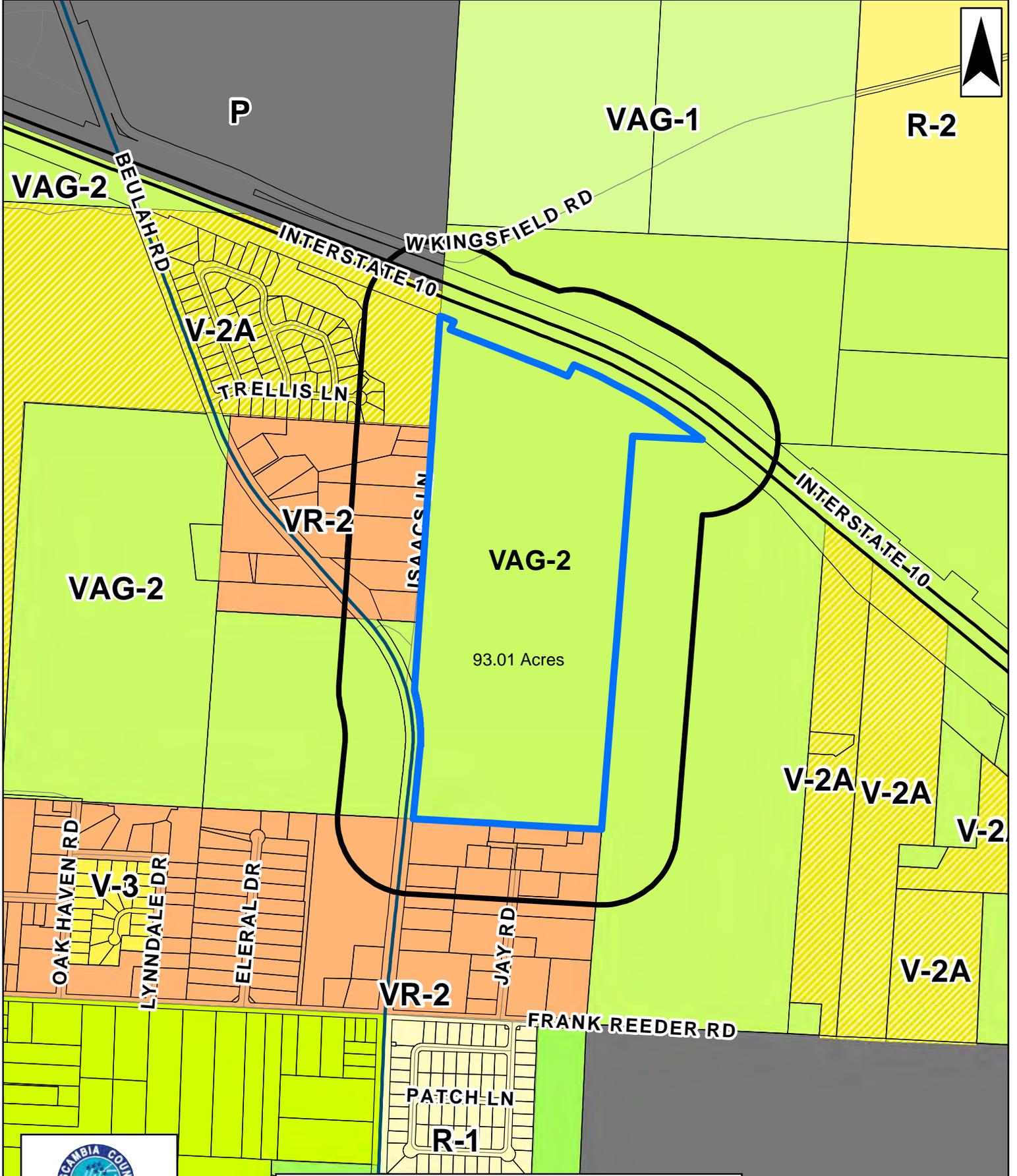


This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

LSA-2014-02 PROPOSED FLU MAP





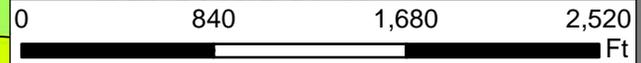
93.01 Acres



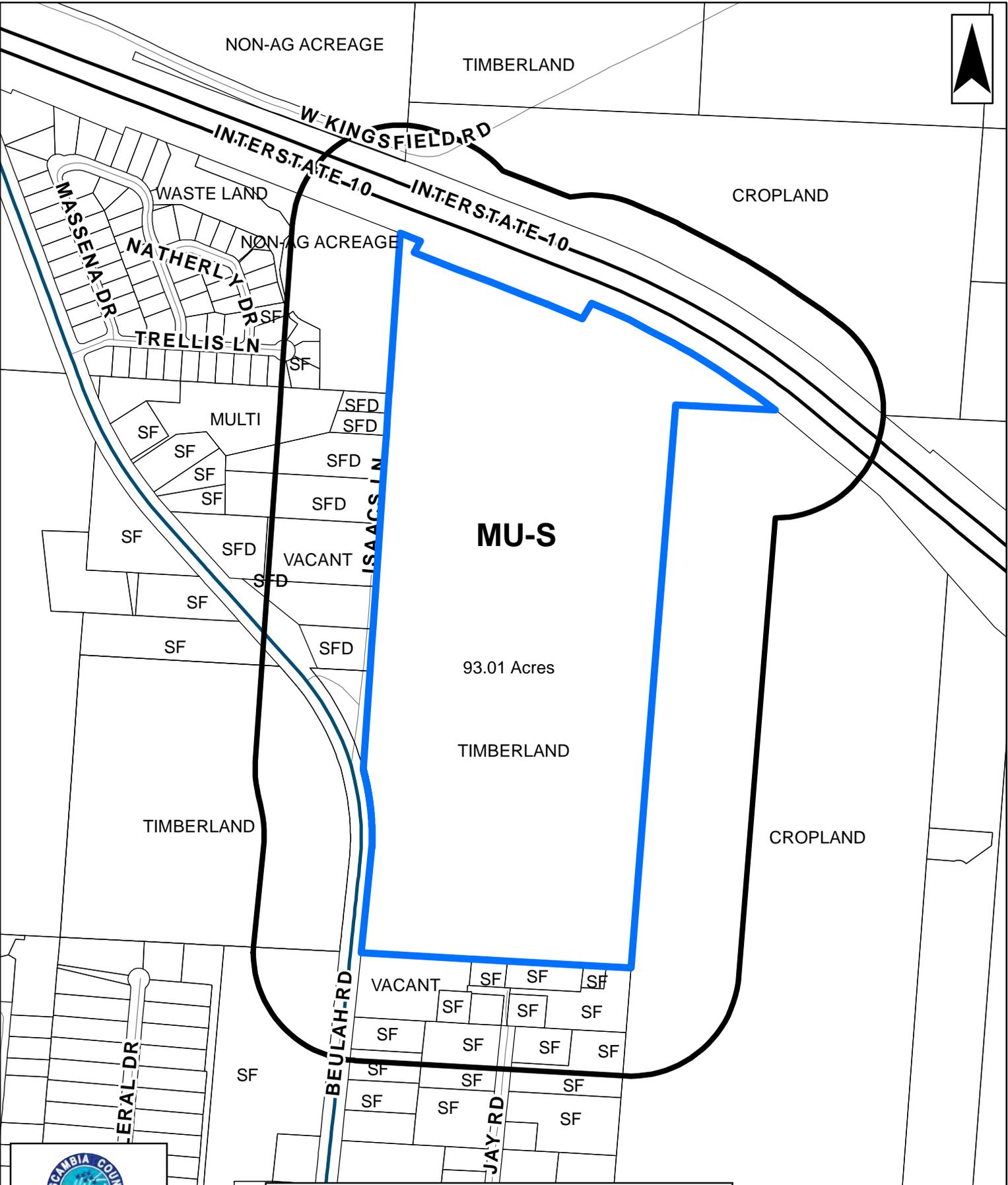
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

LSA-2014-02 ZONING MAP



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



MU-S

93.01 Acres

TIMBERLAND



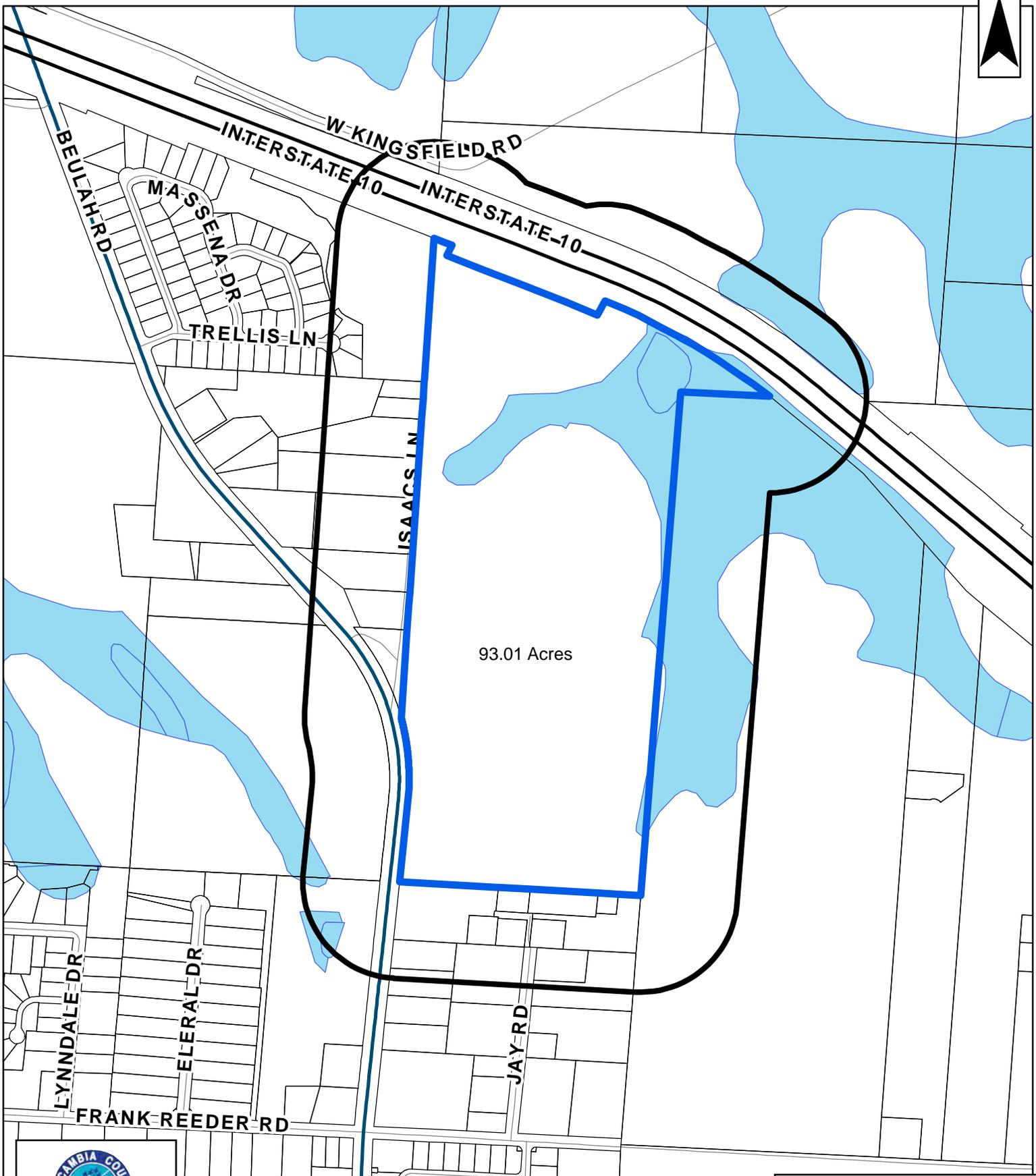
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

LSA-2014-02 EXISTING FLU MAP



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



93.01 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.

LSA-2014-02 WETLAND MAP



- Buffer
- PARCELS
- sde_vec.ESCAMBIA.WETLANDS_2006
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



W KINGSFIELD RD

INTERSTATE-10
INTERSTATE-10

MASSENA DR
TRELIS LN

ISAACS LN

Airfield Influence Planning District

OAKHAVEN RD
LYNDALE DR

ELERAL DR

JAY RD

FRANK REEDER RD

PATCH LN

Airfield Influence Planning District



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.

LSA-2014-02 AIPD MAP



- Buffer
- PARCELS
- AIPD 1
- AIPD 2
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5937

Growth Management Report 12. 4.

BCC Regular Meeting

Public Hearing

Meeting Date: 04/29/2014

Issue: 5:47 p.m. - A Public Hearing - Five-Year Schedule of Capital Improvements

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Adopting the 2013-2017 Annual Update to the Five-Year Schedule of Capital Improvements

That the Board review and adopt an Ordinance adopting the 2013-2017 Update to the Five-Year Schedule of Capital Improvements.

At the April 1, 2014, Planning Board Meeting, the Board recommended approval to the BCC.

BACKGROUND:

The purpose of this Ordinance is to fulfill the requirements of Section 163.3177(3)(b), Florida Statutes, by adopting the 2013-2017 Update to the Five-Year Schedule of Capital Improvements.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Ryan Ross, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance _1A_

Clean Ordinance _1A_

Exhibit A

Exhibit B

Exhibit C

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Annual Update to the 5-Year Schedule of Capital Improvements

Date: 2/26/14

Date requested back by: 3/6/14

Requested by: JC Lemos

Phone Number: 595-3467



(LEGAL USE ONLY)

Legal Review by Ryan E. Ross

Date Received: 2/26/14

XXX Approved as to form and legal sufficiency.

 Not approved.

 Make subject to legal signoff.

Additional comments:

Ordinance title is approved for advertising.

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

4
5 **Section 5. Uncodified Ordinance**

6
7 Pursuant to Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, due to the
8 frequency of the updates to the Five-Year Schedule of Capital Improvements, this
9 ordinance shall not be codified, but shall be recorded in a book kept for that purpose
10 and maintained by the Clerk of the Board of the County Commissioners, in accordance
11 with Section 125.68, Florida Statutes.

12
13 **Section 6. Effective Date**

14
15 This Ordinance shall become effective upon filing with the Department of State.

16
17
18 **DONE AND ENACTED** this ____ day of _____, 2014.

19
20
21 BOARD OF COUNTY COMMISSIONERS
22 ESCAMBIA COUNTY, FLORIDA

23
24
25 By: _____
26 Lumon J. May, Chairman

27 ATTEST: PAM CHILDERS
28 CLERK OF THE CIRCUIT COURT

29
30
31 By: _____ Date Executed: _____
32 Deputy Clerk

33
34 (SEAL)

35
36 ENACTED:

37
38 FILED WITH THE DEPARTMENT OF STATE:

39
40 EFFECTIVE DATE:

ORDINANCE NUMBER 2014-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ADOPTING THE 2013-2017 UPDATE TO THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR UNCODIFIED UPDATES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, the county is required to annually review and update its Five-Year Schedule of Capital Improvements;

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

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

Section 1. Purpose

The purpose of this ordinance is to fulfill the requirements of Section 163.3177(3)(b), Florida Statutes, by adopting the 2013-2017 update to the Five-Year Schedule of Capital Improvements.

Section 2. Schedule of Capital Improvements

The 2013-2017 update to the Five-Year Schedule of Capital Improvements, attached as Exhibit A, is hereby adopted.

Section 3. Supporting Documents

A significant portion of the 2013-2017 update to the Five-Year Schedule of Capital Improvements derives from information provided in the following documents, which are incorporated herein by reference:

The Florida–Alabama Transportation Planning Organization Fiscal-Years 2013-2017 Transportation Improvements Program, attached as Exhibit B.

The Escambia County School District 2013-2014 Work Plan, attached as Exhibit C.

Section 4. Severability

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

Section 5. Uncodified Ordinance

Pursuant to Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, due to the frequency of the updates to the Five-Year Schedule of Capital Improvements, this ordinance shall not be codified, but shall be recorded in a book kept for that purpose and maintained by the Clerk of the Board of the County Commissioners, in accordance with Section 125.68, Florida Statutes.

Section 6. Effective Date

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

DONE AND ENACTED this ____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



*2013-2017
Update to the Five-Year
Capital Improvements
Program Schedule*



FY 2013-2017

Schedule of Capital Improvements

Annual Update

CIP Schedule

Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program

Description	Adopted Total 2013/14	2014/15	2015/16	2016/17	2017/18
FUND: GENERAL FUND					
Facilities Management - Juvenile Justice					
1 New Security DVR Installation	5,000	0	0	0	0
Facilities Management					
1 Replacement or Upgrade Chiller (Community Probation)	86,200	0	0	0	0
1 Install 3 Variable Air Volume Boxes with Heat (Property Appraiser)	21,000	0	0	0	0
1 Light Retrofit - Energy Conservation (Misc Buildings)	30,000	0	0	0	0
Animal Services					
1 Mobile Animal Lift Table	3,000	0	0	0	0
Public Information Office					
1 Replacement of Camera/Equipment for Outside ECTV Shoots	5,000	0	0	0	0
Supervisor of Elections					
1 Replacement Vehicle (Ford Transit)	20,000	0	0	0	0
1 Mail Equipment Replacement	20,000	0	0	0	0
1 Laptop Replacement (3)	5,000	0	0	0	0
Total General Fund	195,200	0	0	0	0
FUND: OTHER GRANTS AND PROJECTS					
Florida Boating Improvement Funds					
110 Acquisition of property and Construction of a Boat Ramp on Perdido Bay	60,000	0	0	0	0
Total Other Grants and Projects Fund	60,000	0	0	0	0
FUND: JAIL INMATE COMMISSARY					
Inmate Commissary					
111 Inmate Commissary Capital	201,738	0	0	0	0
Jail Inmate Commissary Fund	201,738	0	0	0	0
FUND: LIBRARY					
Library Operations					
113 Books, Publications and Library Materials	235,993	0	0	0	0
Library Information Systems					
113 Replacement Laptops (15)	17,250	0	0	0	0
113 Replacement Desktops (15)	14,250	0	0	0	0
113 Server Hardware	16,500	0	0	0	0
Total Library Fund	283,993	0	0	0	0
FUND: ARTICLE V FUND					
State Attorney - Escambia County (Circuit Criminal)					
115 Desktop PC's (15)	21,000	0	0	0	0
115 Network Printers (3)	2,000	0	0	0	0
115 Network Switch (7)	7,000	0	0	0	0
State Attorney - Santa Rosa County					
115 Desktop PC's (10)	14,000	0	0	0	0
State Attorney - Okaloosa County					
115 Desktop PC's (10)	14,000	0	0	0	0
State Attorney - Walton County					
115 Desktop PC's (5)	7,000	0	0	0	0
115 Network Printer	1,800	0	0	0	0
Court Technology					

**Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program**

Description	Adopted Total 2013/14	2014/15	2015/16	2016/17	2017/18
115 Polycom MCU Video Conferencing Unit (1)	12,750	0	0	0	0
115 Laptop (1)	1,250	0	0	0	0
Court Security Division - Escambia County					
115 Security Equipment	5,000	0	0	0	0
Court Technology Division - Santa Rosa County					
115 Polycom Video Conferencing Units (2)	14,000	0	0	0	0
115 DFS Server (Dell Server)	5,000	0	0	0	0
115 Laptops (2)	2,500	0	0	0	0
Court Technology Division - Okaloosa County					
115 Polycom Video Conferencing Units (3)	26,750	0	0	0	0
115 DFS Server (Dell Server)	5,000	0	0	0	0
115 Laptops (2)	2,500	0	0	0	0
Regional Conflict Counsel					
115 Laptops (7)	10,000	0	0	0	0
Total Article V Fund	151,550	0	0	0	0
FUND: CDBG HUD ENTITLEMENT FUND					
2013 HUD Community Block Development					
129 Fire Hydrant/Main Upgrade Improvements	90,000	0	0	0	0
129 County Facility H/C Access Improvements	45,000	0	0	0	0
129 Neighborhood Improvement Projects (CRA & County Projects TBD)	80,305	0	0	0	0
2012 HUD Community Block Development					
129 County Facility H/C Access Improvements	50,000	0	0	0	0
129 Neighborhood Improvement Projects (CRA & County Projects TBD)	200,719	0	0	0	0
2011 HUD Community Block Development					
129 County Facility H/C Access Improvements	50,000	0	0	0	0
129 Neighborhood Improvement Projects (CRA & County Projects TBD)	225,095	0	0	0	0
2010 HUD Community Block Development					
129 County Facility H/C Access Improvements	45,106	0	0	0	0
129 Neighborhood Improvement Projects (Englewood Center)	110,000	0	0	0	0
2009 HUD Community Block Development					
129 Neighborhood Improvement Projects (Lexington Terrace Stormwater)	9,800	0	0	0	0
129 County Facility H/C Access Improvements	8,291	0	0	0	0
2008 HUD Community Block Development					
129 County Facility H/C Access Improvements	5,087	0	0	0	0
Total CDBG HUD Entitlement Fund	919,403	0	0	0	0
FUND: COMMUNITY REDEVELOPMENT FUND					
Community Redevelopment Brownsville					
151 Property Acquisition - Frontera Circle	35,000	0	0	0	0
151 Property Acquisition - Anthony Street	50,000	0	0	0	0
151 Property Acquisition - Godwin Street	40,000	0	0	0	0
151 Pace Boulevard Streetscaping	50,000	0	0	0	0
Community Redevelopment Warrington					
151 Park Improvements	65,000	0	0	0	0
Community Redevelopment Palafox					
151 Pace Boulevard Streetscaping	50,000	0	0	0	0
Community Redevelopment Barrancas					

**Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program**

Description	Adopted Total 2013/14	2014/15	2015/16	2016/17	2017/18
151 Lexington Terrace Park Improvements	50,000	0	0	0	0
Community Redevelopment Englewood					
151 Pace Boulevard Streetscaping	50,000	0	0	0	0
Total Community Redevelopment Fund	390,000	0	0	0	0
FUND: TRANSPORTATION TRUST FUND Fleet Maintenance					
175 Bushogs	46,000	0	0	0	0
175 Dump Truck	35,848	0	0	0	0
175 Lowboy Trailer	15,000	0	0	0	0
Total Transportation Trust Fund	96,848	0	0	0	0
FUND: MASTER DRAINAGE BASINS Engineering					
181 Drainage Projects	45,810	0	0	0	0
Total Master Drainage Basins	45,810	0	0	0	0
FUND: LOCAL OPTION SALES TAX III Public Facilities & Projects					
352 District IV Project	0	0	0	880,000	0
352 Libraries/Community Center	0	0	0	875,000	0
352 Maintenance Shop/Storage - Main Jail	0	0	0	125,000	0
352 Old Molino School	125,000	0	0	0	0
352 Voting Machine Replacements - Supervisor of Elections	0	180,620	85,000	0	602,782
352 4-H Barn/Pig Farm	250,000	0	0	0	0
352 Englewood/Boys & Girls Club	150,000	0	0	0	0
Judicial Capital Improvements					
352 Build out Judges Chambers on 5th Floor	2,000,000	0	0	0	0
Natural Resources/Community Redevelopment					
352 Beachhaven Drainage Project	0	0	215,000	0	0
352 CRA Sewer Expansion: Beach Haven, Bellshead, Mob Hwy., Englewood	0	0	0	228,000	0
352 Environmentally Sensitive Lands Acquisition and Mitigation Bank	100,000	100,000	100,000	100,000	0
352 Navy Boulevard Project	982,000	10,000	0	0	0
352 Palafox Commerce Park Infrastructure	0	190,000	0	0	0
Parks and Recreation					
352 Land Acquisition	200,000	200,000	200,000	200,000	0
352 Park Development/Bayou Grande	468,379	2,810,702	1,110,702	1,110,702	1,110,702
352 Park Maintenance Equipment	68,182	68,182	68,182	68,182	68,182
Fire Services					
352 Fire Station in Beulah	0	1,904,380	0	0	0
352 Vehicle/Apparatus Replacement	250,000	998,659	998,659	998,659	1,099,753
Public Safety					
352 3/4 Ton Cab/Chassis and/or 4WD P/U	11,246	53,385	54,933	55,000	0
352 Ambulances	700,000	720,000	925,000	950,000	0
352 Defibrillators	0	960,000	0	0	0
352 Handheld Pulse OX/Cap Machines	40,000	0	0	0	0
352 Laptop Computers	32,400	44,800	34,800	35,000	0
352 Mobile Radios	39,200	40,000	52,000	55,000	0
352 Portable Suctions	0	0	27,000	0	0
352 Stairchairs	0	30,000	0	0	0
352 Stretchers	0	150,000	0	0	0
352 Animal Transport Unit	15,807	16,281	16,770	17,000	0
352 Portable Generator Replacement	0	22,000	22,000	0	0
352 Public Safety Vehicle 4x4 (Pre/Post Disaster)	38,000	135,000	62,000	0	0
352 Rebanding Initiative	40,634	0	0	0	0
352 Tractor/Chassis Replacement for Command Vehicle	0	300,000	0	0	0
Transportation					

**Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program**

Description	Adopted Total 2013/14	2014/15	2015/16	2016/17	2017/18
352 Beulah Road Improvements/Beltway	0	0	0	700,000	0
352 Bobe Street Sidewalks	300,000	0	0	0	0
352 Bridge Renovations	1,516,666	1,263,170	1,270,162	1,016,666	516,670
352 Burgess Road Sidewalks	0	0	350,000	0	0
352 Congestion Improvements	1,308,532	837,000	818,000	1,618,000	0
352 Dirt Road Paving	2,300,000	2,500,000	2,500,000	3,000,000	0
352 E Street (Leonard to Cervantes)	0	0	400,000	0	0
352 East/West Longleaf Drive	0	8,000,000	8,190,000	0	0
352 Drainage	0	0	0	0	0
352 Hwy 297A Widening (Box) and Drainage	0	0	3,000,000	0	0
352 ITS Application (Box)	0	0	0	1,462,936	0
352 JPA/Design Box	0	0	0	300,154	599,846
352 Neighborhood Enhancements	1,400,000	700,000	700,000	2,800,000	0
352 Olive Road	0	0	0	0	0
352 Resurfacing	3,452,804	1,750,000	1,732,689	1,584,622	751,211
352 Sidewalks	500,000	500,000	500,000	900,000	0
352 Sidewalks District I	100,000	100,000	100,000	100,000	0
352 Traffic Calming	0	0	200,000	0	0
Drainage					
352 Avery Street Drainage	0	1,000,000	0	0	0
352 Beach Haven	0	1,700,000	0	0	0
352 Coral Creek Subdivision Drainage	285,000	0	0	0	0
352 Cove Avenue/Barmel Drainage	1,153,000	0	0	0	0
352 Crescent Lake	0	0	4,000,000	0	0
352 Delano Road Drainage	500,000	0	0	0	0
352 Eleven Mile Creek Restoration	0	1,000,000	0	0	0
352 Englewood Drainage/Neighborhood Improvements	0	1,000,000	0	0	0
352 Fairchild Drainage Project	0	100,000	600,000	0	0
352 Ferry Pass Zone 4 & 5	0	120,000	0	0	0
352 Ferry Pass, Zone 2 Drainage Project	0	180,000	0	0	0
352 Grande Lagoon Drainage Study	500,000	0	0	0	0
352 Gulf Beach Highway	6,000,000	0	0	0	0
352 Highway 297 Drainage	0	0	0	1,772,000	0
352 Jackson Street, Elysian Drainage Improvements	1,500,000	0	0	0	0
352 L Street Pond Expansion	600,000	0	0	0	0
352 Myrtle Grove Jackson	0	0	1,350,000	0	0
352 Nims Lane Drainage	175,000	0	0	0	0
352 Rebel Road	0	0	0	2,000,000	0
352 Water Quality/Flood Control	0	0	0	190,000	0
Sheriff					
352 Detention Facilities	240,000	240,000	240,000	7,561,796	0
352 Detention Vehicle Replacement	200,000	200,000	200,000	200,000	200,000
352 Sheriff Vehicle Replacement	2,941,818	2,941,818	2,941,818	2,681,818	2,681,818
Total Local Option Sales Tax III Fund	30,483,668	33,065,997	33,064,715	31,705,535	7,630,964
FUND: SOLID WASTE FUND					
Administration Division					
401 Desktop PC (2) (HP5N) & Optiplex)	2,800	0	0	0	0
401 Laptop Computer (1)	1,300	0	0	0	0
401 Printers (2)	8,900	0	0	0	0
Engineering & Environmental Quality Division					
401 Submersible Pumps (3)	15,000	0	0	0	0
Recycling Division					
401 Laptop Computer (1)	1,300	0	0	0	0
401 Recycling Containers (7)	23,700	0	0	0	0
401 Roll-Off Truck	175,000	0	0	0	0
Palafox Transfer Station					
401 Resurface Tipping Floor	125,000	0	0	0	0
401 Install Irrigation System	15,000	0	0	0	0
Landfill Gas to Energy					
401 De-watering Pumps (2)	10,000	0	0	0	0

Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program

Description	Adopted Total 2013/14	2014/15	2015/16	2016/17	2017/18
Operations Division					
401 Bulldozer (60,000lb.) (Rebuild)	300,000	0	0	0	0
401 Desktop PC's (2)	2,800	0	0	0	0
401 Dump Truck (25 Ton 6x6 Articulated)	400,000	0	0	0	0
401 Hydraulic Excavator (80,000lb.)	400,000	0	0	0	0
401 Hydraulic Pump (4")	30,000	0	0	0	0
401 Mechanics Truck	100,000	0	0	0	0
401 Road Prison Officer Crew Truck (2)	140,000	0	0	0	0
401 Tip Loader (4 yd High)	275,000	0	0	0	0
401 Water Truck Conversion	100,000	0	0	0	0
Projects Division					
401 Landfill Mining - Section 5	388,000	7,205,000	1,628,000	0	4,333,000
401 Leachate Pipeline to International Paper	1,300,000	0	0	0	0
Total Solid Waste Fund	3,813,800	7,205,000	1,628,000	0	4,333,000
FUND: EMERGENCY MANAGEMENT SERVICES					
EMS Operations					
408 Security Camera	4,000	0	0	0	0
408 GETAC Computers (5)	19,000	0	0	0	0
408 Couches (2)	2,130	0	0	0	0
408 Desktop PC's (2)	3,000	0	0	0	0
408 Laptop (Paging)	1,800	0	0	0	0
Total Emergency Management Services Fund	29,930	0	0	0	0
FUND: CIVIC CENTER FUND					
409 Air Mover Fans	3,000	0	0	0	0
409 Basketball Floor and Goals	0	0	0	150,000	0
409 Boiler	40,000	0	40,000	0	0
409 Box Truck	0	0	35,000	0	0
409 Carpet	20,000	0	0	0	0
409 Computer/software	10,000	0	0	0	25,000
409 Event Curtain	25,000	0	25,000	0	0
409 Kitchen Equipment	0	25,000	25,000	0	0
409 Landscape Property Enhancements	0	0	35,000	0	90,000
409 Merchandise Area Upgrades	0	20,000	0	0	0
409 New stage - wheels	0	0	0	0	60,000
409 Office Furniture	0	0	0	0	25,000
409 Painting	25,000	0	0	25,000	0
409 Parking lot re-surface	0	100,000	0	0	0
409 Parking Lot Signage	5,000	0	0	0	0
409 Roll-up Door - Admin	0	8,000	0	0	0
409 Scissor Lift	0	25,000	0	0	0
409 Sound System - Meeting Rooms	0	0	0	25,000	0
409 Storefront entrance doors	50,000	0	0	0	0
409 Tables	22,000	22,000	25,000	0	0
409 Utility Vehicle-Gator	0	0	15,000	0	0
Total Civic Center Fund	200,000	200,000	200,000	200,000	200,000
FUND: INTERNAL SERVICE FUND					
501 Wellness Equipment	10,000	0	0	0	0
Total Civic Center Fund	10,000	0	0	0	0
GRAND TOTAL:	36,881,940	40,470,997	34,892,715	32,845,535	12,163,964

LOST III Planning					
Revenue and Project Projections					
	Budget	Budget	Budget	Budget	Budget
	2014	2015	2016	2017	2018
Expenses:					
Public Safety	917,287.00	2,471,466.00	1,194,503.00	1,112,000.00	0.00
Public Facilities	525,000.00	180,620.00	85,000.00	1,880,000.00	602,781.96
Judicial	2,000,000.00	0.00	0.00	0.00	0.00
NESD	1,082,000.00	300,000.00	315,000.00	328,000.00	0.00
Parks	2,426,951.55	3,260,701.55	2,060,701.55	1,560,701.55	1,360,701.55
Fire Services	998,658.73	2,903,038.73	998,658.73	998,658.73	1,099,752.77
Sheriff	3,381,818.18	3,381,818.18	3,381,818.18	10,443,614.18	2,881,818.18
Transportation	10,878,002.00	15,650,170.00	19,760,851.00	13,482,378.00	1,867,727.00
Drainage	10,713,000.00	5,100,000.00	5,950,000.00	3,962,000.00	0.00
Total Expenses	\$32,922,717.45	\$33,247,814.45	\$33,746,532.45	\$33,767,352.45	\$7,812,781.45
Escambia County Local Option Sales Tax III					
Public Facilities/Community Services					
110267					
Project	Budget	Budget	Budget	Budget	Budget
#	2014	2015	2016	2017	2018
As Yet Unnamed Project/ District IV				880,000.00	
Libraries/Community Center	0.00		0.00	875,000.00	
Maintenance Shop/Storage - Main Jail	0.00			125,000.00	
08PF0045 Old Molino School	125,000				
08PF0028 Replacement of voting machines		180,620.00	85,000.00		602,781.96
4-H Barn/Pig Farm	250,000.00				
12PF1973 Englewood/Boys & Girls Club	150,000.00				
Total	\$525,000.00	\$180,620.00	\$85,000.00	\$1,880,000.00	\$602,781.96
Escambia County Local Option Sales Tax III					
Parks & Recreation					
350223/350228/350229/350231/350235					
#	Project	Budget	Budget	Budget	Budget
	2014	2015	2016	2017	2018
	Bayou Grande Park Development & Maintenance	300,000.00	1,700,000.00		
08PR0025	Brosnham Soccer Center Development & Maintenance	90,909.09	90,909.09	90,909.09	90,909.09
08PR0031	Equestrian Center Development & Maintenance1 - 350231	391,211.09	90,909.09	590,909.09	90,909.09
12PR1688	Land Acquisition	200,000.00	200,000.00	200,000.00	200,000.00
08PR0058	Park Development	1,376,649.55	1,110,701.55	1,110,701.55	1,110,701.55
08PR0068	Park Maintenance Equipment	68,181.82	68,181.82	68,181.82	68,181.82
Total	\$2,426,951.55	\$3,260,701.55	\$2,060,701.55	\$1,560,701.55	\$1,360,701.55
Escambia County Local Option Sales Tax III					
Natural Resources/Community Redevelopment					
220102					
#	Project	Budget	Budget	Budget	Budget
	2014	2015	2016	2017	2018
	Beachhaven Drainage Project			215,000.00	
10NE0018	CRA Sewer Expansion: Beach Haven, Bellshead, Mob Hwy., Englewood	0.00			228,000.00
08NE0028	Environmentally Sensitive Lands Acquisition and Mitigation Bank	100,000.00	100,000.00	100,000.00	100,000.00
12NE1992	Navy Boulevard Project	982,000.00	10,000.00		
	Palafox Commerce Park Infrastructure	0.00	190,000.00		
	Total	\$1,082,000.00	\$300,000.00	\$315,000.00	\$328,000.00
					\$0.00

FY 2013-2017

Schedule of Capital Improvements

Annual Update

Schedule (Strikethrough version)

TRANSPORTATION PROJECTS											
Project Name	Location	Funding Source	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Total Project Cost	Code	Comp Plan Objectives	Notes
Beulah Interchange	---	FDOT		-\$10,000,000				-\$10,000,000	G	MOB 8.1.1; MOB 8.1.3; MOB 8.1.4; MOB 8.1.5; MOB 8.1.6	Funds to Support Future Interchange at I-10 and Beulah Rd.
Bridge Renovations	Countywide	LOST III	-\$3,016,666	\$1,516,666	-\$1,263,170	\$1,270,162	-\$1,016,666	-\$8,083,330	S	MOB 8.1.1; MOB 8.1.3; MOB 8.1.4; MOB 8.1.5; MOB 8.1.6	Funds to improve bridge safety countywide
Burgess Rd Sidewalks	Davis Hwy to Sanders Rd	LOST III					-\$350,000	-\$350,000	G	MOB 8.1.1; MOB 8.1.3; MOB 8.1.4; MOB 8.1.5; MOB 8.1.6	Local Safe Routes To School Program
Blue Angel Parkway Construction	Sorrento to US98	Bond / FDOT			-\$15,000,000		-\$36,000,000	-\$51,000,000	G	MOB 8.1.1; MOB 8.1.3; MOB 8.1.4; MOB 8.1.5; MOB 8.1.6	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2013. Will depend on Local Revenues
Burgess Extension Construction	Burgess / Creighton extension from Hilburn Dr to US 29	FDOT			-\$1,000,000	\$1,000,000		-\$2,000,000	G	MOB 8.1.1; MOB 8.1.3; MOB 8.1.4; MOB 8.1.5; MOB 8.1.6	TPO Transportation Improvement Program Priority #8, pg 15. ROW & Const. funds committed in out years
Congestion Improvements	Countywide	LOST III		\$1,808,532	-\$737,000	\$1,018,000	-\$1,018,000	-\$4,581,532		MOB 8.1.1; MOB 8.1.3; MOB 8.1.4; MOB 8.1.5; MOB 8.1.6	Projects to improve traffic and freight flow
Project Name	Location	Funding Source	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Total Project Cost	Code	Comp Plan Objectives	Notes
Beulah Interchange/Beltway		LOST III					700,000	\$700,000	G	MOB 8.1.1; MOB 8.1.3; MOB 8.1.4; MOB 8.1.5; MOB 8.1.6	Funds to Support Future Interchange at I-10 and Beulah Rd.
Bobe Street Sidewalks		LOST III			300,000			\$300,000		MOB 8.1.1; MOB 8.1.3; MOB 8.1.4; MOB 8.1.5; MOB 8.1.6	
Bridge Renovations	Countywide	LOST III	3,016,666	\$1,516,666.00	1,263,170	1,270,162	1,016,666	\$8,083,330	S	MOB 8.1.1; MOB 8.1.3; MOB 8.1.4; MOB 8.1.5; MOB 8.1.6	Funds to improve bridge safety countywide
Burgess Rd Sidewalks	Davis Hwy to Sanders Rd	LOST III					350,000	\$350,000	G	MOB 8.1.1; MOB 8.1.3; MOB 8.1.4; MOB 8.1.5; MOB 8.1.6	Local Safe Routes To School Program
Blue Angel Parkway Construction	Sorrento to US98	Bond / FDOT			5,033,700	28,524,300		\$33,558,000	G	MOB 8.1.1; MOB 8.1.3; MOB 8.1.4; MOB 8.1.5; MOB 8.1.6	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2013. Will depend on Local Revenues
Burgess Extension Construction	Burgess / Creighton extension from Hilburn Dr to US 29	FDOT			\$1,000,000	\$1,000,000		\$2,000,000	G	MOB 8.1.1; MOB 8.1.3; MOB 8.1.4; MOB 8.1.5; MOB 8.1.6	TPO Transportation Improvement Program Priority #8, pg 15. ROW & Const. funds committed in out years
Congestion Improvements	Countywide	LOST III		\$1,808,532	\$737,000	\$1,018,000	\$1,018,000	\$4,581,532		MOB 8.1.1; MOB 8.1.3; MOB 8.1.4; MOB 8.1.5; MOB 8.1.6	Projects to improve traffic and freight flow.
Dirt Rd Paving	Countywide	LOST III	\$2,100,000	\$2,300,000	\$2,500,000	\$2,500,000	\$2,000,000	\$12,400,000	R	MOB 8.1.1; MOB 8.1.2; MOB 8.1.4; MOB 8.1.5; MOB 8.1.6	Revolving Maintenance Program to prevent sediment run-off and reduce road repair.

E' Street Improvements	Texar to Cervantes	LOST-III				\$400,000		\$400,000		MOB-8-1.1- MOB-8-1.3- MOB-8-1.4- MOB-8-1.5- MOB-8-1.6	
Gulf Beach Hwy (SR292) Corridor Study Projects	Navy Blvd to Sorrente	TPO/LOST-III		\$1,500,000				\$1,500,000	G	MOB-8-1.1- MOB-8-1.3- MOB-8-1.4- MOB-8-1.5- MOB-8-1.6	TPO pg 2.2- Design underway, ROW funded in 2013.
Highway 297A Widening		LOST-III				\$3,000,000		\$3,000,000	G	MOB-8-1.1- MOB-8-1.3- MOB-8-1.4- MOB-8-1.5- MOB-8-1.6	
ITS Application		LOST-III/-TPO					\$1,462,936	\$1,462,936	G	MOB-8-1.1- MOB-8-1.3- MOB-8-1.4- MOB-8-1.5- MOB-8-1.6	TPO priority #6 with annual funding
JPA Design-Box		LOST-III					\$300,154	\$300,154	G	MOB-8-1.1- MOB-8-1.3- MOB-8-1.4- MOB-8-1.5- MOB-8-1.6	Funds to Support the advancement of any 5-year FDOT projects if determined as a need.
Kingsfield Rd Extension	Hwy 97 to Hwy 99	LOST-III	\$5,520,000					\$5,520,000	G	MOB-8-1.1- MOB-8-1.3- MOB-8-1.4- MOB-8-1.5- MOB-8-1.6	Improvements to support new traffic patterns and increased use by freight.
Live Oak / Sunset Sidewalks		LOST-III	\$300,000					\$300,000	G	MOB-8-1.1- MOB-8-1.3- MOB-8-1.4- MOB-8-1.5- MOB-8-1.6	Project let for Design in 2009 will be constructed in 2010
Neighborhood Enhancements	Countywide	LOST-III		\$1,400,000	\$700,000	\$700,000	\$2,800,000	\$5,600,000	G	MOB-8-1.1- MOB-8-1.3- MOB-8-1.4- MOB-8-1.5- MOB-8-1.6	Program to provide amenities based on warranted needs.
Nine Mile Rd Improvements	Pine Forest to Hwy 29	LOST-III							DG	MOB-8-1.1- MOB-8-1.3- MOB-8-1.4- MOB-8-1.5- MOB-8-1.6	TRIP funds awarded to update PD&E and Design. Let for A&E service in 2009.
		FDOT				\$2,445,000		\$2,445,000		MOB-8-1.1- MOB-8-1.3- MOB-8-1.4- MOB-8-1.5- MOB-8-1.6	FDOT Work Program, pg 12
Olive Rd Corridor- Phase I	Davis and Old Palafex	LOST-III	\$5,900,000					\$5,900,000	G	MOB-8-1.1- MOB-8-1.3- MOB-8-1.4- MOB-8-1.5- MOB-8-1.6	FDOT deeded road to the county in 2011. Design currently underway construction expected in 2013
Perdido Key Design	AL state line to ICWW Bridge	FDOT				\$2,732,000		\$2,732,000	DG	MOB-8-1.1- MOB-8-1.3- MOB-8-1.4- MOB-8-1.5- MOB-8-1.6	FDOT Work Program, pg 22, Design Funds pushed due to a Federal Required EIS
Perdido Key Drive Construction	Perdido Key Dr between AL and the south end of the ICWW Bridge	TIF/ FDOT-TRIP			6,553,680	37,137,520		\$43,691,200	DG	MOB-8-1.1- MOB-8-1.3- MOB-8-1.4- MOB-8-1.5- MOB-8-1.6	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2012-13. Will depend on Local Revenues, results of EIS
Perdido Key Drive PD&E	Perdido Key Dr between AL and the south end of the ICWW Bridge	FDOT							G	MOB-8-1.1- MOB-8-1.3- MOB-8-1.4- MOB-8-1.5- MOB-8-1.6	FDOT Work Program, pg 19, Active with EIS.
Sorrento PD&E	ICWW Bridge to Blue Angel Pkwy	FDOT							DG	MOB-8-1.1- MOB-8-1.3- MOB-8-1.4- MOB-8-1.5- MOB-8-1.6	FDOT Work Program, pg 16. PD&E 90% Complete, 30% Design. Active
Pinestead / Longleaf Design & Construction		LOST-III	\$157,064		\$8,000,000	\$8,190,000		\$16,347,064	G	MOB-8-1.1- MOB-8-1.3- MOB-8-1.4- MOB-8-1.5- MOB-8-1.6	TPO priority #11.

Resurfacing	Countywide	LOST-III	\$1,228,674	\$2,452,804	\$1,750,000	\$1,732,689	\$1,584,622	\$9,748,789	R	MOB-8-1.1- MOB-8-1.3- MOB-8-1.4- MOB-8-1.5- MOB-8-1.6	Annual Program
Sidewalks-Design-/Construction		LOST-III	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000	G	MOB-8-1.1- MOB-8-1.3- MOB-8-1.4- MOB-8-1.5- MOB-8-1.6	County-Wide-Safe-Walk-to-School-support-program-
Sidewalks-District-1		LOST-III	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000	G	MOB-8-1.1- MOB-8-1.3- MOB-8-1.4- MOB-8-1.5- MOB-8-1.6	Commissioner-Request-for-Residential-areas-and-School-areas
Traffic-Calming	Countywide	LOST-III				\$200,000		\$200,000	G	MOB-8-1.1- MOB-8-1.3- MOB-8-1.4- MOB-8-1.5- MOB-8-1.6	County-Wide-Program-for-identified-Neighborhood-Traffic-areas-
W-Roberts-Rd-Widening		LOST-III	\$250,000					\$250,000	R	MOB-8-1.1- MOB-8-1.3- MOB-8-1.4- MOB-8-1.5- MOB-8-1.6	improvements-to-support-new-traffic-patterns-due-to-Sector-Plan
DRAINAGE											
Crescent-Lake	-	LOST-III	-	-	-	\$4,000,000	-	-	-	-	COA-1.1.5-INF-3.1.9
Drainage-Basin-Studies	-	LOST-III	-\$450,000	-	-	-	-	-	-	-	COA-1.1.5-INF-3.1.9
Eleven-Mile-Creek-Restoration	-	LOST-III	-	-	-\$1,000,000	-	-	-	-	-	COA-1.1.5-INF-3.1.9
Englewood-Drainage-Improvements	-	LOST-III	-	-	-\$1,000,000	-	-	-	-	-	COA-1.1.5-INF-3.1.9
Fairchild-Drainage-Project	-	LOST-III	-	-	-\$100,000	\$600,000	-	-	-	-	COA-1.1.5-INF-3.1.9
Ferry-Pass-Zones-4&5	-	LOST-III	-	-	-\$120,000	-	-	-	-	-	COA-1.1.5-INF-3.1.9
Ferry-Pass-Zone-2	-	LOST-III	-	-	-\$180,000	-	-	-	-	-	COA-1.1.5-INF-3.1.9
Gulf-Beach-Hwy	-	LOST-III	-\$6,000,000	-	-	-	-	-	-	-	COA-1.1.5-INF-3.1.9
Hwy-297-Drainage	-	LOST-III	-	-	-	-	-\$1,772,000	-	-	-	COA-1.1.5-INF-3.1.9
Jackson-St.-Elysian-Drainage	-	LOST-III	-\$1,500,000	-	-	-	-	-	-	-	COA-1.1.5-INF-3.1.9
L-St.-Pond-Expansion	-	LOST-III	-\$600,000	-	-	-	-	-	-	-	COA-1.1.5-INF-3.1.9
Myrtle-Grove-Jackson	-	LOST-III	-	-	-	\$1,350,000	-	-	-	-	COA-1.1.5-INF-3.1.9
Rebel-Rd	-	LOST-III	-	-	-	-	-\$2,000,000	-	-	-	COA-1.1.5-INF-3.1.9
Water-Quality/Flood-Control	-	LOST-III	-	-	-	-	-\$190,000	-	-	-	COA-1.1.5-INF-3.1.9
PARKS & REC											
Project-Name	Location	Funding-Source	FY-2013	FY-2014	FY-2015	FY-2016	FY-2017	Total-Project-Cost	Code	Comp-Plan-Objectives	Notes
Bayou-Grande-Development-&-Maintenance	-	LOST-III	-	\$200,000	-\$1,700,000	-	-	-	-	CHAPTER-13-GOAL-REC-1	
Land-Adquisition	-	LOST-III	-\$200,000	\$200,000	-\$200,000	\$200,000	-\$200,000	-	-	CHAPTER-13-GOAL-REC-1	
McDaid-Community-Center	-	LOST-III	-	-	-	-	-	-	-	CHAPTER-13-GOAL-REC-1	
Park-Development	-	LOST-III	-\$736,899	\$1,510,702	-\$1,110,702	\$1,110,702	-\$1,110,702	-	-	CHAPTER-13-GOAL-REC-1	
Park-Maintenance-Equipment	-	LOST-III	-\$68,182	\$68,182	-\$68,182	\$68,182	-\$68,182	-	-	CHAPTER-13-GOAL-REC-1	
Park-Mowing	-	LOST-III	-	-	-	-	-	-	-	CHAPTER-13-GOAL-REC-1	
Equestrian-Center-Sound-System-Improvement	-	LOST-III	-	-	-	-	-	-	-	CHAPTER-13-GOAL-REC-1	
SOLID-WASTE											
Project-Name	Location	Funding-Source	FY-2013	FY-2014	FY-2015	FY-2016	FY-2017	Total-Project-Cost	Code	Comp-Plan-Objectives	Notes
Landfill-Mining	Section-5	Solid-Waste-Fund	-	\$200,000	-\$8,831,000	\$200,000	-\$5,921,000	-	-	OBJ-INF-2.1	
Leachate-Pipeline-to-International-Paper	-	Solid-Waste-Fund	-\$1,300,000	-	-	-	-	-	-	OBJ-INF-2.1	

FY 2013-2017

Schedule of Capital Improvements

Annual Update

Schedule (Underline version)

TRANSPORTATION PROJECTS											
Project Name	Location	Funding Source	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Total Project Cost	Code	Comp Plan Objectives	Notes
I-10 @ Beulah Rd Interchange		FDOT			\$ 5,500,000			\$5,500,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Funds to Support Future Interchange at I-10 and Beulah Rd. 2035 LRTP
UW 29 Connector (Beltway)	Mobile Hwy. to Muscogee Rd	LOST III			1,600,000			\$1,600,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	New Road Supporting Sector Plan
Bridge Renovations	Countywide	LOST III	\$1,516,666.00	1,263,170	1,270,162	1,016,666	516,670.00	\$5,583,334	S	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Funds to improve bridge safety. countywide
Burgess Rd Sidewalks	Davis Hwy to Sanders Rd	LOST III				350,000		\$350,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Local Safe Routes To School Program
Blue Angel Parkway ROW	Sorrento to US98	Bond/FDOT			1,400,000	15,000,000		\$16,400,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2015. 2035 LRTP
Burgess Extension Design & ROW	Burgess/Creighton extension from Hillburn	FDOT		\$ 1,100,000.00			\$5,000,000	\$6,100,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO Transportation Improvement Program Priority #9, Const. funds committed in out years
Congestion Improvements	Countywide	LOST III	\$1,808,532	\$837,000	\$818,000	\$1,618,000		\$5,081,532		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Projects to improve traffic and freight flow.
Dirt Rd Paving	Countywide	LOST III	\$2,300,000	\$2,500,000	\$2,500,000	\$3,000,000		\$10,300,000	R	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Revolving Maintenance Program to prevent sediment run-off and reduce road repair.
E' Street Improvements	Texar to Cervantes	LOST III			\$400,000			\$400,000		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	
Gulf Beach Hwy (SR292) Corridor Study Projects	Navy Blvd to Sorrento	TPO/LOST III	\$ 1,500,000					\$1,500,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO pg 2.2. Design underway, ROW funded in 2013.
Highway 297A Widening		LOST III			\$ 1,118,781			\$1,118,781	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	
ITS Application		LOST III / TPO				\$1,462,936		\$1,462,936	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO priority #6 with annual funding
JPA Design Box		LOST III			\$300,154	\$ 600,000		\$900,154	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Funds to Support the advancement of any 5-year FDOT projects if determined as a need.
Neighborhood Enhancements	Countywide	LOST III	\$1,400,000	\$ 700,000	\$700,000	\$2,800,000		\$5,600,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Program to provide amenities based on warranted needs.
Nine Mile Rd Improvements ROW & CST	Pine Forest to Hwy 29	FDOT		\$2,445,000			\$10,300,000	\$12,745,000	DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO Transportation Improvement Program Priority #9.
Olive Rd Corridor - Phase I	Davis and Old Palafox	LOST III						\$0	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Funds Encumbered in Past Years
Olive Rd Corridor - Phase II	Scenic Hwy to Davis Hwy	LOST III							G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Funds Encumbered in Past Years
Perdido Key Wildlife Study	AL state line to ICWW Bridge	FDOT	\$135,000					\$135,000	DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Perdido Key Beach Mouse
Perdido Key Drive PD&E	Perdido Key. Dr between AL and the south end of ICWW Bridge to Blue Angel Pkwy	FDOT					2,500,000	\$2,500,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Future Capacity. 2035 LRTP
Sorrento ROW		Local Bond		\$2,000,000				\$2,000,000	DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO Priority #17
Pinestead / Longleaf Design & Construction		LOST III		\$6,000,000	\$8,190,000			\$14,190,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO priority #11.
Resurfacing	Countywide	LOST III	\$3,452,804	\$1,750,000	\$1,732,689	\$1,584,622		\$8,520,115	R	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Annual Program
Sidewalks Design / Construction		LOST III	\$500,000	\$500,000	\$500,000	\$900,000		\$2,400,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	County Wide Safe Walk to School support program.
Sidewalks District 1		LOST III	\$100,000	\$100,000	\$100,000	\$100,000		\$400,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Commissioner Request for Residential areas and School areas
Traffic Calming	Countywide	LOST III			\$200,000			\$200,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	County Wide Program for identified Neighborhood Traffic areas.

STORM WATER											
Project Name	Location	Funding Source	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Total Project Cost	Code	Comp Plan Objectives	Notes
Avery Street Drainage	Avery	LOST III		\$1,000,000						COA 1.1.5 INF 3.1.9	-
Beach Haven	Beach Haven	LOST III		\$1,700,000						COA 1.1.5 INF 3.1.9	-
Coral Creek Subdivision	Coral Creek	LOST III	\$785,000							COA 1.1.5 INF 3.1.9	-
Cove Avenue/Barmel		LOST III	\$1,328,000							COA 1.1.5 INF 3.1.9	-
Crescent Lake		LOST III			\$4,000,000					COA 1.1.5 INF 3.1.9	-
Drainage Basin Studies		LOST III								COA 1.1.5 INF 3.1.9	-
Eleven Mile Creek Restoration		LOST III		\$1,000,000						COA 1.1.5 INF 3.1.9	-
Englewood Drainage Improvements		LOST III		\$1,000,000						COA 1.1.5 INF 3.1.9	-
Fairchild Drainage Project		LOST III		\$100,000	\$600,000					COA 1.1.5 INF 3.1.9	-
Ferry Pass Zones 4&5		LOST III		\$120,000						COA 1.1.5 INF 3.1.9	-
Ferry Pass Zone 2		LOST III		\$180,000						COA 1.1.5 INF 3.1.9	-
Gulf Beach Hwy		LOST III								COA 1.1.5 INF 3.1.9	-
Hwy 297 Drainage		LOST III				\$1,772,000				COA 1.1.5 INF 3.1.9	-
Jackson St, Elysian Drainage		LOST III								COA 1.1.5 INF 3.1.9	-
L St, Pond Expansion		LOST III								COA 1.1.5 INF 3.1.9	-
Myrtle Grove Jackson		LOST III			\$1,350,000					COA 1.1.5 INF 3.1.9	-
Rebel Rd		LOST III				\$2,000,000				COA 1.1.5 INF 3.1.9	-
Water Quality/Flood Control		LOST III				\$190,000				COA 1.1.5 INF 3.1.9	-
PARKS & REC											
Project Name	Location	Funding Source	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Total Project Cost	Code	Comp Plan Objectives	Notes
Bayou Grande Development & Maintenance		LOST III	\$200,000	\$1,700,000						CHAPTER 13 GOAL REC 1	-
Land Adquisition		LOST III	\$200,000	\$200,000	\$200,000	\$200,000				CHAPTER 13 GOAL REC 1	-
MdDavid Community Center		LOST III								CHAPTER 13 GOAL REC 1	-
Park Development		LOST III	\$1,510,702	\$1,110,702	\$1,110,702	\$1,110,702				CHAPTER 13 GOAL REC 1	-
Park Maintenance Equipment		LOST III	\$68,182	\$68,182	\$68,182	\$68,182				CHAPTER 13 GOAL REC 1	-
Park Mowing		LOST III								CHAPTER 13 GOAL REC 1	-
Equestrian Center Sound System Improvement		LOST III								CHAPTER 13 GOAL REC 1	-
SOLID WASTE											
Project Name	Location	Funding Source	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Total Project Cost	Code	Comp Plan Objectives	Notes
Section Five Expansion – Cell Design and Construction		Solid Waste Fund 401		\$200,000	\$7,311,000	\$200,000	\$5,921,000				
Perdido Landfill Haul Road Improvements		Solid Waste Fund 401	\$230,000								
Landfill Gas Expansion		Solid Waste Fund 401	\$230,000								
Design and Construction for Leachate Pipeline to International Paper		Solid Waste Fund 401	\$200,000	\$1,100,000							

FY 2013-2017

Schedule of Capital Improvements

Annual Update

Office of Management & Budget Documentation

FORECAST

Description	FY 2013/2014	FY 2014/2015	FY 2015/2016	FY 2016/2017	FY 2017/2018
Countywide Property Tax Base	13,571,867	13,707,586	13,844,662	13,983,108	14,122,939
Unincorporated Property Tax Base	9,484,921	9,579,770	9,675,567	9,772,323	9,870,046
Historical % Increase in Ad Valorem	0.99%	0.99%	0.99%	0.99%	0.99%
Countywide Millage Rate	6.6165	6.6165	6.6165	6.6165	6.6165
Law Enforcement Millage Rate	0.685	0.685	0.685	0.685	0.685
Library Millage Rate	0.359	0.359	0.359	0.359	0.359

Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program

Description	Adopted Total 2013/14	2014/15	2015/16	2016/17	2017/18
FUND: GENERAL FUND					
Facilities Management - Juvenile Justice					
1 New Security DVR Installation	5,000	0	0	0	0
Facilities Management					
1 Replacement or Upgrade Chiller (Community Probation)	86,200	0	0	0	0
1 Install 3 Variable Air Volume Boxes with Heat (Property Appraiser)	21,000	0	0	0	0
1 Light Retrofit - Energy Conservation (Misc Buildings)	30,000	0	0	0	0
Animal Services					
1 Mobile Animal Lift Table	3,000	0	0	0	0
Public Information Office					
1 Replacement of Camera/Equipment for Outside ECTV Shoots	5,000	0	0	0	0
Supervisor of Elections					
1 Replacement Vehicle (Ford Transit)	20,000	0	0	0	0
1 Mail Equipment Replacement	20,000	0	0	0	0
1 Laptop Replacement (3)	5,000	0	0	0	0
Total General Fund	195,200	0	0	0	0
FUND: OTHER GRANTS AND PROJECTS					
Florida Boating Improvement Funds					
110 Acquisition of property and Construction of a Boat Ramp on Perdido Bay	60,000	0	0	0	0
Total Other Grants and Projects Fund	60,000	0	0	0	0
FUND: JAIL INMATE COMMISSARY					
Inmate Commissary					
111 Inmate Commissary Capital	201,738	0	0	0	0
Jail Inmate Commissary Fund	201,738	0	0	0	0
FUND: LIBRARY					
Library Operations					
113 Books, Publications and Library Materials	235,993	0	0	0	0
Library Information Systems					
113 Replacement Laptops (15)	17,250	0	0	0	0
113 Replacement Desktops (15)	14,250	0	0	0	0
113 Server Hardware	16,500	0	0	0	0
Total Library Fund	283,993	0	0	0	0
FUND: ARTICLE V FUND					
State Attorney - Escambia County (Circuit Criminal)					
115 Desktop PC's (15)	21,000	0	0	0	0
115 Network Printers (3)	2,000	0	0	0	0
115 Network Switch (7)	7,000	0	0	0	0
State Attorney - Santa Rosa County					
115 Desktop PC's (10)	14,000	0	0	0	0
State Attorney - Okaloosa County					
115 Desktop PC's (10)	14,000	0	0	0	0
State Attorney - Walton County					
115 Desktop PC's (5)	7,000	0	0	0	0
115 Network Printer	1,800	0	0	0	0
Court Technology					

**Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program**

Description	Adopted Total 2013/14	2014/15	2015/16	2016/17	2017/18
115 Polycom MCU Video Conferencing Unit (1)	12,750	0	0	0	0
115 Laptop (1)	1,250	0	0	0	0
Court Security Division - Escambia County					
115 Security Equipment	5,000	0	0	0	0
Court Technology Division - Santa Rosa County					
115 Polycom Video Conferencing Units (2)	14,000	0	0	0	0
115 DFS Server (Dell Server)	5,000	0	0	0	0
115 Laptops (2)	2,500	0	0	0	0
Court Technology Division - Okaloosa County					
115 Polycom Video Conferencing Units (3)	26,750	0	0	0	0
115 DFS Server (Dell Server)	5,000	0	0	0	0
115 Laptops (2)	2,500	0	0	0	0
Regional Conflict Counsel					
115 Laptops (7)	10,000	0	0	0	0
Total Article V Fund	151,550	0	0	0	0
FUND: CDBG HUD ENTITLEMENT FUND					
2013 HUD Community Block Development					
129 Fire Hydrant/Main Upgrade Improvements	90,000	0	0	0	0
129 County Facility H/C Access Improvements	45,000	0	0	0	0
129 Neighborhood Improvement Projects (CRA & County Projects TBD)	80,305	0	0	0	0
2012 HUD Community Block Development					
129 County Facility H/C Access Improvements	50,000	0	0	0	0
129 Neighborhood Improvement Projects (CRA & County Projects TBD)	200,719	0	0	0	0
2011 HUD Community Block Development					
129 County Facility H/C Access Improvements	50,000	0	0	0	0
129 Neighborhood Improvement Projects (CRA & County Projects TBD)	225,095	0	0	0	0
2010 HUD Community Block Development					
129 County Facility H/C Access Improvements	45,106	0	0	0	0
129 Neighborhood Improvement Projects (Englewood Center)	110,000	0	0	0	0
2009 HUD Community Block Development					
129 Neighborhood Improvement Projects (Lexington Terrace Stormwater)	9,800	0	0	0	0
129 County Facility H/C Access Improvements	8,291	0	0	0	0
2008 HUD Community Block Development					
129 County Facility H/C Access Improvements	5,087	0	0	0	0
Total CDBG HUD Entitlement Fund	919,403	0	0	0	0
FUND: COMMUNITY REDEVELOPMENT FUND					
Community Redevelopment Brownsville					
151 Property Acquisition - Frontera Circle	35,000	0	0	0	0
151 Property Acquisition - Anthony Street	50,000	0	0	0	0
151 Property Acquisition - Godwin Street	40,000	0	0	0	0
151 Pace Boulevard Streetscaping	50,000	0	0	0	0
Community Redevelopment Warrington					
151 Park Improvements	65,000	0	0	0	0
Community Redevelopment Palafox					
151 Pace Boulevard Streetscaping	50,000	0	0	0	0
Community Redevelopment Barrancas					

**Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program**

Description	Adopted Total 2013/14	2014/15	2015/16	2016/17	2017/18
151 Lexington Terrace Park Improvements	50,000	0	0	0	0
Community Redevelopment Englewood					
151 Pace Boulevard Streetscaping	50,000	0	0	0	0
Total Community Redevelopment Fund	390,000	0	0	0	0
FUND: TRANSPORTATION TRUST FUND Fleet Maintenance					
175 Bushogs	46,000	0	0	0	0
175 Dump Truck	35,848	0	0	0	0
175 Lowboy Trailer	15,000	0	0	0	0
Total Transportation Trust Fund	96,848	0	0	0	0
FUND: MASTER DRAINAGE BASINS Engineering					
181 Drainage Projects	45,810	0	0	0	0
Total Master Drainage Basins	45,810	0	0	0	0
FUND: LOCAL OPTION SALES TAX III Public Facilities & Projects					
352 District IV Project	0	0	0	880,000	0
352 Libraries/Community Center	0	0	0	875,000	0
352 Maintenance Shop/Storage - Main Jail	0	0	0	125,000	0
352 Old Molino School	125,000	0	0	0	0
352 Voting Machine Replacements - Supervisor of Elections	0	180,620	85,000	0	602,782
352 4-H Barn/Pig Farm	250,000	0	0	0	0
352 Englewood/Boys & Girls Club	150,000	0	0	0	0
Judicial Capital Improvements					
352 Build out Judges Chambers on 5th Floor	2,000,000	0	0	0	0
Natural Resources/Community Redevelopment					
352 Beachhaven Drainage Project	0	0	215,000	0	0
352 CRA Sewer Expansion: Beach Haven, Bellshead, Mob Hwy., Englewood	0	0	0	228,000	0
352 Environmentally Sensitive Lands Acquisition and Mitigation Bank	100,000	100,000	100,000	100,000	0
352 Navy Boulevard Project	982,000	10,000	0	0	0
352 Palafox Commerce Park Infrastructure	0	190,000	0	0	0
Parks and Recreation					
352 Land Acquisition	200,000	200,000	200,000	200,000	0
352 Park Development/Bayou Grande	468,379	2,810,702	1,110,702	1,110,702	1,110,702
352 Park Maintenance Equipment	68,182	68,182	68,182	68,182	68,182
Fire Services					
352 Fire Station in Beulah	0	1,904,380	0	0	0
352 Vehicle/Apparatus Replacement	250,000	998,659	998,659	998,659	1,099,753
Public Safety					
352 3/4 Ton Cab/Chassis and/or 4WD P/U	11,246	53,385	54,933	55,000	0
352 Ambulances	700,000	720,000	925,000	950,000	0
352 Defibrillators	0	960,000	0	0	0
352 Handheld Pulse OX/Cap Machines	40,000	0	0	0	0
352 Laptop Computers	32,400	44,800	34,800	35,000	0
352 Mobile Radios	39,200	40,000	52,000	55,000	0
352 Portable Suctions	0	0	27,000	0	0
352 Stairchairs	0	30,000	0	0	0
352 Stretchers	0	150,000	0	0	0
352 Animal Transport Unit	15,807	16,281	16,770	17,000	0
352 Portable Generator Replacement	0	22,000	22,000	0	0
352 Public Safety Vehicle 4x4 (Pre/Post Disaster)	38,000	135,000	62,000	0	0
352 Rebanding Initiative	40,634	0	0	0	0
352 Tractor/Chassis Replacement for Command Vehicle	0	300,000	0	0	0
Transportation					

**Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program**

Description	Adopted Total 2013/14	2014/15	2015/16	2016/17	2017/18
352 Beulah Road Improvements/Beltway	0	0	0	700,000	0
352 Bobe Street Sidewalks	300,000	0	0	0	0
352 Bridge Renovations	1,516,666	1,263,170	1,270,162	1,016,666	516,670
352 Burgess Road Sidewalks	0	0	350,000	0	0
352 Congestion Improvements	1,308,532	837,000	818,000	1,618,000	0
352 Dirt Road Paving	2,300,000	2,500,000	2,500,000	3,000,000	0
352 E Street (Leonard to Cervantes)	0	0	400,000	0	0
352 East/West Longleaf Drive	0	8,000,000	8,190,000	0	0
352 Drainage	0	0	0	0	0
352 Hwy 297A Widening (Box) and Drainage	0	0	3,000,000	0	0
352 ITS Application (Box)	0	0	0	1,462,936	0
352 JPA/Design Box	0	0	0	300,154	599,846
352 Neighborhood Enhancements	1,400,000	700,000	700,000	2,800,000	0
352 Olive Road	0	0	0	0	0
352 Resurfacing	3,452,804	1,750,000	1,732,689	1,584,622	751,211
352 Sidewalks	500,000	500,000	500,000	900,000	0
352 Sidewalks District I	100,000	100,000	100,000	100,000	0
352 Traffic Calming	0	0	200,000	0	0
Drainage					
352 Avery Street Drainage	0	1,000,000	0	0	0
352 Beach Haven	0	1,700,000	0	0	0
352 Coral Creek Subdivision Drainage	285,000	0	0	0	0
352 Cove Avenue/Barmel Drainage	1,153,000	0	0	0	0
352 Crescent Lake	0	0	4,000,000	0	0
352 Delano Road Drainage	500,000	0	0	0	0
352 Eleven Mile Creek Restoration	0	1,000,000	0	0	0
352 Englewood Drainage/Neighborhood Improvements	0	1,000,000	0	0	0
352 Fairchild Drainage Project	0	100,000	600,000	0	0
352 Ferry Pass Zone 4 & 5	0	120,000	0	0	0
352 Ferry Pass, Zone 2 Drainage Project	0	180,000	0	0	0
352 Grande Lagoon Drainage Study	500,000	0	0	0	0
352 Gulf Beach Highway	6,000,000	0	0	0	0
352 Highway 297 Drainage	0	0	0	1,772,000	0
352 Jackson Street, Elysian Drainage Improvements	1,500,000	0	0	0	0
352 L Street Pond Expansion	600,000	0	0	0	0
352 Myrtle Grove Jackson	0	0	1,350,000	0	0
352 Nims Lane Drainage	175,000	0	0	0	0
352 Rebel Road	0	0	0	2,000,000	0
352 Water Quality/Flood Control	0	0	0	190,000	0
Sheriff					
352 Detention Facilities	240,000	240,000	240,000	7,561,796	0
352 Detention Vehicle Replacement	200,000	200,000	200,000	200,000	200,000
352 Sheriff Vehicle Replacement	2,941,818	2,941,818	2,941,818	2,681,818	2,681,818
Total Local Option Sales Tax III Fund	30,483,668	33,065,997	33,064,715	31,705,535	7,630,964
FUND: SOLID WASTE FUND					
Administration Division					
401 Desktop PC (2) (HP5N) & Optiplex)	2,800	0	0	0	0
401 Laptop Computer (1)	1,300	0	0	0	0
401 Printers (2)	8,900	0	0	0	0
Engineering & Environmental Quality Division					
401 Submersible Pumps (3)	15,000	0	0	0	0
Recycling Division					
401 Laptop Computer (1)	1,300	0	0	0	0
401 Recycling Containers (7)	23,700	0	0	0	0
401 Roll-Off Truck	175,000	0	0	0	0
Palafox Transfer Station					
401 Resurface Tipping Floor	125,000	0	0	0	0
401 Install Irrigation System	15,000	0	0	0	0
Landfill Gas to Energy					
401 De-watering Pumps (2)	10,000	0	0	0	0

Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program

Description	Adopted Total 2013/14	2014/15	2015/16	2016/17	2017/18
Operations Division					
401 Bulldozer (60,000lb.) (Rebuild)	300,000	0	0	0	0
401 Desktop PC's (2)	2,800	0	0	0	0
401 Dump Truck (25 Ton 6x6 Articulated)	400,000	0	0	0	0
401 Hydraulic Excavator (80,000lb.)	400,000	0	0	0	0
401 Hydraulic Pump (4")	30,000	0	0	0	0
401 Mechanics Truck	100,000	0	0	0	0
401 Road Prison Officer Crew Truck (2)	140,000	0	0	0	0
401 Tip Loader (4 yd High)	275,000	0	0	0	0
401 Water Truck Conversion	100,000	0	0	0	0
Projects Division					
401 Landfill Mining - Section 5	388,000	7,205,000	1,628,000	0	4,333,000
401 Leachate Pipeline to International Paper	1,300,000	0	0	0	0
Total Solid Waste Fund	3,813,800	7,205,000	1,628,000	0	4,333,000
FUND: EMERGENCY MANAGEMENT SERVICES					
EMS Operations					
408 Security Camera	4,000	0	0	0	0
408 GETAC Computers (5)	19,000	0	0	0	0
408 Couches (2)	2,130	0	0	0	0
408 Desktop PC's (2)	3,000	0	0	0	0
408 Laptop (Paging)	1,800	0	0	0	0
Total Emergency Management Services Fund	29,930	0	0	0	0
FUND: CIVIC CENTER FUND					
409 Air Mover Fans	3,000	0	0	0	0
409 Basketball Floor and Goals	0	0	0	150,000	0
409 Boiler	40,000	0	40,000	0	0
409 Box Truck	0	0	35,000	0	0
409 Carpet	20,000	0	0	0	0
409 Computer/software	10,000	0	0	0	25,000
409 Event Curtain	25,000	0	25,000	0	0
409 Kitchen Equipment	0	25,000	25,000	0	0
409 Landscape Property Enhancements	0	0	35,000	0	90,000
409 Merchandise Area Upgrades	0	20,000	0	0	0
409 New stage - wheels	0	0	0	0	60,000
409 Office Furniture	0	0	0	0	25,000
409 Painting	25,000	0	0	25,000	0
409 Parking lot re-surface	0	100,000	0	0	0
409 Parking Lot Signage	5,000	0	0	0	0
409 Roll-up Door - Admin	0	8,000	0	0	0
409 Scissor Lift	0	25,000	0	0	0
409 Sound System - Meeting Rooms	0	0	0	25,000	0
409 Storefront entrance doors	50,000	0	0	0	0
409 Tables	22,000	22,000	25,000	0	0
409 Utility Vehicle-Gator	0	0	15,000	0	0
Total Civic Center Fund	200,000	200,000	200,000	200,000	200,000
FUND: INTERNAL SERVICE FUND					
501 Wellness Equipment	10,000	0	0	0	0
Total Civic Center Fund	10,000	0	0	0	0
GRAND TOTAL:	36,881,940	40,470,997	34,892,715	32,845,535	12,163,964

Escambia County Government
Office of Management & Budget
Adopted Capital Project Request FY 13/14
& Five Year Operating Costs
(ROUTINE)

Description	Adopted	Five-Year Operating Projection				
	Total 2013/14	2014/15	2015/16	2016/17	2017/18	2018/19
FUND: GENERAL FUND						
Facilities Management - Juvenile Justice						
1 New Security DVR Installation	5,000	0	0	0	0	0
Facilities Management						
1 Replacement or Upgrade Chiller (Community Probation)	86,200	0	0	0	0	0
1 Install 3 Variable Air Volume Boxes with Heat (Property Appraiser)	21,000	0	0	0	0	0
1 Light Retrofit - Energy Conservation (Misc Buildings)	30,000	0	0	0	0	0
Animal Services						
1 Mobile Animal Lift Table	3,000	0	0	0	0	0
Public Information Office						
1 Replacement of Camera/Equipment for Outside ECTV Shoots	5,000	0	0	0	0	0
Supervisor of Elections						
1 Replacement Vehicle (Ford Transit)	20,000	1,000	1,000	1,000	1,000	1,000
1 Mail Equipment Replacement	20,000	0	0	0	0	0
1 Laptop Replacement (3)	5,000	0	0	0	0	0
Total General Fund	195,200	1,000	1,000	1,000	1,000	1,000
FUND: OTHER GRANTS AND PROJECTS						
Florida Boating Improvement Funds						
110 Acquisition of property and Construction of a Boat Ramp on Perdido Bay	60,000	0	0	0	0	0
Total Other Grants and Projects Fund	60,000	0	0	0	0	0
FUND: JAIL INMATE COMMISSARY						
Inmate Commissary						
111 Inmate Commissary Capital	201,738	50,000	50,000	50,000	50,000	50,000
Jail Inmate Commissary Fund	201,738	0	0	0	0	0
FUND: LIBRARY						
Library Operations						
113 Books, Publications and Library Materials	235,993	0	0	0	0	0
Library Information Systems						
113 Replacement Laptops (15)	17,250	0	0	0	0	0
113 Replacement Desktops (15)	14,250	0	0	0	0	0
113 Server Hardware	16,500	0	0	0	0	0
Total Library Fund	283,993	0	0	0	0	0
FUND: ARTICLE V FUND						
State Attorney - Escambia County (Circuit Criminal)						
115 Desktop PC's (15)	21,000	0	0	0	0	0
115 Network Printers (3)	2,000	120	120	120	120	120
115 Network Switch (7)	7,000	0	0	0	0	0
State Attorney - Santa Rosa County						
115 Desktop PC's (10)	14,000	0	0	0	0	0
State Attorney - Okaloosa County						
115 Desktop PC's (10)	14,000	0	0	0	0	0
State Attorney - Walton County						
115 Desktop PC's (5)	7,000	0	0	0	0	0
115 Network Printer	1,800	120	120	120	120	120
Court Technology						

Escambia County Government
Office of Management & Budget
Adopted Capital Project Request FY 13/14
& Five Year Operating Costs
(ROUTINE)

Description	Adopted Total 2013/14	Five-Year Operating Projection				
		2014/15	2015/16	2016/17	2017/18	2018/19
115 Polycom MCU Video Conferencing Unit (1)	12,750	0	0	0	0	0
115 Laptop (1)	1,250	0	0	0	0	0
Court Security Division - Escambia County						
115 Security Equipment	5,000	0	0	0	0	0
Court Technology Division - Santa Rosa County						
115 Polycom Video Conferencing Units (2)	14,000	0	0	0	0	0
115 DFS Server (Dell Server)	5,000	0	0	0	0	0
115 Laptops (2)	2,500	0	0	0	0	0
Court Technology Division - Okaloosa County						
115 Polycom Video Conferencing Units (3)	26,750	0	0	0	0	0
115 DFS Server (Dell Server)	5,000	0	0	0	0	0
115 Laptops (2)	2,500	0	0	0	0	0
Regional Conflict Counsel						
115 Laptops (7)	10,000	0	0	0	0	0
Total Article V Fund	151,550	240	240	240	240	240
FUND: CDBG HUD ENTITLEMENT FUND						
2013 HUD Community Block Development						
129 Fire Hydrant/Main Upgrade Improvements	90,000	0	0	0	0	0
129 County Facility H/C Access Improvements	45,000	0	0	0	0	0
129 Neighborhood Improvement Projects (CRA & County Projects TBD)	80,305	0	0	0	0	0
2012 HUD Community Block Development						
129 County Facility H/C Access Improvements	50,000	0	0	0	0	0
129 Neighborhood Improvement Projects (CRA & County Projects TBD)	200,719	0	0	0	0	0
2011 HUD Community Block Development						
129 County Facility H/C Access Improvements	50,000	0	0	0	0	0
129 Neighborhood Improvement Projects (CRA & County Projects TBD)	225,095	0	0	0	0	0
2010 HUD Community Block Development						
129 County Facility H/C Access Improvements	45,106	0	0	0	0	0
129 Neighborhood Improvement Projects (Englewood Center)	110,000	0	0	0	0	0
2009 HUD Community Block Development						
129 Neighborhood Improvement Projects (Lexington Terrace Stormwater)	9,800	0	0	0	0	0
129 County Facility H/C Access Improvements	8,291	0	0	0	0	0
2008 HUD Community Block Development						
129 County Facility H/C Access Improvements	5,087	0	0	0	0	0
Total CDBG HUD Entitlement Fund	919,403	0	0	0	0	0
FUND: COMMUNITY REDEVELOPMENT FUND						
Community Redevelopment Brownsville						
151 Property Acquisition - Frontera Circle	35,000	0	0	0	0	0
151 Property Acquisition - Anthony Street	50,000	0	0	0	0	0
151 Property Acquisition - Godwin Street	40,000	0	0	0	0	0
151 Pace Boulevard Streetscaping	50,000	0	0	0	0	0
Community Redevelopment Warrington						
151 Park Improvements	65,000	0	0	0	0	0
Community Redevelopment Palafox						
151 Pace Boulevard Streetscaping	50,000	0	0	0	0	0
Community Redevelopment Barrancas						

Escambia County Government
Office of Management & Budget
Adopted Capital Project Request FY 13/14
& Five Year Operating Costs
(ROUTINE)

Description	Adopted	Five-Year Operating Projection				
	Total 2013/14	2014/15	2015/16	2016/17	2017/18	2018/19
151 Lexington Terrace Park Improvements	50,000	0	0	0	0	0
Community Redevelopment Englewood						
151 Pace Boulevard Streetscaping	50,000	0	0	0	0	0
Total Community Redevelopment Fund	390,000	0	0	0	0	0
FUND: TRANSPORTATION TRUST FUND						
Fleet Maintenance						
175 Bushogs	46,000	0	0	0	0	0
175 Dump Truck	35,848	0	0	0	0	0
175 Lowboy Trailer	15,000	0	0	0	0	0
Total Transportation Trust Fund	96,848	0	0	0	0	0
FUND: MASTER DRAINAGE BASINS						
Engineering						
181 Drainage Projects	45,810	0	0	0	0	0
Total Master Drainage Basins	45,810	0	0	0	0	0
FUND: LOCAL OPTION SALES TAX III						
Public Facilities & Projects						
352 Old Molino School	125,000	0	0	0	0	0
352 4-H Barn/Pig Farm	250,000	0	0	0	0	0
352 Englewood/Boys & Girls Club	150,000	0	0	0	0	0
Natural Resources/Community Redevelopment						
352 Environmentally Sensitive Lands Acquisition and Mitigation Bank	100,000	0	0	0	0	0
352 Navy Boulevard Project	982,000	0	0	0	0	0
Parks and Recreation						
352 Land Acquisition	200,000	0	0	0	0	0
352 Park Development/Bayou Grande	468,379	0	0	0	0	0
352 Park Maintenance Equipment	68,182	2,500	2,500	2,500	2,500	2,500
Fire Services						
352 Vehicle/Apparatus Replacement	250,000	50,000	50,000	50,000	50,000	50,000
Public Safety						
352 3/4 Ton Cab/Chassis and/or 4WD P/U	11,246	1,000	1,000	1,000	1,000	1,000
352 Ambulances	700,000	52,000	52,000	52,000	52,000	52,000
352 Handheld Pulse OX/Cap Machines	40,000	0	0	0	0	0
352 Laptop Computers	32,400	0	0	0	0	0
352 Mobile Radios	39,200	0	0	0	0	0
352 Animal Transport Unit	15,807	1,500	1,500	1,500	1,500	1,500
352 Public Safety Vehicle 4x4 (Pre/Post Disaster)	38,000	1,750	1,750	1,750	1,750	1,750
352 Rebanding Initiative	40,634	0	0	0	0	0
Transportation						
352 Bobe Street Sidewalks	300,000	0	0	0	0	0
352 Bridge Renovations	1,516,666	0	0	0	0	0
352 Congestion Improvements	1,308,532	0	0	0	0	0
352 Dirt Road Paving	2,300,000	0	0	0	0	0
352 Neighborhood Enhancements	1,400,000	0	0	0	0	0
352 Resurfacing	3,452,804	0	0	0	0	0
352 Sidewalks	500,000	0	0	0	0	0
352 Sidewalks District I	100,000	0	0	0	0	0
Drainage						
352 Coral Creek Subdivision Drainage	285,000	0	0	0	0	0
352 Cove Avenue/Barnel Drainage	1,153,000	0	0	0	0	0
352 Delano Road Drainage	500,000	0	0	0	0	0
352 Grande Lagoon Drainage Study	500,000	0	0	0	0	0
352 Gulf Beach Highway	6,000,000	0	0	0	0	0
352 Jackson Street, Elysian Drainage Improvements	1,500,000	0	0	0	0	0

Escambia County Government
Office of Management & Budget
Adopted Capital Project Request FY 13/14
& Five Year Operating Costs
(ROUTINE)

Description	Adopted Total 2013/14	Five-Year Operating Projection				
		2014/15	2015/16	2016/17	2017/18	2018/19
352 L Street Pond Expansion	600,000	0	0	0	0	0
352 Nims Lane Drainage	175,000	0	0	0	0	0
Sheriff						
352 Detention Facilities	240,000	0	0	0	0	0
352 Detention Vehicle Replacement	200,000					
352 Sheriff Vehicle Replacement	2,941,818	353,182	353,182	353,182	353,182	353,182
Total Local Option Sales Tax III Fund	28,483,668	461,932	461,932	461,932	461,932	461,932
FUND: SOLID WASTE FUND						
Administration Division						
401 Desktop PC (2) (HP5N) & Optiplex)	2,800	0	0	0	0	0
401 Laptop Computer (1)	1,300	0	0	0	0	0
401 Printers (2)	8,900	400	410	420	430	440
Engineering & Environmental Quality Division						
401 Submersible Pumps (3)	15,000	0	0	0	0	0
Recycling Division						
401 Laptop Computer (1)	1,300	0	0	0	0	0
401 Recycling Containers (7)	23,700	0	0	0	0	0
401 Roll-Off Truck	175,000	32,000	32,000	32,000	32,000	32,000
Palafox Transfer Station						
401 Resurface Tipping Floor	125,000	0	0	0	0	0
401 Install Irrigation System	15,000	0	0	0	0	0
Landfill Gas to Energy						
401 De-watering Pumps (2)	10,000	150	150	150	150	150
Operations Division						
401 Bulldozer (60,000lb.) (Rebuild)	300,000	50,000	50,000	50,000	50,000	50,000
401 Desktop PC's (2)	2,800	0	0	0	0	0
401 Dump Truck (25 Ton 6x6 Articulated)	400,000	52,000	52,000	52,000	52,000	52,000
401 Hydraulic Excavator (80,000lb.)	400,000	52,000	52,000	52,000	52,000	52,000
401 Hydraulic Pump (4")	30,000	2,500	2,500	2,500	2,500	2,500
401 Mechanics Truck	100,000	6,000	6,000	6,000	6,000	6,000
401 Road Prison Officer Crew Truck (2)	140,000	19,000	19,000	19,000	19,000	19,000
401 Tip Loader (4 yd High)	275,000	45,000	45,000	45,000	45,000	45,000
401 Water Truck Conversion	100,000	15,000	15,000	15,000	15,000	15,000
Projects Division						
401 Landfill Mining - Section 5	388,000	0	0	0	0	0
Total Solid Waste Fund	2,513,800	274,050	274,060	274,070	274,080	274,090
FUND: EMERGENCY MANAGEMENT SERVICES						
EMS Operations						
408 Security Camera	4,000	0	0	0	0	0
408 GETAC Computers (5)	19,000	0	0	0	0	0
408 Couches (2)	2,130	0	0	0	0	0
408 Desktop PC's (2)	3,000	0	0	0	0	0
408 Laptop (Paging)	1,800	0	0	0	0	0
Total Emergency Management Services Fund	29,930	0	0	0	0	0
FUND: CIVIC CENTER FUND						
409 Air Mover Fans	3,000	0	0	0	0	0
409 Boiler	40,000	0	0	0	0	0
409 Carpet	20,000	0	0	0	0	0
409 Computer/Software	10,000	0	0	0	0	0
409 Event Curtain	25,000	0	0	0	0	0
409 Painting	25,000	0	0	0	0	0
409 Parking Lot Signage	5,000	0	0	0	0	0

Escambia County Government
Office of Management & Budget
Adopted Capital Project Request FY 13/14
& Five Year Operating Costs
(ROUTINE)

Description	Adopted Total 2013/14	Five-Year Operating Projection				
		2014/15	2015/16	2016/17	2017/18	2018/19
409 Storefront Entrance Doors	50,000	0	0	0	0	0
409 Tables	22,000	0	0	0	0	0
Total Civic Center Fund	200,000	0	0	0	0	0
FUND: INTERNAL SERVICE FUND						
501 Wellness Equipment	10,000	250	250	250	250	250
Total Civic Center Fund	10,000	250	250	250	250	250
GRAND TOTAL:	33,581,940	762,472	762,482	762,492	762,502	762,512

Escambia County Local Option Sales Tax III						
Transportation and Drainage						
210107						
#	Project	Budget 2014	Budget 2015	Budget 2016	Budget 2017	Budget 2018
Transportation						
08EN0021	Beulah Road Improvements/Beltway				700,000.00	
12EN2003	Bobo Street Sidewalks	300,000.00	0.00			
13EN2188	Bridge Renovations	1,516,666.00	1,263,170.00	1,270,162.00	1,016,666.00	516,670.00
	Burgess Road Sidewalks			350,000.00		
	Congestion Improvements	1,308,532.00	837,000.00	818,000.00	1,618,000.00	
08EN0068	Dirt Road Paving	2,300,000.00	2,500,000.00	2,500,000.00	3,000,000.00	
	E Street (Leonard to Cervantes)			400,000.00		
08EN0078	East/West Longleaf Drive		8,000,000.00	8,190,000.00		
08EN0105	Highway 297A Widening (Box) and Drainage			3,000,000.00		
11EN1028	ITS Application (Box)				1,462,936.00	
10EN0068	JPA/Design Box				300,154.00	599,846.00
12EN1738	Neighborhood Enhancements	1,400,000.00	700,000.00	700,000.00	2,800,000.00	
08EN0208	Resurfacing	3,452,804.00	1,750,000.00	1,732,689.00	1,584,622.00	751,211.00
08EN0228	Sidewalks	500,000.00	500,000.00	500,000.00	900,000.00	
08EN0211	Sidewalks District I	100,000.00	100,000.00	100,000.00	100,000.00	
08EN0268	Traffic Calming			200,000.00		
	Total Transportation	\$10,878,002.00	\$15,650,170.00	\$19,760,851.00	\$13,482,378.00	\$1,867,727.00
Drainage						
10EN0433	Avery Street Drainage		1,000,000.00			
08EN0272	Beach Haven		1,700,000.00			
08EN0301	Coral Creek Subdivision Drainage	285,000.00				
	Cove Avenue/Barmel Drainage	1,153,000.00			0.00	0.00
	Crescent Lake			4,000,000.00		
	Eleven Mile Creek Restoration		1,000,000.00		0.00	0.00
	Englewood Drainage/Neighborhood Improvements		1,000,000.00			
08EN0524	Fairchild Drainage Project		100,000.00	600,000.00		
08EN0324	Ferry Pass Zone 4 & 5		120,000.00			
08EN0334	Ferry Pass, Zone 2 Drainage Project		180,000.00			
12EN1742	Gulf Beach Highway	6,000,000.00				
	Highway 297 Drainage				1,772,000.00	
	Jackson Street, Elysian Drainage Improvements	1,500,000.00				
	L Street Pond Expansion	600,000.00				
09EN0572	Myrtle Grove Jackson			1,350,000.00	0.00	
	Nims Lane Drainage	175,000.00				
	Rebel Road			0.00	2,000,000.00	0.00
	Water Quality/Flood Control	0.00	0.00	0.00	190,000.00	
12EN1763/05EN1343	Delano Road Drainage	500,000.00				
12EN2061	Grande Lagoon Drainage Study	500,000.00				
	Total Drainage	\$10,713,000.00	\$5,100,000.00	\$5,950,000.00	\$3,962,000.00	\$0.00

	Escambia County Local Option Sales Tax III					
	Public Facilities/Community Services					
	110267					
		Budget	Budget	Budget	Budget	Budget
#	Project	2014	2015	2016	2017	2018
	As Yet Unnamed Project/ District IV				880,000.00	
	Libraries/Community Center	0.00		0.00	875,000.00	
	Maintenance Shop/Storage - Main Jail	0.00			125,000.00	
08PF0045	Old Molino School	125,000				
08PF0028	Replacement of voting machines		180,620.00	85,000.00		602,781.96
	4-H Barn/Pig Farm	250,000.00				
12PF1973	Englewood/Boys & Girls Club	150,000.00				
	Total	\$525,000.00	\$180,620.00	\$85,000.00	\$1,880,000.00	\$602,781.96

LOST III Planning					
Revenue and Project Projections					
	Budget	Budget	Budget	Budget	Budget
	2014	2015	2016	2017	2018
Expenses:					
Public Safety	917,287.00	2,471,466.00	1,194,503.00	1,112,000.00	0.00
Public Facilities	525,000.00	180,620.00	85,000.00	1,880,000.00	602,781.96
Judicial	2,000,000.00	0.00	0.00	0.00	0.00
NESD	1,082,000.00	300,000.00	315,000.00	328,000.00	0.00
Parks	2,426,951.55	3,260,701.55	2,060,701.55	1,560,701.55	1,360,701.55
Fire Services	998,658.73	2,903,038.73	998,658.73	998,658.73	1,099,752.77
Sheriff	3,381,818.18	3,381,818.18	3,381,818.18	10,443,614.18	2,881,818.18
Transportation	10,878,002.00	15,650,170.00	19,760,851.00	13,482,378.00	1,867,727.00
Drainage	10,713,000.00	5,100,000.00	5,950,000.00	3,962,000.00	0.00
Total Expenses	\$32,922,717.45	\$33,247,814.45	\$33,746,532.45	\$33,767,352.45	\$7,812,781.45

	Escambia County Local Option Sales Tax III					
	Parks & Recreation					
	350223/350228/350229/350231/350235					
		Budget	Budget	Budget	Budget	Budget
#	Project	2014	2015	2016	2017	2018
	Bayou Grande Park Development & Maintenance	300,000.00	1,700,000.00			
08PR0025	Brosnaham Soccer Center Development & Maintenance	90,909.09	90,909.09	90,909.09	90,909.09	90,909.09
08PR0031	Equestrian Center Development & Maintenance ¹ - 350231	391,211.09	90,909.09	590,909.09	90,909.09	90,909.09
12PR1688	Land Acquisition	200,000.00	200,000.00	200,000.00	200,000.00	
08PR0058	Park Development	1,376,649.55	1,110,701.55	1,110,701.55	1,110,701.55	1,110,701.55
08PR0068	Park Maintenance Equipment	68,181.82	68,181.82	68,181.82	68,181.82	68,181.82
	Total	\$2,426,951.55	\$3,260,701.55	\$2,060,701.55	\$1,560,701.55	\$1,360,701.55

	Escambia County Local Option Sales Tax III					
	Natural Resources/Community Redevelopment					
	220102					
		Budget	Budget	Budget	Budget	Budget
#	Project	2014	2015	2016	2017	2018
	Beachhaven Drainage Project			215,000.00		
10NE0018	CRA Sewer Expansion: Beach Haven, Bellshead, Mob Hwy., Englewood	0.00			228,000.00	
08NE0028	Environmentally Sensitive Lands Acquisition and Mitigation Bank	100,000.00	100,000.00	100,000.00	100,000.00	
12NE1992	Navy Boulevard Project	982,000.00	10,000.00			
	Palafox Commerce Park Infrastructure	0.00	190,000.00			
		\$1,082,000.00	\$300,000.00	\$315,000.00	\$328,000.00	\$0.00

	Escambia County Local Option Sales Tax III					
	Court System					
	410149					
		Budget	Budget	Budget	Budget	Budget
#	Project	2014	2015	2016	2017	2018
	Build out Judges Chambers on 5th Floor	2,000,000.00				
	Total	\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00

Escambia County Local Option Sales Tax III						
Fire Services						
330228						
#	Project	Budget 2014	Budget 2015	Budget 2016	Budget 2017	Budget 2018
	Debt Service/330229	748,658.00	748,658.00	600,000.00	610,805.00	
09FS0021	Fire Station in Beulah		1,904,380.00			
10FS0045	Fire Station Kingsfield & 29		\$0.00			\$101,094.04
08FS0018	Vehicle/Apparatus Replacement	250,000.73	250,000.73	398,658.73	387,853.73	998,658.73
	Total	\$998,658.73	\$2,903,038.73	\$998,658.73	\$998,658.73	\$1,099,752.77

	Escambia County Local Option Sales Tax III					
	Public Safety					
	330435					
		Budget	Budget	Budget	Budget	Budget
#	Project	2014	2015	2016	2017	2018
08PS0018	3/4 Ton Cab/Chassis and/or 4WD P/U	\$11,245.53	\$53,385.00	\$54,933.00	\$55,000.00	
08PS0028	Ambulances	700,000.00	720,000.00	925,000.00	950,000.00	
	Defibrillators		960,000.00			
	Handheld Pulse OX/Cap Machines	40,000.00				
	Laptop Computers	32,400.00	44,800.00	34,800.00	35,000.00	
	Mobile Radios	39,200.00	40,000.00	52,000.00	55,000.00	
	Portable Suctions			27,000.00		
	Stairchairs		30,000.00			
	Stretchers		150,000.00			
08PS0048	Animal Transport Unit	15,807.00	16,281.00	16,770.00	17,000.00	
08PS0108	Portable Generator Replacement		22,000.00	22,000.00		
08PS0078	Public Safety Vehicle 4x4 (Pre/Post Disaster)	38,000.00	135,000.00	62,000.00		
11PS0928	Rebanding Initiative	40,634.47	0.00	0.00		0.00
08PS0128	Tractor/Chassis Replacement for Command Vehicle		300,000.00			
		\$917,287.00	\$2,471,466.00	\$1,194,503.00	\$1,112,000.00	\$0.00

Escambia County Local Option Sales Tax III						
Sheriff						
540115						
#	Project	Budget 2014	Budget 2015	Budget 2016	Budget 2017	Budget 2018
	Detention Facilities	240,000.00	240,000.00	240,000.00	7,561,796.00	
	Detention Vehicle Replacement	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
08SH0018	Vehicle Replacement	2,941,818.18	2,941,818.18	2,941,818.18	2,681,818.18	2,681,818.18
	Total	\$3,381,818.18	\$3,381,818.18	\$3,381,818.18	\$10,443,614.18	\$2,881,818.18

FY 2013-2017

Schedule of Capital Improvements

Annual Update

Projects 2013-2014 Map

FY 2013-2017

Schedule of Capital Improvements

Annual Update

Parks & Recreation LOS Analysis

Report w/ Recreational Service District &

Park Location Map

Parks / Open Space LOS Analysis
 Michael Rhodes, Department Director
 Parks & Recreation

The current LOS standard for recreation and open space, as identified in the Escambia County Parks and Recreation Comprehensive Master Plan and in Comprehensive Plan Policy REC 1.3.6, is listed as follows:

Barrier Island RSD 1 acre/1000 people within the Recreation Service District.

Urban RSD 1 acre/1000 people within the Recreation Service District.

Suburban RSD 1 acre/1000 people within the Recreation Service District.

Rural RSD 1 acre/1000 people within the Recreation Service District.

When reviewing the current park inventory, Escambia County meets and or exceeds the adopted LOS for parks and recreation.

Recreation Service District	Park Classification	Acreage	Number of Locations
Barrier Island	Neighborhood	5.98	7
	Community Centers	0	0
	Regional	918	8
	Undeveloped	0	0
	TOTAL	923.98	15
Urban	Neighborhood	84.85	44
	Community Centers	16	5
	Regional	251.7	17
	Undeveloped	385	1
	TOTAL	737.55	67
Suburban	Neighborhood	99.38	24
	Community Centers	7	2
	Regional	762.65	19
	Undeveloped	7	2
	TOTAL	876.03	46
Recreation Service District	Park Classification	Acreage	Number of Locations
Rural	Neighborhood	9	4
	Community Centers	12	5
	Regional	291	12
	Undeveloped	0	0
	TOTAL	312	21

Escambia County has identified revised standards to include park categories, special use parks and amenities for the development of future and existing park inventory. The newly proposed LOS Standards for Parks and Recreational Facilities by Population are identified in the Escambia County 2007 EAR, Table 4.10.

The justification for including park development funding in the Capital Improvement Program is for the addition of park amenities, such as, playground structures, park shelters, sports fields and courts, open play spaces and nature trails.

An updated park matrix is provided that includes individual park amenities, respective district, classification of respective park, and other pertinent details. This chart will be updated annually as park amenities are added or additional parks be added to the county inventory.

Escambia County Parks Recreation										Disks	Baseball	Softball	Tennis	Volleyball	Swimming	Playground	Walking Path	Basketball	Public	Boat Ramp	
Park	Proj. ID	Address	City	Zip	TYPE	RSD	Category	Acres													
1	Aero Vista	97PK017	120 Marine Drive	Warrington	32507	Neighborhood	Urban	d	1	2	X										
2	Aviation Field	04PK002	2900 Miller Street	Pensacola	32503	Neighborhood	Urban	d	2	3	X										
3	Avondale	97PK009	6809 Vestavia Lane	Pensacola	32526	Neighborhood	Urbanizing	d	8	1	X										
4	Baars Field Athletic Park	97PK013	13001 Sorrento Rd	Pensacola	32507	Athletic	Urbanizing	Community	8	2	X	X	X								
5	Barrineau Park & Community Ctr	97PK054	6055 Barrineau Park School Rd.	Molino	32577	Community Center	Rural	Community	3	5	X										
6	Barrington Court	97PK055	Median - 77th/Barrington	Pensacola	32506	Neighborhood Unimproved	Urban	Neighborhood	0.25	2											
7	Beggs Lane	97PK056	Beggs Lane	Pensacola	32505	Neighborhood Unimproved	Urban	Neighborhood	0.25	3											
8	Bellview Athletic Park	97PK014	2750 Longleaf @ Packer	Pensacola	32526	Athletic	Urbanizing	Community	20	1	X	X	X	X							
9	Beulah	97PK057	7425 Woodside Road	Pensacola	32526	Community Center	Urbanizing	Community	5	1	X										
10	Beulah Regional Park	08PR091	7820 Mobile Hwy.	Pensacola	32526	Neighborhood	Urbanizing	Regional	8	1	X										
11	Bill Dickson Park & BR/Bayou Grande	04PK005	3151 Fenceline Rd.	Pensacola	32507	Boat Ramp	Urbanizing	Regional	49	2	X										
12	Bluff Springs	97PK058	Curly Brooks Rd.	Bluff Springs	32535	Neighborhood Unimproved	Rural	Community	3	5											
13	Bluff Springs Boat Ramp	97PK058	End of Bluff Springs Rd.	Bluff Springs	32535	Boat Ramp	Rural	Community	1	5											
14	Bogia Boat Ramp	97PK110	End of Bogia Road	McDavid	32568	Boat Ramp	Rural	Community	0.5	5											
15	Bradberry Athletic Park	97PK050	4760 Highway 99A	Molino	32577	Athletic	Rural	Regional	7	5	X	X	X								
16	Travis M. Nelson Park (formally Bratt Pk)	02PK003	4525 West Hwy 4	Bratt	32535	Neighborhood Unimproved	Rural	Neighborhood	40	5	X	X									
17	Brenda Lane Park	97PK060	Brenda/Sandra Ave	Pensacola	32506	Neighborhood Unimproved	Urban	Community	1	2											
18	Brent Athletic Park	97PK039	4711 N. "W" Street	Pensacola	32505	Athletic	Urban	Regional	30	3	X	X	X	X							
19	Brentwood	97PK031	4905 N. Palafox Street	Pensacola	32505	Neighborhood	Urban	d	3	3	X										
20	Bristol	97PK018	5311 Bristol Avenue	Pensacola	32505	Neighborhood	Urban	d	3	1	X										
21	Brosnaham Athletic Park	97PK005	10370 Ashton	Pensacola	32534	Athletic	Urbanizing	Regional	110	5	X										
22	Byrneville Community Center	97PK047	1707 Highway 4-A	Century	32535	Community Center	Rural	Community	4	5	X										
23	Cantonment Youth Athletic Park	98PK002	681 Well Line Road	Cantonment	32533	Athletic	Urbanizing	Regional	30	5	X	X	X	X							
24	Carnage Hills/Charbar	97PK011	1810 Broyhill Drive	Pensacola	32526	Neighborhood	Urbanizing	Neighborhood	1.5	1	X										
25	Carver	97PK044	208 Webb Street	Cantonment	32533	Neighborhood	Urbanizing	Community	2	5	X										
26	Chimes Way	97PK100	5002 Chimes Way	Pensacola	32505	Neighborhood	Urban	d	3	3	X										
27	Civitan	97PK019	404 2nd Street	Warrington	32507	Neighborhood	Urban	d	2	2	X										
28	Coronado Boat Ramp	97PK062	5700 B Coronado	Pensacola	32507	Boat Ramp	Urbanizing	Neighborhood	0.1	2											
29	Corry I	97PK020	120 Manchester Street	Warrington	32507	Neighborhood	Urban	d	2	2	X										
30	Corry II	97PK063	Cavalier/Delray	Warrington	32507	Neighborhood	Urban	d	0.5	2											
31	Cotton Lake Boat Ramp	97PK109	Cotton Lake Road	McDavid	32568	Boat Ramp	Rural	Community	0.5	5											
32	Davisville Community Center	97PK065	10200 S. Hwy. 97	Davisville	32535	Community Center	Rural	Community	2.89	5	X										
33	Dickson	00PK009	1102 Paulding Rd.	Warrington	32507	Neighborhood	Urban	d	3	1	X										
34	Diego Circle	99PK001	751 Massachusetts Ave.	Pensacola	32503	Neighborhood	Urban	d	1	3	X										
35	Don Sutton	97PK049	2320 Crabtree Church Rd	Molino	32577	Athletic	Rural	Regional	12	5	X	X	X								
36	Dorrie Miller Community Center	97PK033	2819 Miller Street	Pensacola	32503	Community Center	Urban	Community	4	3	X										
37	Ebonwood Park & Community Center	97PK032	3511 West Scott Dr	Pensacola	32503	Community Center	Urban	Community	5	3	X										
38	El Dorado		8269 El Dorado Dr.	Pensacola	32506	Neighborhood Unimproved	Urbanizing	Neighborhood	13.4	1											
40	Englewood Park & Community Cntr.	97PK035	1250 Leonard Street	Pensacola	32501	Community Center	Urban	Community	3	3	X										
41	Equestrian Center	00PK003	7750 Mobile Highway	Pensacola	32526	Special Use	Urbanizing	Regional	187	1	X										
42	Fairway/Country Club Dr	97PK066	Fairway/Country Club Dr.	Pensacola	32507	Neighborhood	Urban	Neighborhood	0.1	2	X										
43	Felix Miga Community Center	97PK030	904 N. 57th Avenue	Pensacola	32506	Community Center	Urban	Community	1	2	X										
44	Forte Estates	97PK022	77th Ave. & Barrington	Pensacola	32506	Neighborhood Unimproved	Urban	Neighborhood	0.5	2											
45	Galvez Boat Ramp	97PK069	Off Innerarity Point Road	Pensacola	32507	Boat Ramp	Urbanizing	Regional	0.5	2	X										
46	Garcon Bayou Nature Park	99PK002	55 Doug Ford Drive	Pensacola	32507	Nature Preserve	Urbanizing	Community	18	2	X										
47	Gene Pickerill/Sherwood	97PK026	18 Gamwell Rd	Pensacola	32506	Neighborhood	Urban	Neighborhood	2	2	X										
48	Gonzalez	97PK070	Gonzalez & Wentworth	Pensacola	32505	Neighborhood	Urban	Neighborhood	0.25	2											
49	Harvester Homes I	97PK046	430 Belmont Street	Cantonment	32533	Neighborhood	Urbanizing	Neighborhood	0.5	5	X										
50	Harvester Homes II	97PK068	404 Lakeview Rd	Cantonment	32533	Neighborhood	Urbanizing	Neighborhood	0.5	5	X										
51	Hellen Caro Elementary	01PK004	12551 Meadson	Pensacola	32507	Neighborhood	Urbanizing	Neighborhood	25	1	X										
52	Heritage Lakes	05PK002	Harbour Pl @ Aileron	Pensacola	32506	Neighborhood Unimproved	Urbanizing	Neighborhood	1.23	1											

Abbrev: Ath=Athletic; CC=Community Center; R=Boat Ramp; U=Unimproved; E=Equestrian; Urbanizing=Urbanizing; Med=Median; Sch=School; Cntr=Center; Impground=Regional; ROW=Right Of Way; (not developed)=Miscellaneous

Escambia County Parks Recreation										Disks	Baseball	Softball	Tennis	Handball	Volleyball	Swimming	Boat Ramp	Playground	Hike Path	Basketball	Public	Club Park	
Park	Proj. ID	Address	City	Zip	TYPE	RSD	Category	Acres															
53	Heritage Lakes North	05PK002	End of Heritage Lakes Ave.	Pensacola	32506	Neighborhood Unimproved	Suburban/Urbanizing	Neighborhood	0.9	1	(not developed)												
54	Heron Bayou Boat Ramp	97PK108	Blue Angle Pkwy & Dog Track Rd.	Pensacola	32507	Boat Ramp	Suburban/Urbanizing	Community	0.5	2								X	X				
56	Jack Reddix/Falcon/Oakcliff	97PK067	Falcon & Oakcliff	Pensacola	32526	Neighborhood	Suburban/Urbanizing	Neighborhood	1	1	X									X			X
57	Jaunita Williams Community Center	97PK021	505 Edgewater Drive	Pensacola	32507	Community Center	Urban	Community	2	2	X						X	X		X	X		X
58	John R. Jones, Jr. Athletic Park	97PK007	555 E. Nine Mile Road	Pensacola	32514	Athletic	Urban	Regional	63	5	X	X	X	X			X		X	X		X	
59	Jones Swamp Preserve	06PK004	North St.	Warrington	32507	Greenway	Urban	Regional	385	2	X												
60	Kingsfield Park	06PK005	551 W. Kingsfield Road	Cantonment	32533	Neighborhood Unimproved	Suburban/Urbanizing	Community	4.64	5	(not developed)												
61	Lake Stone - Boat Ramp	01PK001	Lake Stone Road	Century	32535	Boat Ramp	Rural	Regional	124.62	5	X								X				
62	Lake Stone - Campground	97PK071	801 W. Highway 4	Century	32535	Special Use	Rural	Regional	100	5	X						X	X	X	X			X
63	Lakewood	97PK023	670 Lakewood Rd	Warrington	32507	Greenway	Urban	Neighborhood	2	2	X						X	X		X			X
64	Lewis Powell Athletic Park	99PK003	7000 Rolling Hills Road	Pensacola	32505	Athletic	Urban	Community	2	3	X	X	X										X
65	Lexington Terrace Regional Park	02PK005	900 S. Old Corry Field Road	Pensacola	32507	Greenway	Urban	Regional	38	2	X						X			X	X		X
66	Lincoln	97PK036	7865 Aaron Drive	Pensacola	32534	Neighborhood	Urban	Neighborhood	3	3	X						X		X	X	X		X
67	Marcus Pointe Park	97PK101	North side of Marcus Pointe Blvd.	Pensacola	32505	Neighborhood			6	2													
68	Marie Ella Davis Park & CC	98PK001	16 Raymond Street	Warrington	32507	Community Center	Urban	Community	3	2	X						X			X	X	X	X
69	Mariners Oak		Blue Angel Parkway	Pensacola	32526	Greenway	Urbanizing	Neighborhood	2.9	1	(not developed)												
70	Mayfair I	97PK024	50 S. Garfield	Pensacola	32505	Athletic	Urban	Neighborhood	5	2	X						X			X	X	X	X
71	Mayfair II	97PK073	268 Fennel Drive	Pensacola	32505	Neighborhood Unimproved	Urban	Neighborhood	0.5	2										X	X		
72	Meadowbrook I	97PK028	3 Adkinson Drive	Pensacola	32506	Neighborhood	Urban	Neighborhood	3	2	X						X			X			X
73	Meadowbrook II	97PK075	16 Feldor Drive	Pensacola	32506	Neighborhood Unimproved	Urban	Neighborhood	1	2													
74	Miracle League of Pensacola/Athletic Park	06PK002	555 E. Nine Mile Road (East side)	Pensacola	32514	Athletic	Urban	Regional	7	5	X	X							X				X
75	Model Park	04PK003	Jamesville Rd.	Pensacola	32526	Special use	Rural	Community	20	1	X												X
76	Molino Boat Ramp	97PK102	6698 Fairgrounds Rd	Molino	32577	Boat Ramp	Rural	Community	1.5	5	X								X				
77	Molino/Fairgrounds	97PK045	6698 Fairgrounds Rd	Molino	32577	Nature Preserve	Rural	Community	1.5	5	X						X	X	X	X	X		X
78	Molino VFD	04PK006	1459 Molino Road	Molino	32577	Neighborhood	Rural	Neighborhood	2	5	X						X						X
79	Murr Heights Park		Tyson St. @ Elm St.	Warrington	32506	Neighborhood Unimproved	Urban	Neighborhood	1.53	2													
80	Myrtle Grove Athletic Park	00PK004	99 N. 61st Avenue	Pensacola	32506	Athletic	Urban	Regional	17	2	X	X	X	X			X			X			X
81	Mystic Springs Boat Ramp	97PK107	Mystic Springs Road	McDavid	32568	Boat Ramp	Rural	Community	0.5	5									X				
82	Navy Point - Waterfront	97PK016	Baublitts/Syrcl Drive	Warrington	32507	Public Beach	Urban	Regional	60	2	X							X	X	X	X		X
83	Navy Point Boat Ramp	97PK077	Baublitts & Sunset	Warrington	32507	Boat Ramp	Urban	Regional	2	2	X							X	X				
84	Navy Point ROW/Triangle	97PK078	120 W. Sunset Ave W of Sunset behind house	Warrington	32507	Neighborhood Unimproved	Urban	Neighborhood	1	2	X												
85	Navy Point West	97PK079		Warrington	32507	Unimproved	Urban	Neighborhood	1	2													
86	O'Connor-Colling Com Pk/Innerarity	97PK015	552 Batten Blvd.	Pensacola	32507	Neighborhood Unimproved	Suburban/Urbanizing	Community	30	2	X						X			X	X	X	X
87	Oak Park	97PK080	Spruce & Hickory Streets	Pensacola	32505	Neighborhood Unimproved	Urban	Neighborhood	1	3													
88	Oak Grove - Community Center	97PK103	2550 Hwy. 99 N	Molino	32577	Community Center	Rural	Community	1	5	X												
89	Oak Grove - Park	97PK081	Across from Community Ctr	Molino	32577	Neighborhood	Rural	Community	2	5	X						X			X	X	X	
90	Oakcrest	97PK025	220 Topaz Ave	Pensacola	32505	Neighborhood	Urban	Neighborhood	1.5	2	X								X	X			
91	Oakfield Acres I	97PK037	6124 Confederate Drive	Pensacola	32503	Neighborhood Unimproved	Urban	Neighborhood	3	3	X						X	X		X			X
92	Oakfield Acres II	97PK082	6411 White Oak Drive	Pensacola	32503	Neighborhood Unimproved	Urban	Neighborhood	2	3													
93	Old Ensley School	97PK034	107 E. Detroit Blvd.	Pensacola	32534	Neighborhood	Urban	Neighborhood	1.5	3	X						X			X			X
94	Osceola I	97PK027	302 Comanche Trail	Pensacola	32506	Neighborhood Unimproved	Urban	Neighborhood	1.5	2	X						X			X	X		X
95	Osceola II	97PK083	Kissimmee Circle	Pensacola	32506	Neighborhood Unimproved	Urban	Neighborhood	0.25	2													X
96	Osceola III	97PK084	Talladega & Cherokee Tr	Pensacola	32506	Neighborhood Unimproved	Urban	Neighborhood	0.25	2													
97	SRIA - Pensacola Beach East	97PK053	3000 Via DeLuna	Pensacola Bc	32561	Public Beach	Barrier Island	Regional	372	4	X							X					
98	Fishing Pier Pensacola	97PK105	1750 Bayfront Parkway	Pensacola	32501	Fishing Pier	Urban	Regional	0	4	X							X					
99	Shipyard/Boat Ramp	00PK005	700 S. Myrick	Pensacola	32505	Boat Ramp	Urban	Regional	3.2	2	X							X	X				
100	Perdido Bay Country Club Estates		West side of Omaha Dr.	Pensacola	32507	Nature Preserve	Suburban/Urbanizing	Neighborhood	0	2													
101	Perdido Key Access 1 - Sandy Key	97PK086	13549 Sandy Key Dr	Pensacola	32507	Public Beach	Barrier Island	Regional	0.5	2								X					
102	Perdido Key Access 2 - Gulfside	97PK087	14261 Perdido Key Dr	Pensacola	32507	Public Beach	Barrier Island	Regional	0.5	2								X					

Escambia County Parks Recreation										Disks	Baseball	Softball	Tennis	Volleyball	Swimming	Boat Ramp	Playground	Hike Path	Basketball	Public	Boat Park	
Park	Proj. ID	Address	City	Zip	TYPE	RSD	Category	Acres														
103	Perdido Key Access 3 - River Rd	97PK088	14767 Perdido Key Dr	Pensacola	32507	Public Beach	Barrier Island	Regional	0.5	2	X											X
104	Perdido Kids Park	06PK001	10004 Gulf Beach Highway	Pensacola	32507	Neighborhood	Suburban/Urbanizing	Regional	3	2	X				X							X
105	Perdido Manor	97PK089	Perdido Manor Subd	Pensacola	32506	Neighborhood Unimproved	Suburban/Urbanizing	Neighborhood	0.5	2												
106	Perdido River Walk	97PK088	13011 Beulah Rd.	Cantonment	32533	Greenway	Suburban/Urbanizing	Regional	10	5												
107	Pine Valley Quintette	97PK090	Fridinger Drive	Pensacola	32526	Neighborhood Unimproved	Suburban/Urbanizing	Neighborhood	5	1												
108	Athletic Park Quintette	97PK091	2490 Quintette Lane	Cantonment	32533	Athletic	Suburban/Urbanizing	Community	18	5	X	X										
109	Community Ctr	97PK091	2490 Quintette Lane	Cantonment	32533	Community Center	Suburban/Urbanizing	Community	2	5	X			X		X						X
110	Raines Terrace	97PK092	Cedarwood Village & Raines	Pensacola	32514	Neighborhood Unimproved	Urban	Neighborhood	1.5	4												
111	Raymond Riddles Athletic Park	97PK040	1704 N. "W" Street	Pensacola	32505	Athletic	Urban	Community	5	3	X	X	X								X	
112	Regency	97PK008	8245 Fathom Rd. Scenic Hwy. & 9 Mile Road	Pensacola	32514	Neighborhood Unimproved	Urban	Community	10	4	X				X		X	X	X	X	X	X
113	River Gardens	97PK093		Pensacola	32514	Neighborhood Unimproved	Urban	Neighborhood	3.32	4												
114	River Road Park I		14484 River Road	Pensacola	32507	Neighborhood Unimproved	Barrier Island	Neighborhood	0.5	2	X				X	X		X				X
115	River Road Park II	97PK085	Across from Perdido Garden Subd.	Pensacola	32506	Neighborhood Unimproved	Barrier Island	Neighborhood	0.5	2					X	X						
116	R. L. King / Bayou Marcus	97PK010	7705 Lenora Street	Pensacola	32526	Neighborhood Unimproved	Suburban/Urbanizing	Neighborhood	4	1	X				X		X	X				X
117	Serenity Park		Serenity Cir.	Pensacola	32506	Unimproved	Urbanizing	d	0.23	1	(not developed)											
118	SRIA - Ft. Pickens Boat Ramp	97PK104	Ft. Pickens Road	Pensacola Bcl	32561	Boat Ramp	Barrier Island	Regional	1	4												X
119	SRIA - Ft. Pickens Gate Rec. Area		Ft. Pickens Road	Pensacola Bcl	32561	Public Beach	Barrier Island	Regional	3	4	X				X	X						X
120	SRIA - Casino Beach		Pensacola Beach Blvd./Ft. Pickens	Pensacola Bcl	32561	Public Beach	Barrier Island	Regional	23	4					X							
121	SRIA - Crowley	97PK064	Ariola Drive	Pensacola Bcl	32561	Neighborhood Unimproved	Barrier Island	d	1	4	X				X		X	X				
122	SRIA - Pensacola Bch Gulf Pier		41 Ft. Pickens Rd.	Pensacola Bcl	32561	Fishing Pier	Barrier Island	Regional	0	4					X							
123	SRIA - Pensacola Bch Soundside	04PK008	3000 Via DeLuna	Pensacola Bcl	32561	Nature Preserve	Barrier Island	Regional	517	4					X							
124	SRIA - Quietwater Bch Boat Ramp		Pensacola Beach Blvd.	Pensacola Bcl	32561	Boat Ramp	Barrier Island	Regional	1	4					X	X						
125	SRIA - Quietwater Bch Rec Area		Pensacola Beach Blvd.	Pensacola Bcl	32561	Public Beach	Barrier Island	Regional	1	4	X	X			X		X					X
126	Santa Maria Plaza/Farm Hill Athletic Park	97PK048	199 Madrid Rd.	Cantonment	32533	Athletic	Suburban/Urbanizing	Community	3	5	X	X			X		X	X			X	
127	Shady Terrace	97PK042	3708 Pompano Drive	Pensacola	32514	Neighborhood Unimproved	Urban	d	1.5	4	X						X					
128	Shell Street	97PK043	5550 Shell Street	Pensacola	32503	Neighborhood Unimproved	Urban	d	2	4	X				X		X					X
129	South Fairfield	00PK002	End of South Fairfield Spanish Trail Villa / Old Spanish Tr.	Pensacola	32507	Neighborhood Unimproved	Urban	Neighborhood	0.25	4					X							X
130	Spanish Trail	97PK094		Pensacola	32526	Neighborhood Unimproved	Urban	Neighborhood	0.5	3												
131	St. Augustine	97PK095	St. Augustine/St. Elmo	Pensacola	32503	Neighborhood Unimproved	Urban	Neighborhood	1	2												
132	Star Lake	01PK005	Star Lake Drive/Triangle	Warrington	32507	Neighborhood Unimproved	Urban	d	1	2												
133	SW Escambia Sports Complex/Athletic Park	08PR109	2020 Bauer Rd.	Pensacola	32506	Athletic	Suburban/Urbanizing	Regional	217	1												
134	Tangen Heights	97PK012	4810 Cochise Street	Pensacola	32526	Neighborhood Unimproved	Suburban/Urbanizing	Neighborhood	1	1	X							X				X
135	Treasure Hills	05PK001	12839 Beckstrom Rd.	Pensacola	32507	Neighborhood Unimproved	Suburban/Urbanizing	Community	3.96	2	X						X					
136	Tulip	97PK029	4855 Tulip Drive	Pensacola	32506	Neighborhood Unimproved	Urban	d	2	2	X				X		X					X
137	Twin Lake Estates		Off end of Twin Lakes Dr.	Pensacola	32504	Neighborhood Unimproved	Urban	Neighborhood	0	3												
138	Villa De Casa		7201 Bruner St.	Pensacola	32526	Neighborhood Unimproved	Suburban/Urbanizing	Neighborhood	0.12	1	(not developed)											
139	Walnut Hill Community Center	97PK096	7850 Hwy. 97	Walnut Hill	32568	Community Center	Rural	Community	0.75	5	X										X	
140	Water's Beach Park		Americus Ave. @ Athens Ave.	Pensacola	32507	Neighborhood Unimproved	Suburban/Urbanizing	Neighborhood	0	2	(not developed)											
141	Wedgewood	97PK038	3420 Pinestead, Lot 1	Pensacola	32503	Neighborhood Unimproved	Urban	Community	8	3	X				X		X	X	X	X		
142	Weller Boat Ramp	97PK097	Weller Rd @ Bayou Grande	Pensacola	32507	Boat Ramp	Suburban/Urbanizing	Neighborhood	0.25	5					X	X						
143	Wildlife Sanctuary NWFL	00PK008	205 N. "S" Street	Pensacola	32505	Nature Preserve	Urban	Community	5	2	X											
144	Woodlands	97PK098	9619 Sunnehanna Blvd.	Pensacola	32514	Neighborhood Unimproved	Suburban/Urbanizing	Neighborhood	1	5												
145	Woodrun Park	05PK004	9329 Woodrun Rd.	Pensacola	32514	Neighborhood Unimproved	Urban	Neighborhood	3.9	5	(not developed)											
146	Yoakum Court	97PK099	Yoakum Court	Pensacola	32505	Neighborhood Unimproved	Urban	Neighborhood	0.5	3												



COUNTY_PARKS	
TYPE	
○	ATHLETIC
○	BEACH ACCESS
○	BOAT RAMP
○	COMMUNITY CENTER
○	FISHING PIER
○	GREENWAY
○	NATURE PRESERVE
○	NEIGHBORHOOD
○	NEIGHBORHOOD UNIMPROVED
○	PUBLIC BEACH
○	SPECIAL USE

**CIP
ESCAMBIA COUNTY
PARKS**

This map was prepared by the Escambia County Development Services and is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered. Prepared: 3-2014



FY 2013-2017

Schedule of Capital Improvements

Annual Update

Solid Waste LOS Analysis Report

Solid Waste LOS Analysis - 2014

Brent Schneider

Department of Solid Waste Management

Manager Engineering & Environmental Quality

The adopted level of service standard for solid waste is a disposal rate of six pounds per capita per day. Escambia County continues to maintain its solid waste level of service commitments under the comprehensive plan, which is to provide adequate municipal solid waste disposal capacity of 6 pounds per capita per day by allocating funding for future landfill construction and closure of cells. These cells are required since the County must provide adequate disposal capacity for its citizens. The population growth is anticipated to be 1% for the near future, so the County funds the cell expansion as required to ensure there is no deficiency in required landfill capacity. Currently, the average waste acceptance is 700 tons/day and compaction density for our waste stream averages at least 1500 pounds per cubic yard. This compaction rate may change in the future as the methodology and waste compositions vary.

The Perdido Landfill has remaining filling capacity through the end of 2017 based on the current footprint. Perdido Landfill Mining Phase I was completed at the end of 2011 and will facilitate construction of the future expansion cell, Section 5 Cell 1A. Funding for construction of Section 5 Cell 1A will be included in Fiscal Years 2016 and 2017 at \$7,500,000. Construction of Section 5 Cell 1A will begin in early 2016 and will be available for use in early 2017 with a four-year capacity.

Funding for the closure costs are accrued and escrowed each year as required by Chapter 62-701, F.A.C.,. The total acreage for the Perdido Landfill facility is 955 acres, which includes permitted disposal areas, service areas, materials recycling and yard waste recycling, 352 acres, conservation 172 acres and future expansion (Section Six), 431 acres. The current build-out for disposal is 141 acres, through Section 5, Cell 3 providing solid waste disposal capacity through 2033. Disposal capacity in Section Six is estimated at 50 to 70 years. All capital projects underway and into the near future are fully funded.

Clearly, with the appropriately timed expansions, the County has sufficient capacity at the Perdido Landfill to accommodate current development and growth during the planning period.

FY 2013-2017

Schedule of Capital Improvements

Annual Update

Stormwater/Drainage LOS Analysis Report

Stormwater / Drainage LOS Analysis

Joy Blackmon, County Engineer

2014

Escambia County has determined that proper management of stormwater is necessary to reduce the frequency of flooding and to improve the quality of runoff reaching surface water bodies. To this end, the County contracted with stormwater consultants to develop a Stormwater Master Plan that was completed in November 1994. The plan included inventories of existing stormwater systems throughout the County, and it included detailed studies of 3 of the county's 41 major watershed drainage basins. Also in the plan, future stormwater improvement projects were identified and ranked according to selected criteria. The preliminary Capital Improvement Plan Project List contained 87 proposed projects, and from this list, the County Commission selected 30 of the projects to be completed in a 3-year Capital Improvement Plan (CIP). It was the County's intent to periodically update the Stormwater Master Plan and construct the projects that were identified in the Capital Improvement Plan Project List in an orderly fashion.

In 1998, Escambia County was issued its first National Pollutant Discharge Elimination System (NPDES) Permit for its Municipal Separate Storm Sewer System (MS4). This permit was renewed in January 2012. One of the requirements of the NPDES Permit is a long-term stormwater quality-monitoring program designed to document and illustrate improvements in the County's stormwater management program. The NPDES Stormwater Monitoring Plan will be implemented for the duration of the permit (5 years), and it has the goal of identifying sources and impacts of specific stormwater pollutants, as well as identifying the most cost-effective stormwater controls.

In addition to the county's NPDES Permit water quality monitoring requirement, the Florida Department of Environmental Protection (FDEP) is conducting additional water quality monitoring within the Escambia Bay System, and within the Perdido Bay System. This additional sampling is being done to confirm which waterbodies will comprise the new 303(d) Verified List of Impaired Waters. The waterbodies that are placed on the Verified List will be required to have Total Maximum Daily Loads (TMDLs) calculated for them. These TMDLs will restrict future allowable discharges in watersheds that have one or more impaired waters, and thus potentially restrict future economic development in those impaired watersheds. FDEP has encouraged local governments to stay involved in the TMDL process, so the county has elected to assist FDEP with the additional TMDL sampling, data collection, and analysis in Escambia and Perdido Bay watersheds. These TMDL monitoring activities, as well as the NPDES Stormwater Monitoring Plan permit requirement, have necessitated the need for Escambia County to become more actively involved in assessing water quality by employing water quality sampling personnel and purchasing water quality sampling equipment.

In September 2003, the County prepared the *Escambia County Ambient Water Quality Report*, which is the first phase of the countywide watershed management approach. This report provides a preliminary evaluation of the status of water quality in Escambia County utilizing the FDEP methodology described in Chapter 62-303 F.A.C. (*Identification of Impaired Surface Waters and Criteria for Surface Water Quality Classification*). In this report, statistical analysis of water quality data was utilized to list and rank Escambia County water bodies according to their degree of water quality impairment. This ranking enables the county to prioritize stormwater and water quality improvement projects in those watersheds that are most impaired and, therefore, most in need of improvement projects.

In December 2003, the county prepared the *LOST Funding for Stormwater Management – Flooding and Water Quality Enhancement Program Report*, which is a review of flooding and stormwater quality improvement projects funded by the County's Local Option Sales Tax (LOST) program. Projects included in the report are the paving and stabilization of dirt roads to reduce sedimentation and turbidity in streams, and the installation of structural stormwater Best Management Practices (BMPs) to reduce flooding and improve water quality. Projects that were completed are reviewed in the report, and projects that are proposed are discussed to examine their anticipated benefits. This report effectively analyzes the flooding and water quality enhancement benefits that have been achieved by the County, and it updates the County's Stormwater Master Plan basin by basin.

Of the County's 41 watershed drainage basins, 18 detailed basin master plan studies have been completed. It is anticipated that additional basin studies will be contracted each of the successive years until all 41-basin master plan studies are completed as funds become available. This watershed basin approach identifies current structural stormwater systems that exist in each drainage basin, surveys property owners within the basins to determine their concerns, and identifies recommended future stormwater and drainage projects that will reduce flooding and improve water quality in each basin.

The next basin study to consider is Garcon Swamp and portions of the Southwest basin. Funds have been identified to initiate these basin studies during the 2013-2014 budget years.

The County will continue the Basin study program in an effort to stay ahead of anticipated growth in terms of water quality and flood control, to correct existing deficiencies with flooding and water quality, and to develop reasonable cost estimates and priority schedules for proper planning and funding of future infrastructure needs.

FY 2013-2017

Schedule of Capital Improvements

Annual Update

Transportation & Traffic LOS Analysis Report with De Minimis Report,

Traffic Volume & LOS Report and

2005 Federal Functional Classification Map

CIP 2014-2018 TRANSPORTATION PROJECTS											
Project Name	Location	Funding Source	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Total Project Cost	Code	Comp Plan Objectives	Notes
I-10 @ Beulah Rd Interchange		FDOT			\$ 5,500,000			\$5,500,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB	Funds to Support Future Interchange at I-10 and Beulah Rd.
UW 29 Connector (Beltway)	Mobile Hwy to Muscogee Rd	LOST III			1,600,000			\$1,600,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB	New Road Supporting Sector Plan
Bridge Renovations	Countywide	LOST III	\$1,516,666.00	1,263,170	1,270,162	1,016,666	516,670.00	\$5,583,334	S	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB	Funds to improve bridge safety countywide
Burgess Rd Sidewalks	Davis Hwy to Sanders Rd	LOST III				350,000		\$350,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Local Safe Routes To School Program
Blue Angel Parkway ROW	Sorrento to US98	Bond/FDOT			1,400,000	15,000,000		\$16,400,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2015. 2035 LRTP
Burgess Extension Design & ROW	Burgess/Creight on extension from Hilburn Dr to US 29	FDOT		\$ 1,100,000.00			\$5,000,000	\$6,100,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO Transportation Improvement Program Priority #9, Const. funds committed in out years
Congestion Improvements	Countywide	LOST III	\$1,808,532	\$837,000	\$818,000	\$1,618,000		\$5,081,532		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Projects to improve traffic and freight flow.
Dirt Rd Paving	Countywide	LOST III	\$2,300,000	\$2,500,000	\$2,500,000	\$3,000,000		\$10,300,000	R	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB	Revolving Maintenance Program to prevent sediment run-off and
E' Street Improvements	Texar to Cervantes	LOST III			\$400,000			\$400,000		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB	
Gulf Beach Hwy (SR292) Corridor Study Projects	Navy Blvd to Sorrento	TPO/LOST III	\$ 1,500,000					\$1,500,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB	TPO pg 2.2. Design underway, ROW funded in 2013.
Highway 297A Widening		LOST III			\$ 1,118,781			\$1,118,781	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB	
ITS Application		LOST III / TPO				\$1,462,936		\$1,462,936	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB	TPO priority #6 with annual funding
JPA Design Box		LOST III			\$300,154	\$ 600,000		\$900,154	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB	Funds to Support the advancement of any 5-year FDOT projects if
Neighborhood Enhancements	Countywide	LOST III	\$1,400,000	\$ 700,000	\$700,000	\$2,800,000		\$5,600,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Program to provide amenities based on warranted needs.
Nine Mile Rd Improvements ROW & CST	Pine Forest to Hwy 29	FDOT		\$2,445,000			\$10,300,000	\$12,745,000	DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB	TPO Transportation Improvement Program Priority #9.
Olive Rd Corridor - Phase I	Davis and Old Palafox	LOST III						\$0	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB	Funds Encumbered in Past Years
Olive Rd Corridor - Phase II	Scenic Hwy to Davis Hwy	LOST III							G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB	Funds Encumbered in Past Years
Perdido Key Wildlife Study	AL state line to ICWW Bridge	FDOT	\$135,000					\$135,000	DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB	Perdido Key Beach Mouse
Perdido Key Drive PD&E	Perdido Key Dr between AL and the south end of the	FDOT					2,500,000	\$2,500,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Future Capacity. 2035 LRTP
Sorrento ROW	ICWW Bridge to Blue Angel Pkwy	Local Bond		\$2,000,000				\$2,000,000	DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB	TPO Priority #17
Pinestead / Longleaf Design & Construction		LOST III		\$6,000,000	\$8,190,000			\$14,190,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB	TPO priority #11.
Resurfacing	Countywide	LOST III	\$3,452,804	\$1,750,000	\$1,732,689	\$1,584,622		\$8,520,115	R	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB	Annual Program
Sidewalks Design / Construction		LOST III	\$500,000	\$500,000	\$500,000	\$900,000		\$2,400,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB	County Wide Safe Walk to School support program.
Sidewalks District 1		LOST III	\$100,000	\$100,000	\$100,000	\$100,000		\$400,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Commissioner Request for Residential areas and School areas
Traffic Calming	Countywide	LOST III			\$200,000			\$200,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	County Wide Program for identified Neighborhood Traffic areas.

Transportation & Traffic LOS Analysis for 2014 – 2018 CIP

Colby Brown, Division Manager

Escambia County has implemented approximately \$52 million of local funds (LOST III) from 2008 to 2013 with approximately \$11 million budgeted for FY 2013-2014. An additional \$48 million is allocated in fiscal year's 2015 to 2018, which a portion of those funds will ensure that we will maintain the expected level of service (LOS) on state and local roadways. Escambia County will continue to be a partner to ensure transportation needs are achieved.

Escambia County has a Concurrency Management System (CMS) in place to integrate the updated transportation variables and ensure appropriate transportation infrastructure is available as development comes on-line. The County's CMS has now been operational for eleven years. The CMS also ensures facilities will be in place to monitor development activities, as well as, area activities that may have an impact to County roadway infrastructure. The County will continue to use and pursue all possible alternatives to provide additional revenue sources to meet the growing demand for better mobility. These sources will include such resources as Proportionate Fair Share, Turn Lane Mitigation, Local Option Sales Tax, Transportation Regional Incentive Programs, County Incentive Grants, and Contributions by Development Agreements.

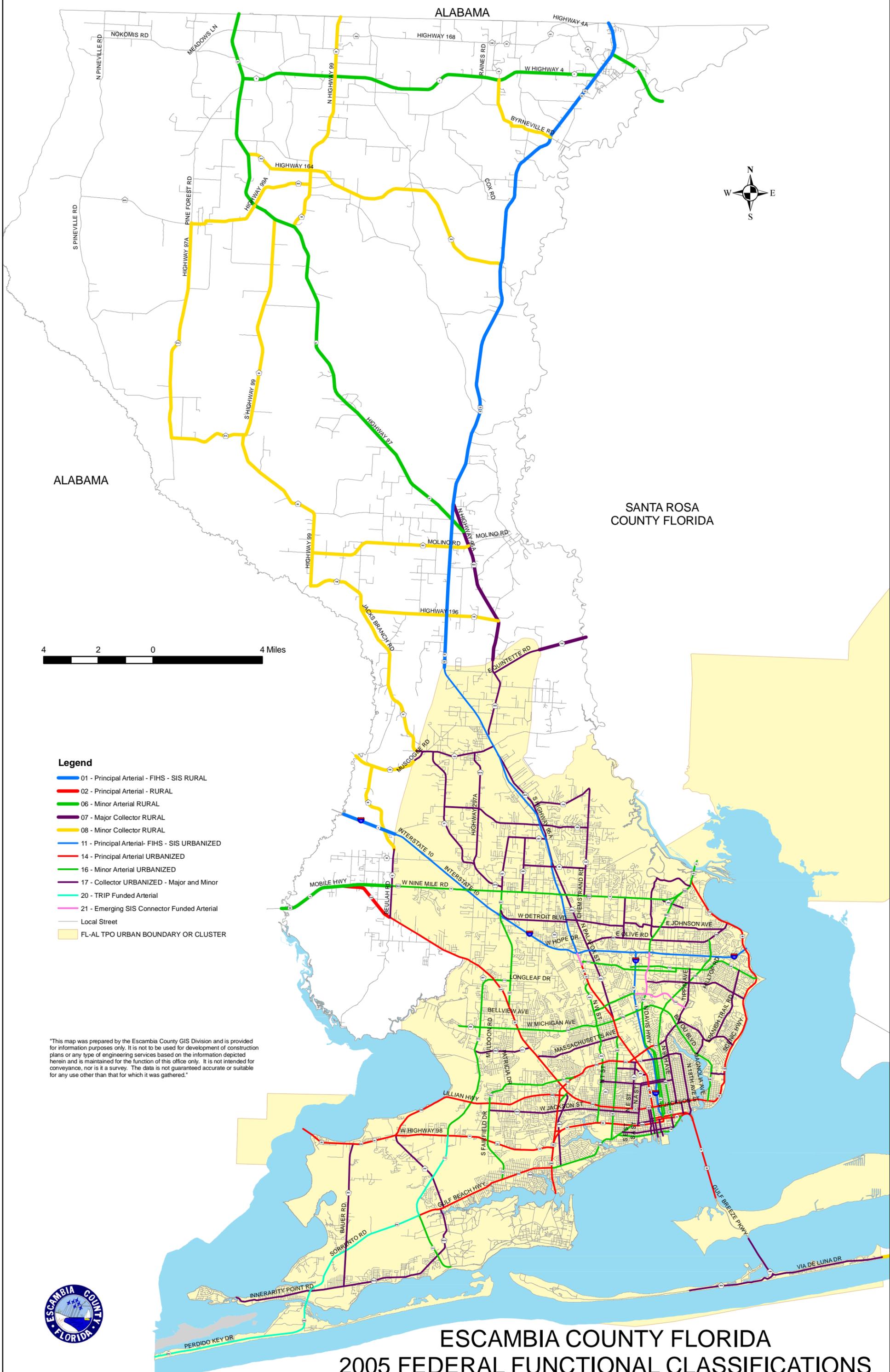
Escambia County conducts annual evaluations on all roadways exceeding 75% capacity used, because the Florida Department of Transportation (FDOT) annual counts have an 18 month delay for count data published. This will ensure no roadway will exceed capacity or action needed during the time lapse. The typical concurrency report is based upon the Florida Traffic Information updated annually provided by FDOT. The FL-AL Transportation Planning Organization (TPO) runs the traffic models and prioritizes the list of FDOT projects, as well as, occasional County projects. Please reference the FL-AL TPO Cost Feasible Report and the Concurrency Management Systems Manual for more information on the methodology.

The Traffic Volume and Level of Service Report (LOS Report) for the County's roadway network is included in this report. The LOS standards for transportation are reviewed and adjusted (as necessary) to comply with the expected quality of travel. The County is exploring the link between transportation LOS with respect to the expected future lane uses. The County will continue to provide LOS reports and potential mitigation options to County and local officials.

De Minimus Report

Escambia County reports on the level of capacity for roadways that are using de minimus provisions, as part of the annual update to the Capital Improvement Element. A de minimus impact is an impact that would not affect more than 1 percent of the maximum volume at the adopted level of service (LOS) of the affected transportation facility as determined by the local government. If the traffic from the development is 1% or more of the maximum threshold, or the new trips would push it over 110%. In either of these scenarios the development would not qualify as de minimus. The exception to this is for a single family home on an individual lot. These are always de minimis, regardless of the level of deficiency of the roadway. When the impact from a development would be more than 1%, the development cannot be de minimis. Each local government is required to maintain sufficient records to ensure the 110-percent criterion is not exceeded. No transportation facilities in the unincorporated area of Escambia County exceed the maximum LOS for this reporting period.

ALABAMA



Legend

- 01 - Principal Arterial - FIHS - SIS RURAL
- 02 - Principal Arterial - RURAL
- 06 - Minor Arterial RURAL
- 07 - Major Collector RURAL
- 08 - Minor Collector RURAL
- 11 - Principal Arterial- FIHS - SIS URBANIZED
- 14 - Principal Arterial URBANIZED
- 16 - Minor Arterial URBANIZED
- 17 - Collector URBANIZED - Major and Minor
- 20 - TRIP Funded Arterial
- 21 - Emerging SIS Connector Funded Arterial
- Local Street
- FL-AL TPO URBAN BOUNDARY OR CLUSTER

"This map was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered."



ESCAMBIA COUNTY FLORIDA
2005 FEDERAL FUNCTIONAL CLASSIFICATIONS

FY 2013-2017

Schedule of Capital Improvements

Annual Update

Mass Transit LOS Analysis Report

w/ ECAT Bus Routes Map & ECAT System Map

BUREAU: NEIGHBORHOOD & ENVIRONMENT SERVICES
DEPARTMENT: PUBLIC WORKS
DIVISION: MASS TRANSIT

MISSION STATEMENT

The mission of the Escambia County Area Transit System is to provide the citizens with mass transportation services throughout the Escambia County urban area in a safe, comfortable, efficient, and timely manner at a reasonable cost.

PROGRAM DESCRIPTION

Mass Transit is responsible for the County bus transportation program. This service is managed through a contract with First Transit. The program receives funding from passenger revenue, contributions from Escambia County, SRIA, UWF, FDOT, and FTA grants for capital expenses. ECAT also administers the Escambia County Complimentary Paratransit Service in compliance with the Americans with Disabilities Act, the County contribution to TDAC, the Non-urbanized area transportation program, and provides maintenance services to non-transit vehicles.

GOALS & OBJECTIVES – AT RECOMMENDED FUNDING LEVEL

- Maintain passenger ridership at the highest-level possible consistent with a service level determined by fiscal constraints.
- Maintain fare box revenue at the highest-level possible consistent with ridership and the latest BCC approved service level and fare structure.
- Reduce operating expenses to a minimum consistent with service level, fare box revenues, and federal, state and local contributions.

SIGNIFICANT CHANGES FOR 2013-14

This FY14 ECAT budget is based on maintaining an overall cost that will allow Escambia County's capital contributions for Mass Transit to be covered by the recently implemented gasoline tax. Farebox revenues have increased over the past couple of years. The FY13 service level will be maintained with some possible adjustments.

PERFORMANCE MEASURES

Fixed Route	2011-12	2012-13	2013-14
<u>Description</u>	<u>Actual</u>	<u>Actual</u>	<u>Proposed</u>
Passenger Trips	1,473,412	1,558,617	1,560,000
Vehicle Miles per Capita	4.73	4.91	4.91
Passenger Trips per Capita	4.80	5.07	5.07
Revenue Miles between Roadcalls	10,755	14,805	14,800
Operating Revenue Per Operating Expense	21.8%	22.7%	22.7%
Operating Expense per Revenue Mile	\$5.60	\$5.48	\$5.75

PERFORMANCE MEASURES

<u>ADA Paratransit Service Description</u>	<u>2011-12 Actual</u>	<u>2012-13 Actual</u>	<u>2013-14 Proposed</u>
Passenger Trips	49,687	43,907	44,000
Vehicle Miles per Capita	1.35	1.15	1.25
Passenger Trips per Capita	0.16	0.14	0.15
Operating Revenue Per Operating Expense	11.3%	12.7%	12.7%
Operating Expense per Revenue Mile	\$3.68	\$3.53	\$3.60

STAFFING ALLOCATION

<u>Position Classification</u>	<u>Pay Grade</u>	<u>2011-12 Authorized</u>	<u>2012-13 Authorized</u>	<u>2013-14 Actual</u>
No County Employees at ECAT.				

ESCAMBIA COUNTY AREA TRANSIT

REVENUE ESTIMATE WORKSHEET
Fiscal Year 2013- 2014

FUND	MASS TRANSIT (104)
FUNCTION	Transportation
ACTIVITY	Transit Systems

DEPARTMENT	Public Works
DIVISION	Mass Transit
COST CENTER	Operations

CURRENT SERVICE LEVEL

Date: June 22, 2013

TreSun Revenue Code	Description	Source of Funding	FY 2010/11 Budget	FY 2011/12 Budget	FY 2012/13 Budget	FY 2013/14 Proposed
104-331431	FTA - Program Support and Administration	F	98,000	98,000	98,000	100,000
104-331440	FTA-Preventive Maintenance	F	1,568,152	1,570,989	1,692,210	1,643,000
104-331 441	FTA - ADA Capital Costs	F	307,028	300,000	300,000	300,000
	FTA - Operating Assistance	F	0	0	0	327,754
104-331 New	FTA-New Freedom Funding		0	51,527	51,527	40,000
104-331 New	FTA-JARC Funding			20,000	20,000	20,000
104-334401	FDOT - Operating Assistance	S	704,329	730,212	774,933	792,000
104-334402	FDOT - Urban Corridor - Blue Angel Service	S	13,858	0	0	0
104-334403	FDOT-Service Development, Beach Service	S	0	0	0	0
104-334406	FDOT - Service Development Beach Route	S	0	0	0	0
104-334407	FDOT - Service Development, Enhanced Service	S	0	0	0	0
104-334408	FDOT - Service Development- Century Route	S	0	0	0	0
104-334428	FDOT - Davis Highway - Urban Corridor	S	138,588	350,000	350,000	900,000
104-334431	Non-Urbanized Transportation	F/S	135,660	135,666	135,660	132,000
104-334433	FDOT TPO Service Development	S	0	1,498,333	1,498,333	500,000
104-334434	FDOT COA Service Development	S	0	0	0	0
104-334492	FDOT Service Development- UWF Trolley	S	0	0	0	0
104-334493	FDOT - Service Development Marketing	S	0	0	0	125,000
104-334495	FDOT Service Development- Crosstown	S	0	0	0	0
104-334496	FDOT Service Development-SW Pensacola	S	195,750	0	0	0
104-334497	FDOT Service Development-Perdido Key	S	44,000	0	0	0
104-337401	City of Pensacola - Contribution	O	0	0	0	0
104-337402	Pensacola CRA - Trolley Operations	O	0	0	0	0
104-337403	SRIA Trolley Contribution	L	84,116	87,525	156,064	171,700
104-337406	City of Pensacola CRA Trolley Contribution	L	0	0	0	0
104-337408	City CRA Contribution-Monday Juror Trolley	L	0	0	0	0
104-337409	City Contribution-Monday Juror Trolley	L				
104-337410	University of West Florida Trolley Contribution	O	322,978	349,606	394,163	440,215
104-344301	Passenger Revenue	SC	1,076,106	945,052	931,958	1,100,000
104-344302	City Trolley Passenger Revenue	SC	0	0	0	0
104-344303	Bus Charter Revenue	SC	0	0	0	0
104-344304	SRIA Trolley Charter Revenue	SC	0	0	0	0
104-344305	City Trolley Charter Revenue	SC	0	0	0	0
104-344306	Contract Route Subsidy-Bus	SC	0	0	0	0
104-344308	County Juror Trolley Fares	SC	0	0	0	0
104-344309	Federal Juror Trolley Service	SC	15,789	26,316	26,316	25,000
104-344310	City Juror Trolley					
104-344311	Federal Court- Monday Juror trolley Service				0	
104-344902	Advertising	SC	18,421	26,316	26,316	25,000
104-344903	County Vehicle Maintenance	SC	807,575	794,280	640,755	300,000
104-361001	Interest	O	35,000	500	500	0
104-362003	Rents and Leases	O	4	4	4	0
104-364002	Sale of Equipment	O	0	0	0	0
104-369001	Miscellaneous Revenue	O	3,789	3,789	3,789	0
104-369002	State and Federal Tax Reimbursement	S	0	0	0	0
104-369004	Prior Year Refund		0	0	0	0
104-369008	Insurance Proceeds	O	0	0	0	0
104-369998	MR-Recovery of Bad Debt		0	0	0	0
104-381001	Transfer from Fund 001	L	3,610,702	2,781,256	2,654,465	0
104-381004	County Contribution-Gas Tax	L	0	0	0	3,360,000
104-381130	Transfer from Fund 130	L	0	0	0	0
104-389901	Estimated Fund Balance	FB	0	0	0	0
104-389905	Less 5% Anticipated Receipts	O	-96,084	-91,745	-81,457	-240,500
Total Revenue			9,083,761	9,677,626	9,673,536	10,061,169

ESCAMBIA COUNTY AREA TRANSIT

Fiscal Year 2014 Budget

FUND	MASS TRANSIT (104)
FUNCTION	Transportation
ACTIVITY	Transit Systems

DEPARTMENT	Public Works
DIVISION	Mass Transit
COST CENTER	Operations

Date: June 22, 2013

Account	Description	FY 10-11 Expenditures	FY 11-12 Budget	FY 12-13 Budget	FY 13-14 Request	Reductions/Justification
Cost Center -320401 -Mass Transit Operations						
53101	Management Fee	409,485	409,485	309,485	346,930	
53401	Operating Costs					
53404	Fixed Route Bus Costs	5,565,146	5,709,211	5,767,131	6,098,953	Salary increase/medical/marketing grant
53405	ADA Paratransit Costs	985,990	1,008,891	1,036,417	1,320,000	Current monthly cost projected thru 13/14
53406	Non-Sponsored TDAC Contribution	36,000	36,000	36,000	36,000	
54101	Communications & Freight	6,000	6,000	6,000	6,000	
54501	Insurance		0	0	0	
54502	Insurance Payment-Previous Year		0	0	0	
54901	TDAC Contribution		0	0	0	
55201	Fueling Operations	764,083	1,228,179	1,269,559	1,251,371	
57201	Debt Service	30,000	5,000	5,000	5,000	
59801	Reserve	4,065	0	0	0	
Mass Transit Sub-Total		7,800,769	8,402,766	8,429,592	9,064,254	

Cost Center - 320402-Pensacola Beach Trolley						
53101	Management Fee	16,109	16,109	24,163	20,000	
53401	Operating Costs	57,770	61,915	107,314	118,436	
55201	Fueling Operations	7,610	9,501	24,586	33,264	
Beach Trolley Sub-Total		81,489	87,525	156,064	171,700	

Cost Center - 320404 Transit (Outside Repairs)						
53101	Management Fee	41,200	41,200	41,200	0	
54601	County Veh. Maintenance	745,250	711,529	567,517	300,000	
Outside Repairs Sub-Total		786,450	752,729	608,717	300,000	

Cost Center - 320405 Non-Urbanized Transportation						
53401	Other Contractual Services	85,000	85,000	85,000	85,000	
Non-Urbanized Transportation-Total		85,000	85,000	85,000	85,000	

Cost Center - 320403 - University of West Florida Trolley						
53101	Management Fee	30,136	30,136	30,136	30,000	
53401	Operating Costs	260,951	270,281	294,779	338,033	
55201	Fueling Operations	38,966	49,189	69,248	72,182	
UWF Sub-Total		330,053	349,606	394,163	440,215	

Grand Total		9,083,761	9,677,626	9,673,536	10,061,169	
--------------------	--	------------------	------------------	------------------	-------------------	--

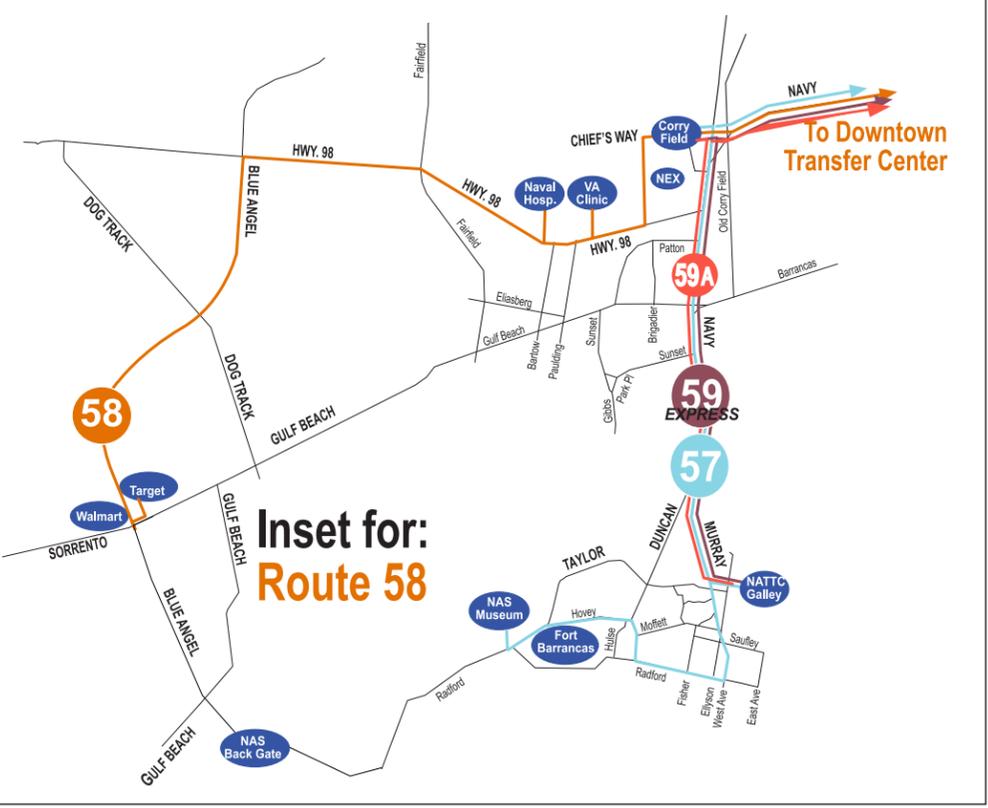
Escambia County Area Transit System Map

Effective August 2012



See inset for Route 58.

ECAT Rosa L. Parks Complex
Transfer to Routes:
1 • 2 • 42 • 44 • 45 • 47
48 • 50 • 51 • 55 • 60 • 61



Inset for: Route 58

Note: Some routes do not travel every trip as depicted on this map. Please see Ride Guide for route details or contact Customer Service.

2013



EXHIBIT B



Adopted: September 11, 2013

Amended: December 11, 2013

[FY 15-19 PROJECT PRIORITIES]

For information regarding this document, please contact:

Gary Kramer
TPO Staff/ WFRPC Senior Transportation Planner
gary.kramer@wfrpc.org

4081 East Olive Road
Suite A
Pensacola, FL 32514
Telephone – 1.800.226-8914
Fax - 850.637.1923

This document is available at
<http://www.wfrpc.org/fl-al-projectpriorities>

"The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(f)] of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

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

Table of Contents

Adoption Resolution iii

Amended Resolutioniv

Section 1: Introduction 1-1

 Purpose of this Report 1-1

 Project Priority Development Process 1-2

Section 2: Public Involvement..... 2-1

Section 3: Long Range Transportation Plan (LRTP) Capacity Project Priorities 3-1

Section 4: Transportation Systems Management (TSM) Project Priorities 4-1

Section 5: Transportation Alternatives Program (TAP) Project Priorities..... 5-1

Section 6: Bicycle and Pedestrian Project Priorities 6-1

Section 7: Public Transportation Project Priorities..... 7-1

Section 8: Aviation and Seaport Project Priorities..... 8-1

Section 9: Locally Funded Projects..... 9-1

Section 10: Major Bridge Replacement Projects 10-1

Tables

Table 1: FY 15-19 Committed Non Strategic Intermodal System (Non-SIS) Capacity Project Priorities 3-2

Table 2: FY 15-19 Non-Strategic Intermodal System (Non-SIS) Project Priorities 3-4

Table 3: FY 15-19 Committed Strategic Intermodal System (SIS) Project Priorities 3-11

Table 4: FY 15-19 Strategic Intermodal System (SIS) Project Priorities 3-14

Table 5: FY 15-19 Committed Transportation Systems Management (TSM) Project Priorities 4-2

Table 6: FY 15-19 Transportation Systems Management (TSM) Project Priorities 4-4

Table 7: FY 15-19 Committed Transportation Alternatives Program (TAP) Project Priorities- Florida..... 5-4

Table 8: FY 15-19 Transportation Alternatives Program (TAP) Project Priorities - Florida..... 5-5

Tables

Table 9: FY 15-19 Transportation Alternatives Program (TAP) Project Priorities - Alabama..... 5-7

Table 10: FY 15-19 Committed Bicycle & Pedestrian Projects - Florida..... 6-2

Table 11: FY 15-19 Bicycle & Pedestrian Project Priorities - Florida..... 6-3

Table 12: FY 15-19 Committed Bicycle & Pedestrian Project Priorities – Alabama..... 6-8

Table 13: FY 15-19 Bicycle & Pedestrian Project Priorities – Alabama..... 6-9

Table 14: FY 15-19 Escambia County Area Transit and Transportation Disadvantaged Project Priorities..... 7-2

Table 15: FY 15-19 Escambia County Area Transit Capital Improvement Project Priorities..... 7-4

Table 16: FY 15-19 Pensacola International Airport Aviation Project Priorities 8-2

Table 17: FY 15-19 Peter Prince Airport Aviation Project Priorities 8-6

Table 18: FY 15-19 Port of Pensacola Seaport Committed Project Priorities..... 8-9

Table 19: FY 15-19 Port of Pensacola Seaport Project Priorities 8-10

Table 20: FY 15-19 Locally Funded Capacity Projects 9-2

Table 21: FY 15-19 Potential Toll Project Priorities..... 9-5

Table 22: FY 15-19 Bridge Replacement Project Priorities 10-2

- Appendix A – Project Evaluation Criteria
- Appendix B – Strategic Intermodal System (SIS) Methodology Resolution
- Appendix C – Corridor Management Plans
- Appendix D – Traffic Signal Timing Projects
- Appendix E – Regional Intelligent Transportation System (ITS) Plan Projects
- Appendix F – List of Acronyms

RESOLUTION FL-AL 13-26

**A RESOLUTION OF THE FLORIDA-ALABAMA
TRANSPORTATION PLANNING ORGANIZATION
ADOPTING THE FY 2015-2019 PROJECT
PRIORITIES**

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

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

WHEREAS, a public workshop was held on July 29, 2013 and a Technical Coordinating Committee/Public Workshop was held on August 19, 2013; and

WHEREAS, the initial step in the development of the TIP is for the TPO to submit its transportation project priorities for all modes of travel to the Florida Department of Transportation prior to October 1 each year;

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

The TPO adopts the FY2015-2019 Project Priorities, with any changes that may have been presented.

Passed and duly adopted by the Florida- Alabama Transportation Planning Organization on this 11th day of September 2013.



**FLORIDA- ALABAMA TRANSPORTATION
PLANNING ORGANIZATION**

BY: 
Gene Valentino, Chairman

ATTEST: 

RESOLUTION FL-AL 13-28

**A RESOLUTION OF THE FLORIDA-ALABAMA
TRANSPORTATION PLANNING
ORGANIZATION AMENDING THE
FY 2015-2019 PROJECT PRIORITIES**

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

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

WHEREAS, the initial step in the development of the TIP is for the TPO to submit its transportation project priorities for all modes of travel to the Florida Department of Transportation prior to October 1 each year;

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

The TPO amends the FY2015-2019 Project Priorities for Perdido Key Drive.

Passed and duly adopted by the Florida- Alabama Transportation Planning Organization on this 11th day of December 2013.

**FLORIDA-ALABAMA TRANSPORTATION
PLANNING ORGANIZATION**

BY: *Gene Valentino*
Gene Valentino, Chairman



ATTEST: *[Signature]*

Section 1: Introduction

The Florida-Alabama Transportation Planning Organization (TPO) annually reviews and adopts transportation Project Priorities. The purpose of this document is to insure that transportation projects programmed by FDOT in the Five Year Work Program are consistent with local needs and plans for the TPO planning area. In accordance with state and federal laws, all modes of transportation must be addressed in the TPO's Project Priorities. These modes of transportation can be identified as Long Range Transportation Plan (LRTP) Capacity Projects, Transportation System Management (TSM) Projects, Transportation Alternative Program (TAP) Projects, Bicycle/Pedestrian Projects, Public Transportation Projects, Seaport Projects, and Aviation Projects.

The TPO's Transportation Improvement Program (TIP) for Fiscal Years 2014/2015 through 2018/2019 begins with preparing a list of Priority Projects to be used in developing the Tentative Five Year Work Programs for the Florida and Alabama Department of Transportation. The list of Priority Projects identifies potential projects to be funded in the new fifth year (2018/2019) of the Work Program.

Purpose of this Report

This report develops a list of needed, but unfunded, transportation projects. The projects listed later in this report are determined by the Florida-Alabama TPO to be necessary to effectively implement the adopted 2035 Long Range Transportation Plan. Projects selected for funding will be incorporated into the Florida-Alabama's Fiscal Years 2014-15 to 2018-19 Transportation Improvement Program (TIP).

Project Priority Development Process

1) Development of candidate projects (May – June)

a. The initial priority ranking is developed from the following:

- Projects in the previous year Priority Projects not funded through construction
- Local County/City submittals within the Florida-Alabama TPO area
- Local Airport, Port and Transit Agency submittals within the Florida-Alabama TPO area
- Adopted Long Range Transportation Plan
- Adopted Bicycle/Pedestrian Plan
- Transportation Alternatives Program Projects
- Congestion Management Process Plan
- Public Input

b. Projects submitted were reviewed by Florida-Alabama TPO Staff using the following criteria:

- Project must be within the Florida-Alabama TPO area.
- Capacity projects must be in the *Cost Feasible Plan* of the Adopted Long Range Transportation Plan

2) Ranking the List of Candidate Projects (July)

a) TPO Staff developed a preliminary List of Priority Projects to submit to the TCC, CAC, BPAC and TPO Board for review and approval.

b) Mass transit, port and aviation projects are prioritized by the submitting agency and forwarded to the TPO for inclusion in the project priority document.

3) Finalizing the List of Priority Projects (August)

- a) Draft project priorities are submitted for review and comment to the TPO Board, TCC, CAC and BPAC committees.
- b) Public workshops are held to review priorities and solicit public comment.

4) Adoption of the List of Priority Projects (September)

- a) Final draft project priorities are presented to the advisory committees for recommendations to the TPO Board.
- b) The TPO Board considers the advisory committees and public's comments/recommendations and adopts the Project Priorities.

Following Florida-Alabama TPO Board approval, the List of Priority Projects is submitted to both the Florida Department of Transportation (FDOT) and the Alabama Department of Transportation (ALDOT) for use in developing the Five Year Tentative Work Program.

Section 2: Public Involvement

The TPO's approach to ensuring the public is given opportunity to review the draft priorities is to run a local newspaper ad in the Pensacola News Journal and issue a general press release to all media. The ad and press release provided a TPO staff contact name, who will answer inquiries, provide requested information, and serve as liaison to community representatives or groups. Staff members are available for Public Meetings and informational gatherings. A letter and schedule of public involvement opportunities will be sent to a list of community organizations to encourage their participation, including representatives of Title VI communities. The following procedure is employed to ensure public involvement throughout the development of the Project Priorities:

- July - Initial Draft Priorities reviewed at a public workshop
- August - Draft Project Priorities reviewed by Technical Coordinating Committee (TCC), Citizens Advisory Committee (CAC), Bicycle/Pedestrian Advisory Committee (BPAC) and TPO Board
- August – Initial Draft Priorities reviewed by the CAC, TCC and at a public workshop
- August - Ad runs in Pensacola News Journal and general press release is issued asking for public comment. The Draft Project Priorities document is also placed on the TPO website at <http://www.wfrpc.org/fl-al-projectpriorities> for public review and comment
- September - Final Draft Project Priorities are reviewed by the TCC, CAC and BPAC and their recommendations are provided to the TPO
- October 1st – The Adopted Project Priorities are submitted to the ALDOT and the FDOT District 3 so they may begin revising their Work Programs for the next planning cycle. The revised FDOT and ALDOT Work Programs are then used in the creation

of the annually created 5-year Transportation Improvement Program (TIP), which is also made available to the public for review and comment

The following tables present the various project categories which are described on the tables. These project categories include:

- Capacity/Multimodal Priorities (SIS and Non-SIS Projects)
- Bicycle/Pedestrian Priorities
- Transportation Alternative Program Priorities
- Seaport Priorities
- Aviation Priorities (Pensacola International Airport and Peter Prince Field)
- Transit Priorities
- Major Bridge Replacement Priorities

The county in which the project is located is denoted as part of the project name. The following abbreviations are used:

- Escambia County = ESC
- Santa Rosa County = SRC
- Baldwin County, Alabama = BAL

Section 3: Long Range Transportation Plan (LRTP) Capacity Project Priorities

This category includes projects identified in the TPO's adopted 2035 Cost Feasible Long Range Transportation Plan. Two types of projects are addressed:

1. Major Capacity Projects - Includes the construction of new roads and highways, bridge capacity projects, interchanges and multi-lane upgrades of existing roads. This includes projects that are part of the Florida Strategic Intermodal System (SIS) as well as those off the SIS or Non-SIS.
2. Other Projects – Includes funding set-asides for Bicycle Pedestrian Projects, Public Transportation, Corridor Management Plans and Projects and Improved Traffic Signal Operations.



Table 1 on the following page presents the Non-Strategic Intermodal System (SIS) projects which are scheduled for construction in the FDOT Five Year Work Program, the Transportation Improvement Program (TIP) or a local Capital Improvement Program (CIP). Currently the list contains projects related to the ongoing construction of Avalon Boulevard in Santa Rosa County. This project came from the TPO's Long Range Transportation Planning (LRTP) process as a needed project to address future travel demands from I-10 to US 90. The Avalon Boulevard widening is in the final stages of construction.

**Table 1: FY 15-19 Committed Non Strategic Intermodal System (Non-SIS) Capacity Project Priorities
Not Subject to Priority Ranking**

Construction funded in the first three years of the Transportation Improvement Program or Underway

Project Name	From	To	Project Phase Status	Improvement
Avalon Boulevard	South of Moor's Lodge	North of CSX Railroad	PD&E Study – Complete	Widen to 4 lanes
			Design – Complete	
			ROW – Complete	
			Construction - Underway	
Avalon Boulevard	I-10	South of Moor's Lodge	PD&E Study – Complete	Widen to 4 lanes
			Design – Complete	
			ROW – Complete	
			Construction - Underway	

Table 2 below presents the Non-Strategic Intermodal System (Non-SIS) project priorities which are not scheduled for construction of the first three years of the FDOT Five Year Work Program. The status of the phases has been color coded to indicate funding. Phases in **GREEN** are considered Cost Feasible with State and/or Federal funds. This is based on the current 2035 Long Range Transportation Plan (LRTP) Cost Feasible Plan. If the phase is currently scheduled for completion in the FDOT Five Year Work Program, the fiscal year of funding and the project number are noted.

Phases in **RED** are not considered cost feasible with State and/or Federal funds based on the currently adopted 2035 LRTP Cost Feasible Plan.

The methodology used to initially rank these projects is based on the evaluation criteria developed as part of the 2035 LRTP process and has been included in Appendix A. Local, toll, bridge replacement, and projects committed for construction (construction funds are programmed in the first three years of the FDOT Work Program) are NOT subject to a priority ranking. These projects are provided for informational purposes only.

These projects were developed through the TPO's LRTP process. The boxed funds are dollars that are being set aside annually to fund mode specific plans such as the Bicycle/Pedestrian Master Plan.

While the TPO uses criteria to develop the Project Priorities, please note that the TPO is not required to set priorities according to the established criteria. The TPO has final authority to prioritize all projects as they see fit.

Table 2: FY 15-19 Non-Strategic Intermodal System (Non-SIS) Project Priorities

Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2035 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY15-19 Priority Ranking
Regional ITS Plan Projects¹	\$1,230,000 Annually				1
Corridor Management Plan/Studies²	\$130,000 Annually				2
Corridor Management Projects²	\$1,500,000 Annually				3
Public Transportation Capital Improvements³	\$300,000 Annually				4
Bicycle/Pedestrian Projects⁴	\$350,000 Annually				5
Traffic Signal Coordination⁵	\$300,000 Annually				6
Nine Mile Road (ESC)	Pine Forest Road	US 29	Widen to 4 lanes	PD&E Study - Complete	7
				Design - Underway	
				ROW - Funded FY14/15 through FY 16/17 Project # 2186053 Construction ⁶	
Nine Mile Road (ESC)	Mobile Highway	Pine Forest Road	Widen to 4 lanes	PD&E Study - Underway Project # 2186054	8
				Design ⁶	
				ROW ⁶ Construction	

^{1.} Regional ITS Plan projects are listed in Appendix E

^{2.} Corridor Management Plan/Studies information is included in Appendix C

^{3.} Table 15 presents the Public Transportation Capital Improvements

^{4.} Table 11 presents the Bicycle and Pedestrian Projects

^{5.} Traffic Signal Coordination Projects are listed in Appendix D

^{6.} Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program

Table 2: FY 15-19 Non-Strategic Intermodal System (Non-SIS) Project Priorities

Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2035 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY15-19 Priority Ranking
Burgess Road (ESC)	US 29	I-110 Overpass	Widen to 4 lanes	PD&E Study - Complete	9
				Design - Underway	
				ROW-Funded FY 17/18 Project # 2184291	
				Construction ¹	
US 98 (SRC)	Bayshore Drive	Portside Drive	Widen to 6 lanes	PD&E Study - Complete	10
				Design - Underway Project # 2201101	
				ROW -Funded FY 14/15 Project # 2204401	
				Construction	
Pinestead-Longleaf Connector (ESC)	Pine Forest Road	US 29	Widen to 4 lanes	PD&E Study - Complete	11
				Design - Complete	
				ROW - Funded FY14/15 & FY16/17 with Local Funds Project # 4210141 ²	
				Construction ¹	
SR 87 North (SRC)	CR 87A (Langley Street)	TPO Urban Boundary	Widen to 4 lanes	PD&E Study- Complete	12
				DESIGN - Underway (FY12/13) Project #4167482	
				ROW	
				Construction	
US 90 (SRC)	Glover Lane/ Old Highway 90	SR 87 South	Widen to 4 lanes	PD&E – Underway	13
				Design	
				ROW	
				Construction	

¹ Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program

² Phase funded with 100% local funds

Table 2: FY 15-19 Non-Strategic Intermodal System (Non-SIS) Project Priorities

Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2035 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY15-19 Priority Ranking
US 90 (SRC)	Avalon Boulevard	Stewart Street	Widen to 6 lanes	PD&E Study - Complete Design - Complete ROW ¹ Construction ¹	14
Gulf Beach Highway (ESC)	Fairfield Drive	Navy Boulevard	Widen to 4 lanes	PD&E Study Design ¹ ROW Construction	15
Gulf Beach Highway (ESC)	Blue Angel Parkway	Fairfield Drive	Widen to 4 lanes	PD&E Study Design ROW Construction	16
Sorrento Road (ESC)	South end of ICWW Bridge	Gulf Beach Highway/Innerarity Point Road	Widen to 4 lanes	PD&E Study - Underway Design - Underway ROW Construction	17

¹ Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program

Table 2: FY 15-19 Non-Strategic Intermodal System (Non-SIS) Project Priorities

Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2035 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY15-19 Priority Ranking
Sorrento Road (ESC)	Gulf Beach Highway/Innerarity Point Road	Blue Angel Parkway	Widen to 4 lanes	PD&E Study - Underway	18
				Design	
				ROW- Funded FY16/17 with Local funds Project # 4210112- Priority for additional state/federal ROW funding	
				Construction Cost Feasible with Local Funds Only	
SR 87 Connector (SRC)	SR 87 South	SR 87 North	Widen to 4 lanes	PD&E Study – Underway	19
				Design ¹	
				ROW	
				Construction	
Main Street (PNS)	Tarragona Street	Chase Street	2 Lane Improvement	PD&E ¹	20
				Design ¹	
				ROW – Not Required	
				Construction ¹	
Main Street (PNS)	Barrancas Avenue	Baylen Street	2 Lane Improvement	PD&E ¹	21
				Design ¹	
				ROW – Not Required	
				Construction ¹	

¹ Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program

Table 2: FY 15-19 Non-Strategic Intermodal System (Non-SIS) Project Priorities

Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2035 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY15-19 Priority Ranking
US 90 (SRC)	SR 87 South	S.A. Jones Road	Widen to 4 lanes	PD&E ¹	22
				Design	
				ROW	
				Construction	
Express Bus Service and Maintenance (ESC/SRC)	Pensacola	Navarre	New Bus Route	n/a	23
Blue Angel Parkway (ESC)	Sorrento Road	US 98	Widen to 4 lanes	PD&E Study - Complete	24
				Design - Underway	
				ROW - Funded FY17/18 with Local funds Project # 4210121 - Priority for additional state/federal ROW funding	
				Construction Cost Feasible with Local Funds Only	

¹ Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program

Table 2: FY 15-19 Non-Strategic Intermodal System (Non-SIS) Project Priorities

Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2035 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY15-19 Priority Ranking
US 29 Connector (ESC)	US 90	US 29	New 4 lane facility	PD&E - Funded in FY 12/13 with Local Funds as Escambia County Project #1 - Priority for additional state/federal PD&E funding	25
				DESIGN ¹	
				ROW	
<p><i>FDOT is currently administering a PD&E Study for a new interchange at 1-10 @ Beulah Road. As this study progresses, it is the Department's intent to consider adding the Beulah Road interchange to the Strategic Intermodal System (SIS) by evaluating information obtained from the study to determine if the facility will function as a SIS corridor. If the information supports the need to add Beulah Road to the SIS, phases of the project beyond the PD&E phase would be eligible for SIS funds.</i></p>				Construction	
Langley Avenue/Tippin Avenue/9th Avenue (ESC)	Major Intersection Improvement			PD&E Study - Underway	26
				Design ¹	
				ROW ¹	
				Construction	
SR 292 Perdido Key Drive (ESC)	Alabama State Line	Gulf Beach Highway/ Innerarity Point Road	Widen to 4 lanes	PD&E Study - Underway funded and managed by FDOT	27
				Design - Funded in FY 14/15 with Local and TRIP Funds Project #4210111	
				ROW - Funded in FY 17/18 with Local Funds Project #4210111 - Priority for additional state/federal ROW funding	
				Construction - Cost Feasible with Local Funds Only	

¹ Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program

Florida's Strategic Intermodal System (SIS) is a transportation system that . . .

- Is made up of facilities and services of statewide and interregional significance (**strategic**)
- Contains all forms of transportation for moving both people and goods, including linkages that provide for smooth and efficient transfers between modes and major facilities (**intermodal**)
- Integrates individual facilities, services, forms of transportation (modes) and linkages into a single, integrated transportation network (**system**)

The SIS was established to . . .

- Efficiently serve the mobility needs of Florida's citizens, businesses, and visitors; and
- Help Florida become a worldwide economic leader, enhance economic prosperity and competitiveness, enrich quality of life, and reflect responsible environmental stewardship.

Table 3 on the following page presents the Strategic Intermodal System (SIS) project priorities that are funded for construction in the FDOT Five Year Work Program and the TPO's TIP. Each of these projects was identified as a need through the FDOT's SIS planning process as well as the TPO's Long Range Transportation Plan (LRTP) process. In addition projects were originally ranked in accordance with FL-AL Resolution 06-14 (Adopted June 2006). This resolution has been included in Appendix B.

Additional information on FDOT's Strategic Intermodal System (SIS) please visit the FDOT SIS website at: <http://www.dot.state.fl.us/planning/sis/>

**Table 3: FY 15-19 Committed Strategic Intermodal System (SIS) Project Priorities
Not Subject to Priority Ranking**

Construction funded in the first three years of the Transportation Improvement Program or Underway

Project Name	From	To	Project Phase Status	Improvement
US 29 (ESC)	I-10	9 1/2 Mile Road	PD&E Study - Complete	Widen to 6 Lanes
			Design - Underway Project # 2186031	
			ROW -Funded FY13/14-14/15 Project # 2186031	
			Construction - Funded FY15/16 Project # 2186031	
SR 87 (SRC)	2 miles south of the Yellow River	CR 184	PD&E Study - Complete	Widen to 4 Lanes
			Design – Complete	
			ROW - Complete	
			Construction - Funded FY15/16 Project # 2204427	
SR 87 (SRC)	Eglin AFB Boundary	2 miles south of the Yellow River	PD&E Study – Complete	Widen to 4 Lanes
			Design – Complete	
			ROW – Complete	
			Construction - Funded FY14/15 Project # 2204424	
SR 87 (SRC)	North of Five Forks Road	Eglin AFB Boundary	PD&E Study - Complete	Widen to 4 Lanes
			Design – Complete	
			ROW - Complete	
			Construction – Underway (FY10-13)Project # 2204423	

**Table 3: FY 15-19 Committed Strategic Intermodal System (SIS) Project Priorities
Not Subject to Priority Ranking**

Construction funded in the first three years of the Transportation Improvement Program or Underway

Project Name	From	To	Project Phase Status	Improvement
I-10 (ESC)	Davis Highway	Scenic Highway	PD&E Study - Complete	Widen to 6 Lanes
			Design – Complete	
			ROW - Complete	
			Construction – Funded in FY 13/14 Project #2224771	

Table 4 presents the Strategic Intermodal System (SIS) project priorities which are not scheduled for construction in the first three years of the FDOT Five Year Work Program. FDOT allocates funding specifically for SIS projects and has requested local input into the SIS funding prioritization process. This year's top SIS project in the Florida-Alabama TPO area remains the I-10 at US 29 interchange improvements. Each of the projects listed in the tables on the following pages were identified through the development of several planning documents. These documents included the FDOT SIS Plan, the TPO's 2035 Long Range Transportation Plan (LRTP) process as well as the FDOT's Interstate Master Plan for I-10.



Table 4: FY 15-19 Strategic Intermodal System (SIS) Project Priorities

Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2035 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement	FY 15-19 Priority Ranking
I-10 (ESC)	at US 29 (SR 95) Phase I		PD&E Study - Complete ----- Design - Funded FY13/14 Project # 2224762 ----- ROW not Required ----- Construction	Modify Interchange	1
I-10 (SRC)	Escambia Bay Bridge	Avalon Boulevard	PD&E Study - Complete ----- Design - Underway ----- ROW - Funded FY15/16 Project # 4130623 ----- Construction ¹	Widen to 6 lanes	2

¹ Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program

Table 4: FY 15-19 Strategic Intermodal System (SIS) Project Priorities

Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2035 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement	FY 15-19 Priority Ranking
Beulah Road Interchange (ESC)	@ I-10 (SR 8)		PD&E – Underway – Funded (FY12/13) Project # 4331131	New Interchange (I-10 at Beulah Road)	3
Design ¹					
ROW ¹					
Construction					

¹ Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program

Section 4: Transportation Systems Management (TSM) Project Priorities

Transportation Systems Management (TSM) Projects are generally low cost operational improvements to the transportation system, as opposed to major capacity projects. TSM Projects can typically be implemented within a short period of time. Examples of TSM Projects include adding turn lanes at intersections, updating traffic signals, modifying median openings and making other operational improvements. The typical source for TSM Project Priorities is the annual FDOT Traffic Operations Project Candidate List, which contains projects that have been warranted based on FDOT study.

Table 5 presents the Transportation System Management (TSM) projects which are funded for construction in the FDOT Five Year Work Program and the TPO's TIP. Table 6 presents the FY 15-19 TSM priority projects.

TSM Projects are generally low cost operational improvements to the transportation system, as opposed to major capacity projects. TSM Projects can typically be implemented within a short period of time. Examples of TSM Projects include adding turn lanes at intersections, updating traffic signals, modifying median openings, and making other operational improvements. The typical methods by which TSM projects are identified are through traffic operations studies requested by citizens, local governments, or the TPO. If these studies determine that operational improvements are needed, those projects are added to the FDOT Traffic Operations Project Candidate List. The funding source for these projects is the District Three traffic operations funds.

**Table 5: FY 15-19 Committed Transportation Systems Management (TSM) Project Priorities
Not Subject to Priority Ranking**

(Funded for Construction within first 3 years of the Work Program)

Construction Scheduled	Project Description/Limits	Improvement
FY12/13 Project # 4256051 (ESC)	SR10A/US90 Scenic Hwy @ Blithewood Drive intersection	Add Northbound left turn lane w/100 ft of storage
FY13/14 Project # 4276481 (ESC)	SR296 Beverly Pkwy @ W St Intersection	Construct Eastbound right turn lane with 125 ft of storage
FY14/15 Project # 4298651 (SRC)	SR87 (Stewart Street) @ CR 191 (Munson Hwy)	Construct a Northbound right turn lane with 150 ft of storage
FY15/16 Project # 4317851 (ESC)	SR 742 (Creighton Road) @ SR 289 (9 th Avenue)	Construct dual Eastbound left turn lanes with 495 ft of storage.
FY16/17 Project # 4317852 (ESC)	SR 289 (9 th Avenue) @ SR 742 (Creighton Road)	Construct dual Northbound left turn lanes with 495 ft of storage
FY15/16 Project # 4317861 (ESC)	SR 296 (Bayou Boulevard) @ 12 th Avenue	Construct Eastbound left turn lane with 325 ft of storage
FY15/16 Project # 4317871 (ESC)	SR 727 (Fairfield Drive) @ North 65 th Avenue	Construct Eastbound right turn lane with 100 ft of storage
FY16/17 Project # 4334481 (ESC)	SR 10A (Mobile Highway) @ Woodside Drive	Construct a Westbound left turn lane with 150 ft of storage

**Table 5: FY 15-19 Committed Transportation Systems Management (TSM) Project Priorities
Not Subject to Priority Ranking**

(Funded for Construction within first 3 years of the Work Program)

Construction Scheduled	Project Description/Limits	Improvement
FY13/14 – Push Button Project (ESC)	SR 727 (Fairfield Drive) @ SR 10A (Mobile Highway)	Extend Southbound right turn lane to 500 ft
FY13/14 – Push Button Project (ESC)	SR 727 (Fairfield Drive) @ SR 10A (Mobile Highway)	Construct Eastbound right turn lane with 200 ft of storage
FY13/14 – Push Button Project (ESC)	SR 95/US 29 @ SR 742 (Burgess Road)	Construct a Westbound left turn lane with 425ft of storage and westbound right turn lane with 200 ft of storage
FY13/14 – Push Button Project (ESC)	SR 742 (Creighton Road) @ Hilltop Road	Construct a Westbound left turn lane with 100 ft of storage

Table 6: FY 15-19 Transportation Systems Management (TSM) Project Priorities

FY 15-19 Priority Ranking	Major Street	Minor Street	Description	Estimated Costs
1	SR 10A (Scenic Highway) (ESC)	Baywoods	Construct Northbound left turn lane with 100 ft of storage	\$808,000 for CST \$1,309,600 for ROW
2	SR 292 (Pace Blvd) (ESC)	Blount Street	Construct Northbound right turn lane with 100 ft of storage	Unknown

Note: The TPO is actively seeking additional projects for the TSM project priority list. These projects may come from existing and future corridor studies as well as requests from the TPO or the general public.

Section 5: Transportation Alternatives Program (TAP) Project Priorities

The Transportation Alternatives Program (TAP) authorized under Section 1122 of Moving Ahead for Progress in the 21st Century (MAP-21) (23 U.S.C. 213(b), 101(a)(29)) provides funding for programs and projects defined as transportation alternatives. Section 1122 of MAP-21 provides for the reservation of funds apportioned to a State under section 104(b) of title 23 to carry out TAP. The national total reserved for TAP is equal to 2 percent of the total amount authorized from the Highway Account of the Highway Trust Fund for Federal-aid highways each fiscal year (23 U.S.C. 213(a)). The Enhancement Program of Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users (SAFETEA-LU) is now part of the TAP of MAP-21.

Under 23 U.S.C. 213(b) eligible activities under the TAP program consist of:

1. Transportation Alternatives as defined in 23 U.S.C. 101(a)(29) (MAP-21 1103):

- A. Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990.
- B. Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
- C. Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users.

- D. Construction of turnouts, overlooks, and viewing areas.
 - E. Community improvement activities, including:
 - i. inventory, control, or removal of outdoor advertising;
 - ii. historic preservation and rehabilitation of historic transportation facilities;
 - iii. vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
 - iv. archaeological activities relating to impacts from implementation of a transportation project eligible under title 23.
 - F. Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:
 - i. address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff, including activities described in sections 133(b)(11), 328(a), and 329 of title 23; or
 - ii. reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.
2. The recreational trails program under section 206 of title 23.
 3. The safe routes to school program under section 1404 of the SAFETEA-LU.
 - A. Infrastructure-related projects - planning, design, and construction of infrastructure-related projects on any public road or any bicycle or pedestrian pathway or trail in the vicinity of schools that will substantially improve the ability of students to walk and bicycle to school, including sidewalk improvements, traffic calming and speed reduction improvements, pedestrian and bicycle crossing improvements, on-street bicycle facilities,

- off-street bicycle and pedestrian facilities, secure bicycle parking facilities, and traffic diversion improvements in the vicinity of schools.
- B. Non-infrastructure-related activities to encourage walking and bicycling to school, including public awareness campaigns and outreach to press and community leaders, traffic education and enforcement in the vicinity of schools, student sessions on bicycle and pedestrian safety, health, and environment, and funding for training, volunteers, and managers of safe routes to school programs.
 - C. Safe Routes to School coordinator.
4. Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

Tables 7 through 9 present the Transportation Alternatives Program (TAP) projects. These projects come from the former Enhancement Program and the newly created TAP. These projects were identified by the local governments as potential candidate projects for this program. Applications have been developed in support of the projects and submitted to the appropriate DOT.

**Table 7: FY 15-19 Committed Transportation Alternatives Program (TAP) Project Priorities- Florida
Not Subject to Priority Ranking**

Construction funded in the first three years of the Transportation Improvement Program or Underway

Project Name	From	To	Description
Tiger Point Boulevard East (SRC)	US 98 (SR 30)	County Park Entrance	Construct sidewalk on the west side of Tiger Point Boulevard for .417 miles. Funded in FY 14/15 under Project # 4317011
Old US 90 (SRC)	Blackwater Heritage Trail	Henry Street	Design and construction of a 6 foot wide sidewalk on north side of Old Highway 90. Funded in FY 15/16 Project # 4335751

Table 8: FY 15-19 Transportation Alternatives Program (TAP) Project Priorities - Florida

FY 15-19 Priority Ranking Per Criteria	Project Name	From	To	Description
1	US 98 Navarre Pedestrian Overpass (SRC)	Pedestrian Overpass to be constructed over US98 between Presidio Street and Luneta Street. <i>Initial project development is funded in FY 14/15 under Project # 4335731</i>		
2	Michigan Avenue/ Saufley Field Rd Sidewalks (ESC)	Denver Avenue	NAS Saufley Field	Project will provide a complete pedestrian facility, 5-foot sidewalks on both sides, by connecting existing sidewalks within the corridor. Distance is approximately 1.87 miles. <i>Initial project development is funded in FY 14/15 under Project # 4335771</i>
3	Henry Street Sidewalk (SRC)	Old Bagdad Hwy	Canal St	Design to extend sidewalk from Old Bagdad Hwy to Canal St.
4	King Middle School Sidewalk Connection (SRC)	Project is located between SR87 (Stewart St) and SR89 (Dogwood Dr) with 5,945 feet of sidewalk installation. On the east side of Byrom St, north of Magnolia St, 2,640 feet of sidewalk will connect Magnolia St and Rosasco St. The 505 foot, north side of the King St sidewalk will connect SR87 (Stewart St) to Byrom St. Rosasco St is a <u>connector</u> between SR87 (Stewart St) and SR89 (Dogwood Dr). A 2,800 foot sidewalk will be located on the north side of Rosasco St.		
5	Hamilton Bridge Rd Sidewalk (SRC)	East Spencer Field Rd	Crystal Creek subdivision	Design and construction of 5,500 feet of sidewalk on the north side of Hamilton Bridge Rd. from East Spencer Field to Crystal Creek subdivision.

Table 8: FY 15-19 Transportation Alternatives Program (TAP) Project Priorities- Florida

FY 15-19 Priority Ranking Per Criteria	Project Name	From	To	Description
6	Pace Lane Sidewalks (SRC)	Skipper Lane	Highway 90	Design and construction of a six foot wide sidewalk on west side of Pace Lane from Skipper Lane to Highway 90
7	Pace Lane Sidewalks (SRC)	Skipper Lane	Mathew Road	Design of a six foot sidewalk from Skipper Lane to Matthew Road
8	Old Bagdad Highway Sidewalks (SRC)	Design and construction of a sidewalk on the north side of Old Bagdad Highway from Avalon Blvd to entrance to Optimist Park and sidewalk on east side of Parkmore Plaza from Old Bagdad Hwy to Highway 90		
9	Massachusetts Avenue Sidewalks (ESC)	Hollywood Ave	Mobile Hwy	Approx. 1.6 mile sidewalk project that will connect to existing sidewalks in addition to the Community Redevelopment Agencies' plans of implementing sidewalks to the east

Table 9: FY 15-19 Transportation Alternatives Program (TAP) Project Priorities - Alabama

FY 15-19 Priority Ranking Per Criteria	Project Name	From	To	Description
1	Back Country Trail & Neighborhood Connectivity – Phase I (BAL)	NA	NA	Construction of approximately 19,200 linear feet of 6 foot wide concrete sidewalks along Cotton Bayou Drive, Public Works Road, Gulf Bay Road, Oak Ridge Drive, and State Route 161. The project also includes the resurfacing of the 12 foot wide asphalt off-road trail known as Camp Ground Road which is a part of the Back Country Trail within the Gulf State Park. The proposed pedestrian and bicycle improvements will tie to existing pedestrian and bicycle facilities and provide connectivity between the residential areas of Orange Beach, the existing Back Country Trail, commercial areas, and the City's recreational sports complex.

Section 6: Bicycle and Pedestrian Project Priorities

Tables 10, 11, 12 and 13 present the bicycle and pedestrian project priorities. Table 10 depicts the committed projects located within Escambia and Santa Rosa Counties which have construction funding in the FDOT Five Year Work Program and the TPO's TIP. These projects are not subject to a priority ranking.

Table 11 presents the FY 15-19 Bicycle and Pedestrian project priorities within Escambia and Santa Rosa Counties. These projects are derived from the Florida-Alabama TPO's Bicycle & Pedestrian Master Plan. Projects identified in this plan may include the construction of bike lanes, sidewalks, paved shoulders, and restriping of the roadways to allow for wider outside lanes.

Tables 12 and 13 present the committed projects and priority projects for the portion of the TPO area located in Alabama.

Additional information on the TPO's Bicycle and Pedestrian Master Plan may be viewed on-line at:

<http://70.167.229.112/fatpo/documents/Florida-Alabama%20TPO%20Bike%20Ped%20Plan%20Final%20March%202012.pdf>

Table 10: FY 15-19 Committed Bicycle & Pedestrian Projects - Florida
Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

Project #	Road Name	From	To	Mode	Recommended Facility Type/Improvement
4257454	Fairfield Drive SR 727 (ESC)	69th Avenue	65th Ave	Pedestrian	Add Sidewalk (Minor Regrading) – Construction funded in FY 15/16
4257452	Navy Boulevard Alternative Sidewalk Project (2 nd Street)	Interbay Avenue	Barrancas Avenue	Bicycle	Add paved shoulders along 2 nd Street 0 Construction funded in FY14/15

Table 11: FY 15-19 Bicycle & Pedestrian Project Priorities - Florida

FY 15-19 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
1	Old Corry Field Road (CR 295A) - Navy Blvd Alternate Bike Route (ESC)	Barrancas Avenue	Navy Boulevard	Pedestrian	Add Paved Shoulders – Construction funded in FY 16/17 Project # 4257455
2	Navy Boulevard (ESC)	New Warrington Road	Pace Boulevard	Pedestrian	3 miles of sidewalks on Navy Blvd
3	Davis Highway (ESC)	Fairfield Drive	Schubert Drive	Bicycle	2.785 miles, Designate bike lane if possible or re-stripe for wide outside lane
4	Davis Highway(to include Alt.90 portion, sometimes referred to as 9 mile) (ESC)	Forsyth Street	Scenic Highway	Bicycle	2.462 miles, Designated Bike Lane if possible/If not, Re-stripe for wide outside lane. Conversion of un-utilized on-street parking between US90 overpass and Scenic Hwy to a designated bike lane
5	9 th Avenue (ESC)	Creighton Road	Bayou Boulevard	Bicycle	2.041 miles, Designated bike lane if possible or re-stripe for wide outside lane
6	9 th Avenue (ESC)	Cervantes Street	Bayfront Parkway	Bicycle	0.858 miles Designated bike lane if possible or re-stripe for wide outside lane
7	Sorrento Road/ Gulf Beach Highway (ESC)	CR 297	Patton Drive	Pedestrian	3.75 miles Sidewalks both sides
8	Johnson Avenue (ESC)	US 29	Olive Road	Bike	6.135 miles Paved shoulders
9	Langley Avenue (ESC)	Scenic Heights Elementary School	Leesway Boulevard	Pedestrian	Medians and pedestrian crossing

Table 11: FY 15-19 Bicycle & Pedestrian Project Priorities - Florida

FY 15-19 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
10	US 98 Gulf Islands National Seashore Eastbound alternative route (SRC)	3 Mile Bridge	Fairpoint Drive	Bicycle	2.07 miles Paved with shoulders and signage
		Fairpoint Drive	Sunset Drive		
		Sunset Drive	Shoreline Drive		
		Shoreline Drive	US 98		
11	US 98 Gulf Islands National Seashore Westbound alternative route (SRC)	McClure	Joachim		0.931 miles
		Joachim	Daniel		
		N. on Daniel / Kenilworth	Northcliff		
		Northcliff	US 98		
12	Park Ave (SRC)	SR 89	Byrom Street	Pedestrian	0.505 miles sidewalks north side
		Byrom Street	SR 87	Pedestrian	0.27 miles Sidewalks south side
		SR 87	Blackwater Heritage Trail	Pedestrian	.073 miles sidewalks on both sides
13	Creighton Road SR 742 (ESC)	Plantation Road	Davis Highway	Bicycle	Restripe Candidate
14	Garden Street/Alcaniz SR 30 (US 98) (ESC)	Tarragona Street	Gregory Street	Bicycle	Road Diet Candidate
15	12th Avenue (ESC)	Fairfield Drive	Bayou Boulevard	Bicycle	Restripe Candidate
16	E Street CR 443 (ESC)	Cross Street	Texar Drive	Bicycle	Restripe Candidate
17	SR 95 (US 29) (ESC)	Pace Boulevard/SR 292	Brent Lane/SR 296	Bicycle	Restripe Candidate
18	Saufley Field Road CR 296 (ESC)	Muldoon Road	Mobile Highway	Bicycle	Restripe Candidate
19	Gulf Beach Highway SR 292 (ESC)	Fairfield Drive/SR 727	Navy Boulevard/SR 295	Bicycle	Restripe Candidate
20	9th Avenue (SR 289) (ESC)	Bayou Boulevard/SR 296	Langley Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
21	17th Avenue (ESC)	Bayfront Parkway	South of RR Tracks	Pedestrian	Add Sidewalk (Minor Regrading)
22	Fairfield Drive (SR 295) (ESC)	New Warrington Road	"W" Street/CR 453	Pedestrian	Add Sidewalk (Minor Regrading)
23	Scenic Highway SR 10A(US 90) (ESC)	Strong Street	Hyde Park Road	Pedestrian	Add Sidewalk (Minor Regrading)

Table 11: FY 15-19 Bicycle & Pedestrian Project Priorities - Florida

FY 15-19 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
24	SR 10 (US 90) (SRC)	SR 281/Avalon Boulevard	SR 87/Stewart Street	Bicycle	Restripe Candidate
25	Chiefs Way (SR 294) (ESC)	SR 295/New Warrington Road	US 98/Navy Boulevard	Bicycle	Add Paved Shoulders - Minor
26	Garden Street/Alcaniz SR 30 (US 98) (ESC)	Tarragona Street	Gregory Street	Pedestrian	Add Sidewalk (Minor Regrading)
27	Chiefs Way (SR 294) (ESC)	SR 295/New Warrington Road	US 98/Navy Boulevard	Pedestrian	Add Sidewalk (Minor Regrading)
28	Chase Street/1 Way EB (Bus US 98) (ESC)	North Palafox Street	9th Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
29	E Burgess Road (SR 742) (ESC)	Plantation Road	Davis Highway/SR 291	Bicycle	Add Paved Shoulders - Major
30	Bayou Boulevard & Perry Avenue (ESC)	Hyde Park Road	Baldwin Avenue	Bicycle	Add Paved Shoulders - Minor
31	Bayou Boulevard & Perry Avenue (ESC)	Hyde Park Road	Baldwin Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
32	17th Avenue (ESC)	Bayfront Parkway	South of RR Tracks	Bicycle	DCSN
33	Fairfield Drive (SR 727) (ESC)	Bruce St	Mobile Highway/US 90	Bicycle	Add Paved Shoulders - Minor
34	17th Avenue (ESC)	S of RR Tracks	Cervantes Street/US 90	Bicycle	DCSN
35	W Burgess Road (SR 742) (ESC)	SR 95/Pensacola Boulevard	CR 95A/Old Palafox Highway	Bicycle	Add Paved Shoulders - Major
36	Navy Boulevard (SR 295) (ESC)	Bayou Grande Bridge NE	SR 292/Barrancas Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
37	12th Avenue (ESC)	Fairfield Drive	Bayou Boulevard	Pedestrian	Add Sidewalk (Minor Regrading)
38	Bayou Boulevard & Perry Avenue (ESC)	Baldwin Avenue	DuPont Drive	Bicycle	Add Paved Shoulders - Minor
39	Davis Highway (SR 291) (ESC)	University Parkway	Nine Mile Road/US 90A	Pedestrian	Add Sidewalk (Minor Regrading)
40	Lillian Highway (SR 298) (ESC)	Blue Angel Parkway/SR 173	Fairfield Drive/SR 727	Bicycle	Add Paved Shoulders - Major

Table 11: FY 15-19 Bicycle & Pedestrian Project Priorities - Florida

FY 15-19 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
41	9th Avenue (SR 289) (ESC)	Dunmire Street	Beau Terra Lane	Bicycle	DCSN
42	Jackson Street (CR 298A) (ESC)	"W" Street	Pace Boulevard	Bicycle	Add Paved Shoulders - Minor
43	Fairfield Drive (SR 727) (ESC)	Bruce Street	Mobile Highway/US 90	Pedestrian	Add Sidewalk (Minor Regrading)
44	Saufley Field Road (CR 296) (ESC)	Blue Angel Parkway	Muldoon Road	Pedestrian	Add Sidewalk (Minor Regrading)
45	Oriole Beach Road (SRC)	Palm Rd	US 98	Bicycle	DCSN
46	Scenic Highway SR 10A(US 90) (ESC)	I-10/SR 8	Baybrook Drive	Pedestrian	Add Sidewalk (Major Regrading)
47	Bayou Boulevard & Perry Avenue (ESC)	Baldwin Avenue	DuPont Drive	Pedestrian	Add Sidewalk (Minor Regrading)
48	Sorrento Road (SR 292) (ESC)	Gulf Beach Highway	Doug Fort Drive	Bicycle	Add Paved Shoulders - Major
49	Main Street (ESC)	Baylen Street	Tarragona Street	Bicycle	DCSN
50	E Street (CR 443) (ESC)	Yonge Street	Cross Street	Bicycle	DCSN
51	Fairfield Drive (SR 295) (ESC)	Davis Highway	SR 289/9th Avenue	Bicycle	DCSN
52	E Burgess Road (SR 742) (ESC)	Plantation Road	Davis Highway/SR 291	Pedestrian	Add Sidewalk (Major Regrading)
53	Gregory Street/1 Way WB (US 98) (ESC)	9th Street	Bayfront Parkway/Chase Street	Pedestrian	Add Sidewalk (Minor Regrading)
54	Olive Road (SR 290) (ESC)	9th Avenue/SR 289	Scenic Highway/SR 10A	Pedestrian	Add Sidewalk (Minor Regrading)
55	Navy Boulevard (SR 295) (ESC)	US 98	SR 295/New Warrington Road	Bicycle	DCSN
56	W Street (CR 453) (ESC)	Cervantes Street	Fairfield Drive	Pedestrian	Add Sidewalk (Minor Regrading)
57	Bauer Road (CR 293) (ESC)	Sorrento Road	Meadson Road	Pedestrian	Add Sidewalk (Major Regrading)
58	New Warrington Road (SR 295) (ESC)	US 98/Navy Boulevard	Martha Lane	Bicycle	Add Paved Shoulders - Minor
59	Mobile Highway SR 10A (US 90) (ESC)	Bellview Avenue	Pine Forest Road/CR 297	Pedestrian	Add Sidewalk (Major Regrading)

Table 11: FY 15-19 Bicycle & Pedestrian Project Priorities - Florida

FY 15-19 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
60	Sorrento Rd /Gulf Beach Hwy SR 292 (ESC)	Blue Angel Parkway/SR 173	Dog Track Road	Bicycle	Add Paved Shoulders - Major
61	SR 30 (US 98) (SRC)	Fairpoint Drive	Bay Bridge Drive	Bicycle	DCSN
62	Main Street (ESC)	"A" Street	Baylen Street	Pedestrian	Add Sidewalk (Minor Regrading)
63	Bayou Boulevard & Perry Avenue (ESC)	Cervantes Street/US 90	Hyde Park Road	Pedestrian	Add Sidewalk (Minor Regrading)
64	New Warrington Spur (SR 295) (ESC)	Martha Lane	Mobile Highway Interchange	Pedestrian	Add Sidewalk (Minor Regrading)
65	Jackson Street (CR 298A) (ESC)	"W" Street	Pace Boulevard	Pedestrian	Add Sidewalk (Minor Regrading)
66	SR 95 (US 29) (ESC)	Tree Street	Morris Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
67	Olive Road (SR 290) (ESC)	Davis Highway/SR 291	Kipling Street	Pedestrian	Add Sidewalk (Major Regrading)
68	Mobile Highway SR 10A (US 90) (ESC)	Massachusetts Avenue	Saufley Field Road/CR 296	Pedestrian	Add Sidewalk (Major Regrading)
69	Jackson Street(CR 298A) (ESC)	Pace Boulevard	"A" Street	Pedestrian	Add Sidewalk (Minor Regrading)
70	Pensacola Beach Boulevard CR 399 (ESC)	North end of Bob Sikes Bridge	Via de Luna Drive	Pedestrian	Add Sidewalk (Minor Regrading)
71	W Burgess Road (SR 742) (ESC)	SR 95/Pensacola Boulevard	CR 95A/Old Palafox Highway	Pedestrian	Add Sidewalk (Major Regrading)
72	E Burgess Road (SR 742) (ESC)	Confederate Drive	Creighton Road	Pedestrian	Add Sidewalk (Major Regrading)
73	Davis Highway (SR 291) (ESC)	Brent Lane/SR 296	Burgess Road/SR 742	Pedestrian	Add Sidewalk (Minor Regrading)
74	Fairfield Drive (SR 727) (ESC)	65th Avenue	Bruce Street	Pedestrian	Add Sidewalk (Minor Regrading)
75	E Burgess Road (SR 742) (ESC)	Sanders Street	Lanier Drive	Pedestrian	Add Sidewalk (Major Regrading)

**Table 12: FY 15-19 Committed Bicycle & Pedestrian Project Priorities – Alabama
Not Subject to Priority Ranking**

Construction funded in the first three years of the Transportation Improvement Program or Underway

Road Name	From	To	Mode	Recommended Facility Type/Improvement
CR 99 (BAL)	US 98	Spanish Cove Drive	Bicycle	Add Paved Shoulders (Minor Regrading) Funded FY 13/14 Project # 100060019
S 7 th Street (BAL)	CR 99	Boat Ramp		
CR 99 (BAL)	Hyde Park Road	Spanish Cove Drive	Pedestrian	Add sidewalk (Minor Regrading) Funded FY 14/15 & FY 15/16 Project # 100060025 & 100060026
SR 42 (Alabama US 98) (BAL)	Barclay Avenue	Alabama State Line	Bicycle	Add Paved Shoulder – Major Funded FY 16/17 & FY 17/18 Project # 100060027 & 100060029

Table 13: FY 15-19 Bicycle & Pedestrian Project Priorities – Alabama

FY 15-19 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
1	CR 99 (BAL)	Carrier Drive	Spanish Cove Drive	Bicycle	Add Paved Shoulders (Major Regrading)
2	CR 99 (BAL)	CR 91	Carrier Drive	Bicycle	Add Paved Shoulders (Major Regrading)
3	SR 42 Alabama US 98 (BAL)	Hillcrest Road	Barclay Avenue	Bicycle	Add Paved Shoulders – Major
3	SR 42 Alabama US 98 (BAL)	Barclay Avenue	Alabama State Line	Pedestrian	Add Sidewalk (Major Regrading)
4	CR 99 (BAL)	Carrier Drive	Spanish Cove Drive	Pedestrian	Add Sidewalk (Major Regrading)
5	SR 42 Alabama US 98 (BAL)	SR 91 Sycamore	Hillcrest Road	Bicycle	Add Paved Shoulders – Major
6	SR 42 Alabama US 98 (BAL)	Hillcrest Road	Barclay Avenue	Pedestrian	Add Sidewalk (Major Regrading)
6	CR 91 (BAL)	CR 99	US 98	Pedestrian	Add Sidewalk (Major Regrading)

Table 13: FY 15-19 Bicycle & Pedestrian Project Priorities – Alabama

FY 15-19 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
7	SR 42 Alabama US 98 (BAL)	SR 91 Sycamore	Hillcrest Road	Pedestrian	Add Sidewalk (Major Regrading)
7	CR 99 (BAL)	CR 91	Carrier Drive	Pedestrian	Add Sidewalk (Major Regrading)

Section 7: Public Transportation Project Priorities

Public Transportation Project Priorities are developed by the Escambia County Area Transit System (ECAT) and approved by the Escambia County Commission. These projects fall into two categories: Capital Improvements and Operating Assistance. Capital Improvements include the construction of facilities or purchase of equipment to maintain or expand service, while Operating Assistance provides the funds necessary to make up the difference between the revenue generated by the service and the actual cost of the service (commonly known as the operating deficit). The source of public transportation projects is the Escambia County Transit Development Plan (TDP). Public Transportation Project Priorities are provided annually by ECAT. Priorities are shown for each year from 2015 through 2019.

Tables 14 and 15 present the public transportation and transportation disadvantaged project priorities for FY 15-19.

Table 14: FY 15-19 Escambia County Area Transit and Transportation Disadvantaged Project Priorities

Work Program #	Project Description	Funding Source	%	Proposed 2015	Proposed 2016	Proposed 2017	Proposed 2018	Proposed 2019
NA	TD Escambia Trip & Equipment	State	90	\$548,754	\$548,754	\$548,754	\$548,754	\$548,754
NA	TD Santa Rosa Trip & Equipment	State	90	\$330,322	\$ 330,322	\$330,322	\$330,322	\$330,322
NA	TD Escambia Planning	State	100	\$23,058	\$ 23,058	\$23,058	\$23,058	\$23,058
NA	TD Santa Rosa Planning	State	100	\$20,099	\$ 20,099	\$20,099	\$20,099	\$20,099
4222571	Block Grant (Operating Assistance)	State	50	\$769,539	\$776,505	\$793,920	\$793,920	\$793,920
4222591	Urban Corridor Program Davis Highway Service	State	100	\$1,834,512	\$400,000	\$420,000	\$420,000	\$420,000
4217331	Preventative Maintenance (Enhancement STP/Flex from FHWA/Non-SIS Priority #4)	FTA	80	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
4222581	Capital projects Section 5307	FTA	80	\$2,200,000	\$2,200,000	\$2,200,000	\$2,200,000	\$2,200,000
NA	Operating Assistance Section 5307	FTA	50	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000

Table 14: FY 15-19 Escambia County Area Transit and Transportation Disadvantaged Project Priorities

Work Program #	Project Description	Funding Source	%	Proposed 2015	Proposed 2016	Proposed 2017	Proposed 2018	Proposed 2019
4213681	Section 5311 Non-Urbanized Area Transportation (Escambia)	State	50	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000
NA	Section 5311 Non-Urbanized Area Transportation (Santa Rosa)	State	50	\$167,812	\$167,812	\$167,812	\$167,812	\$167,812
4202762	Section 5309 State of Good Repair	FTA	80	\$1,053,401				
NA	FTA Section 5339 Bus & Bus Facilities	FTA	80	\$300,084	\$300,084	\$300,084	\$300,084	\$300,084
NA	FTA Section 5310 Enhanced Mobility for Seniors and Persons with Disabilities Capital	FTA	80	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000
NA	FTA Section 5310 Enhanced Mobility for Seniors and Persons with Disabilities Operating	FTA	50	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000
4202762	Veterans Transportation & Community Living Initiative Grant D2012-BUSP-004	FTA	80	\$222,387				

Table 15: FY 15-19 Escambia County Area Transit Capital Improvement Project Priorities

FY 15-19 Priority Ranking	Project Name	Cost	Scope
1	Fixed Route Bus Purchase	\$1,800,000	Purchase (6) replacement buses for fixed route ¹
2	Paratransit Bus Purchase	\$1,564,000	Purchase (19) paratransit replacement buses ²
3	Website Redesign	\$25,000	Creation of a new interactive website that will be user-friendly and to increase public awareness. The website will also include survey capabilities, Google Transit/trip planning features, and online ticket purchases as an additional function to the website.
4	Interactive Passenger Information Kiosks	\$45,000	Purchase of two interactive passenger information kiosks for enhancement of our customer service and support at the passenger terminal facility.
5	WIFI - For Buses	\$45,000	Purchase software, hardware and support for all revenue vehicles to allow internet access for passengers.
6	Automatic Passenger Counters	\$160,000	Purchase and install automatic passenger counters on all buses
7	ADA Automatic Annunciators	\$329,500	Purchase and install automatic annunciator system on all buses that announces stops will be automatically based on GPS information.
8	Bus Shelters	\$90,000	Purchase (7) bus shelters with solar lighting
9	Bus AC Replacement	\$75,000	Purchase AC parts for continual repairs of units
10	Exterior Sign for Main Building Facility	\$30,000	Purchase a new exterior sign with the updated logo for the main building facility
11	Maintenance Area Repair and Improvements	\$260,000	Maintenance Floor resurfacing, additional lighting and fencing for improved security

¹ Escambia County BOCC approved the purchase of 4 replacement buses for fixed route on July 25, 2013. ECAT expects to request replacement of 2 additional fixed route buses.

² Escambia County BOCC approved to proceed with Grant Application for purchase of 15 replacement vehicles for paratransit on June 20, 2013.

Section 8: Aviation and Seaport Project Priorities

Seaport and aviation projects do not compete with transit and highway projects for funding. The following facilities are located in the TPO planning area:

- Port of Pensacola
- Pensacola International Airport
- Peter Prince Field

Priorities for the Port of Pensacola and Pensacola Regional Airport are submitted annually to the TPO. Santa Rosa County provides priorities for Peter Prince Field. The sources of seaport and aviation projects are master plans for each facility. Priorities are shown for each year from 2015 through 2019.

Table 16: FY 15-19 Pensacola International Airport Aviation Project Priorities

2015

Priority Ranking	FM Item	Description	Local	FDOT	FAA/Federal	Total
1	42030019401	Commerce Park Improvements - Phase II	\$ 166,667	\$ 500,000		\$ 666,667
2	TBA	Airfield Pavement and Lighting (LED) Rehabilitation - Construction	\$ 250,000		\$ 2,250,000	\$ 2,500,000
3	TBA	Retention Pit Improvements - Construction	\$ 45,000		\$ 855,000	\$ 900,000
4	4054931	EA/EIS for Runway 17/35 Extension	\$ 11,450		\$ 217,550	\$ 229,000
5	TBA	Strengthen SW Ramp - Design	\$ 10,000		\$ 190,000	\$ 200,000
6	TBA	Relocate Fuel Farm - Design Phase I	\$ 20,000		\$ 380,000	\$ 400,000
7	TBA	Remove Old TRACON Building	\$ 50,000		\$ 950,000	\$ 1,000,000
8	TBA	Pave Interior Perimeter Road	\$ 24,500		\$ 465,500	\$ 490,000
9	4054901	Construct Hold Pads	\$ 60,500		\$ 1,149,500	\$ 1,210,000
		FY15 Total	\$ 638,117	\$ 500,000	\$ 6,457,550	\$ 7,595,667

Table 16: FY 15-19 Pensacola International Airport Aviation Project Priorities

2016

Priority Ranking	FM Item	Description	Local	FDOT	FAA/Federal	Total
1	42030019401	Commerce Park Improvements - Phase II	\$ 307,297	\$ 921,890		\$ 1,229,187
2	TBA	Relocate Fuel Farm - Construction	\$ 45,000		\$ 855,000	\$ 900,000
3	TBA	Runway 8/26 Pavement Rehabilitation - Design	\$ 5,000		\$ 45,000	\$ 50,000
4	TBA	Strengthen SW Ramp - Construction	\$ 500,000		\$ 4,500,000	\$ 5,000,000
5	TBA	Parallel Taxiway - Design	\$ 30,000		\$ 270,000	\$ 300,000
6	TBA	Environmental Assessment for ILS at Runway 35	\$ 12,500		\$ 237,500	\$ 250,000
7	TBA	Purchase Replacement ARFF Vehicle	\$ 35,000		\$ 665,000	\$ 700,000
		FY16 Total	\$ 934,797	\$ 921,890	\$ 6,572,500	\$ 8,429,187

Table 16: FY 15-19 Pensacola International Airport Aviation Project Priorities

2017

Priority Ranking	FM Item	Description	Local	FDOT	FAA/Federal	Total
1	4203002	Commerce Park Improvements - Phase II	\$ 266,667	\$ 800,000		\$ 1,066,667
2	TBA	Runway 17/35 Joint Repair	\$ 100,000		\$ 900,000	\$ 1,000,000
3	TBA	Runway 8/26 Pavement Rehabilitation - Construction	\$ 800,000		\$ 7,200,000	\$ 8,000,000
4	4074311	Runway 17/35 Extension - Design	\$ 37,000		\$ 703,000	\$ 740,000
5	TBA	Industrial Apron - Design	\$ 30,000		\$ 270,000	\$ 300,000
6	TBA	GA Ramp Expansion - Design	\$ 30,000		\$ 570,000	\$ 600,000
7	TBA	Relocate Helicopter Operations	\$ 85,000		\$ 1,615,000	\$ 1,700,000
		FY17 Total	\$ 1,348,667	\$ 800,000	\$ 11,258,000	\$ 13,406,667

Table 16: FY 15-19 Pensacola International Airport Aviation Project Priorities

2018

Priority Ranking	FM Item	Description	Local	FDOT	FAA/Federal	Total
1	4296092	Commerce Park Improvements - Phase II	\$ 1,500,000	\$ 1,500,000		\$ 3,000,000
2	TBA	Terminal Building Apron Expansion	\$ 1,500,000	\$ 1,500,000		\$ 3,000,000
3	TBA	GA Ramp Expansion - Construction	\$ 150,000		\$ 2,850,000	\$ 3,000,000
4	4096971	Taxiway to the SW - Design/Construction	\$ 425,500	\$ 425,500		\$ 851,000
		FY18 Total	\$ 3,575,500	\$ 3,425,500	\$ 2,850,000	\$ 9,851,000

2019

Priority Ranking	FM Item	Description	Local	FDOT	FAA/Federal	Total
1	TBA	Commerce Park Improvements - Phase III	\$ 500,000	\$ 1,500,000		\$ 2,000,000
2	TBA	Runway 17/35 Extension - Construction	\$ 750,000	\$ 750,000	\$ 13,500,000	\$ 15,000,000
3	4181921	ILS/GPS Approach Runway 17/35 Extension	\$ 50,000	\$ 50,000	\$ 900,000	\$ 1,000,000
4	TBA	Parallel Taxiway - Construction	\$ 750,000	\$ 750,000	\$ 13,500,000	\$ 15,000,000
5	TBA	Industrial Apron - Construction	\$ 500,000	\$ 500,000	\$ 9,000,000	\$ 10,000,000
		FY19 Total	\$ 2,550,000	\$ 3,550,000	\$ 36,900,000	\$ 43,000,000

**Table 17: FY 15-19 Peter Prince Airport Aviation Project Priorities
2015**

Priority	FM Item	Description	Local	FDOT	FAA	Total
1	TBA	Runway Overlay/Pavement Maintenance	38,562	38,562	1,465,376	\$1,542,500
2	TBA	Construct Entrance/Exit Taxiways	32,250	129,000	-	\$ 161,250

2016

Priority	FM Item	Description	Local	FDOT	FAA	Total
1	TBA	Construct East Access Taxiways	56,800	227,200	-	\$ 284,000

2017

Priority	FM Item	Description	Local	FDOT	FAA	Total
1	TBA	Construct T-Hangars (12 units)	120,000	480,000	-	\$ 600,000

Table 17: FY 15-19 Peter Prince Airport Aviation Project Priorities

2018

Priority	FM Item	Description	Local	FDOT	FAA	Total
1	TBA	Rehabilitate West Apron Tie-Down area	-	250,000	-	\$ 250,000

2019

Priority	FM Item	Description	Local	FDOT	FAA	Total
1	TBA	Construct three (3) new East apron T hangar taxiways	39,000	39,000	702,000	\$ 780,000
2	TBA	Construct parking area (adjacent to existing east apron)	13,600	54,000	-	\$ 67,600

Tables 18 and 19 presents the port related project priorities for the Port of Pensacola. These projects were developed by the port as part of the Port Master Plan efforts. The City has determined the appropriate priority based on the needs at the Port. More information on the Port Development Strategy may be found at: <http://portofpensacola.com/port-information/port-development-strategy/>



Table 18: FY 15-19 Port of Pensacola Seaport Committed Project Priorities

Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

Funding Year	Project Number	Project Description
FY 2016	NA	Berth 6 Repairs
FY 2017	NA	Complete on-dock rail reconstruction/replacement - Phase I
FY 2018	NA	Complete on-dock rail reconstruction/replacement - Phase II

Table 19: FY 15-19 Port of Pensacola Seaport Project Priorities

Project Priority	Year Needed	Project Description	Estimated Cost
1	FY 2016	Construction of a 600 ft. east berth	\$10,000,000
2	FY 2017	Construction of road and utility infrastructure required for private sector development of available acreage	\$10,000,000
3	FY 2018	Resurfacing of port roads, open lay down areas and berth aprons	\$4,000,000

Section 9: Locally Funded Projects

This section provides a listing of projects that are being implemented with local funds or projects that are being studied as toll facilities. Table 20 presents projects funded entirely with local funds or with toll revenues. These projects do not receive funding from the state or federal DOTs. Projects contained on this list come from a variety of sources and are shown for informational purposes. All of the projects are included in the TPO's LRTP with several being linked to on-going development such as the Woodbine Road improvements. Other projects are being funded with local dollars to help expedite the project, such as the proposed widening of Perdido Key Drive (SR 292).



**Table 20: FY 15-19 Locally Funded Capacity Projects
Not Subject to Priority Ranking**

Project Name	From	To	Phases Cost Feasible with Local Funds	Improvement
Berryhill Road (SRC)*	Five Points Intersection	West Spencer Field Road	Design	Widen to 4 lanes
			ROW	
			Construction	
Woodbine Road (SRC)*	US 90	Five Points Intersection	Construction	Widen to 4 lanes and intersection improvement/realignment
East Spencer Field Road (SRC)*	US 90	South Spencer Field Road	Construction	Widen to 4 lanes
Bell Lane (SRC)*	Sterling Way	US 90	Construction	
Sterling Way (SRC)*	Bell Lane	Avalon Boulevard	Construction	
Blue Angel Parkway (SR 173) (ESC)	Sorrento Road	US 98	ROW - Funded FY17/18 with Local Funds Project # 4210121	Widen to 4 lanes
			Construction	
Burgess Road (ESC)	US 29	I-110 Overpass	ROW – Funded in FY 17/18 with Local Funds Project # 2184291	Widen to 4 lanes
Pinestead-Longleaf Connector (ESC)	Pine Forest Road	US 29	ROW - Funded FY14/15 & FY 16/17 with Local Funds Project # 4210141	Widen to 4 lanes
			Construction	
Sorrento Road (ESC)	Gulf Beach Highway/Innerarity Point Road	Blue Angel Parkway	ROW - Funded FY16/17 with Local funds Project # 4210112	Widen to 4 lanes
			Construction	

*Santa Rosa County has requested these projects be removed from the TIP. As the projects remain in the adopted LRTP, they will remain on this list until the LRTP is amended to remove them.

**Table 20: FY 14-19 Locally Funded Capacity Projects
Not Subject to Priority Ranking**

Project Name	From	To	Phases Cost Feasible with Local Funds	Improvement
US 29 Connector (ESC) ¹	US 90	US 29	PD&E - Funded in FY 12/13 with Local Funds as Escambia County Project #1 - Priority for additional state/federal PD&E funding	New 4 lane facility
			Design	
<p><i>FDOT is currently administering a PD&E Study for a new interchange at 1-10 @ Beulah Road. As this study progresses, it is the Department's intent to consider adding the Beulah Road interchange to the Strategic Intermodal System (SIS) by evaluating information obtained from the study to determine if the facility will function as a SIS corridor. If the information supports the need to add Beulah Road to the SIS, phases of the project beyond the PD&E phase would be eligible for SIS funds.</i></p>				
Langley Avenue/Tippin Avenue/9th Avenue (ESC)			PD&E Study – Underway	Major Intersection Improvement/realignment
SR 292 Perdido Key Drive (ESC)	Alabama State Line	Gulf Beach Highway/Innerarity Point Road	PD&E – Underway funded and managed by FDOT Project # 4210011	Widen to 4 lanes
			Design - Funded FY14/15 with Local and TRIP Funds Project # 4210111	
			ROW – Funded FY 17/18 with Local Funds Project #421001	
			Construction	

¹ The PD&E Study for the Beulah Road Interchange is funded under project # 4331131 with state and federal SIS funds.

Table 21 presents two potential toll projects that were identified as part of the TPO's LRTP process. These projects would create new facilities that would be operated as toll facilities. In the case of the new Pensacola Bay crossing, the project would be a bridge connecting Santa Rosa County with the City of Pensacola. It should be noted that since this project was identified in the LRTP and initially placed on this priority list, the FDOT has determined that the replacement of the existing Pensacola Bay Bridge on US98 will be a six lane facility. In light of this, it may be necessary to revisit the need for this project.

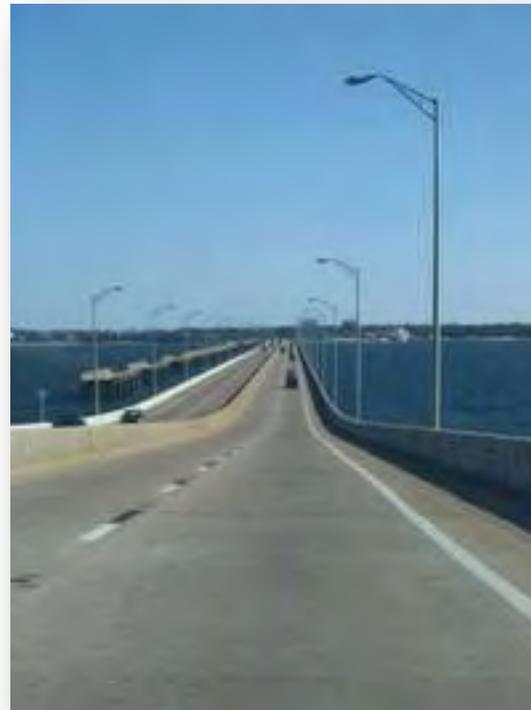
The second project on this list is primarily located in Okaloosa County but does provide a connection to US 98 in Santa Rosa County. This project is listed in the TPO's LRTP and is included in the Northwest Florida Transportation Authority's (NWFTA) Master Plan. The Florida Turnpike Authority, at the request of the NWFTA, conducted a toll feasibility study on this project and determined it would not be feasible to move it forward at this time. Therefore, as with the bridge project, it may be necessary to revisit the need for this project.

**Table 21: FY 15-19 Potential Toll Project Priorities
Not Subject to Priority Ranking**

Project Name	From	To	Project/Phase Status	Improvement
New Pensacola Bay Crossing (ESC/SRC)	Pensacola	Gulf Breeze	NA	New 4 lane toll bridge
Eglin AFB/Hurlburt Field (SRC)	Bypass		Initial toll feasibility study was completed and determined project was not toll feasible at the present time.	4 lanes of new capacity

Section 10: Major Bridge Replacement Projects

As mentioned earlier, the FDOT is working on a project to replace the Pensacola Bay Bridge with a six lane facility. Table 22 presents the priority for the bridge replacement project. The need for this project comes from two sources. First the TPO's LRTP process identified the need to provide additional capacity across the bay to meet existing and forecasted travel demand. Additionally, the FDOT determined the existing bridge was nearing the end of its useful life from a structural standpoint.



**Table 22: FY 15-19 Bridge Replacement Project Priorities
Not Subject to Priority Ranking**

Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2035 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement
<p>US98 (SR 30) Phillip D. Beall Bridge (ESC/SRC)</p>	<p>Pensacola</p>	<p>Gulf Breeze</p>	<p>PD&E Study - Underway Project # 4093341</p>	<p>Replacement of existing bridge with a 6 lane facility</p>
			<p>Design Funded in FY 13/14 Project #4093341</p>	
			<p>ROW - Funded in FY 14/15-16/17 Project # 4093341</p>	
			<p>Construction Funded in FY 16/17 Project # 4093341</p>	

Appendix A – Project Evaluation Criteria

LRTP Project Evaluation Criteria

Transportation Systems Management (TSM) Priority Selection Criteria

Transportation Alternatives Projects (TAP) Priority Selection Criteria

CAPACITY PROJECT EVALUATION CRITERIA

Project Status (weight 15)

- Project Scheduled for Construction in the Five Year Work Program /Capital Improvement Program or Project Scheduled for Right-of-Way or Design in First three years of Work Program
(Committed Project in Long Range Plan not subject priority ranking)
- Right-of-Way scheduled in 4th or 5th year of Work Program 3 points
- Final Design scheduled in 4th or 5th year of Year Work Program 2 points
- Project Development and Environmental Study (PD&E), Completed, underway, or scheduled in the 5 Year Work Program 1 point
- No Project Phases scheduled 0 points

Source: DOT Five Year Work Program and Local Government Capital Improvement Program
Related Objectives: C.2 and E.1

Level of Service

A. Existing Level of Service based on TPO's Congestion Management System (weight 15)

- Level of Service E or F 3 points
- Level of Service D 2 points
- Level of Service C 1 point
- Level of Service A or B 0 points

B. Future Level of Service in 2035 for all project in the Needs Assessment (weight 10)

- Level of Service A, B, or C 3 points
- Level of Service D 2 points
- Level of Service E 1 point
- Level of Service F 0 points

Source: Florida-Alabama TPO and PBS&J
Related Objectives: A.8, C.4 and E.1

Hurricane Evacuation (weight 10)

- Hurricane Evacuation Route 3 points
- Not an Hurricane Evacuation Route 0 points

Source: Northwest Florida Hurricane Evacuation Restudy

Related Objectives: G.4 and G.5

Total Project Cost (weight 10)

- Less than \$15,000,000 3 points
- \$15,000,000 to Less than \$30,000,000 2 points
- \$30,000,000 to Less than \$60,000,000 1 point
- \$60,000,000 or Greater 0 points

Source: DOT Project Cost Estimates

Related Objectives: C.7

Project Cost Sharing (Weight 10)

- 50% or more of project cost is included in local government funded Five Year Capital Improvements Program 3 points
- 25% to less than 50% of project cost is included in local government funded Five Year Capital Improvements Program 2 points
- 15% to less than 25% of project cost is included in local government funded Five Year Capital Improvements Program 1 point
- 0 to less than 15% of project cost is included in local government funded Five Year Capital Improvements Program 0 points

Source: Local Governments Capital Improvement Program.

Related Objectives: C.6

Project Environmental/Social Impacts (Weight 10)

- Project has gone through Project Development and Environmental Study and/or Efficient Transportation Decision Making review, which includes social and community impacts, and has no impacts or impacts are addressed 3 points
- Project has moderate impacts 2 points
- Project has substantial impacts 1 points
- Project has impacts of potential dispute 0 points

Source: Efficient Transportation Decision Making Process.

Related Objectives: D.4, D.6

Economic Development and Freight Movement (Weight 10)

- Project provides a direct connection to long term employment center (airports, industrial parks, tourist centers, military installations, and major economic activity centers identified in the Regional Freight Network Plan) 3 points
- Project provides regional connection to facilitate freight movement (Strategic Intermodal System, Regional Significant Facilities, and “Highways of Commerce” identified in the Regional Freight Network Plan) 2 points
- Project provides a connector to employment or freight routes listed above 1 point
- Project does not directly Facilitate Economic Development or Freight Movement 0 points

Source: SIS and Northwest Florida Regional TPO

Related Objectives: A.2, A.4, A.5, A.8, A.10, E.5, E.6, E.7, F.4, F.7, and F.8

Defense Access Route or Regionally Significant Facility that Crosses County and/or State Boundary (Weight 10)

- Project on Defense Access Route or Regionally Significant Facility 3 points
- Project not on Defense Access Route or Regionally Significant Facility 0 points

Source: DOT, Strategic Highway Network (STRAHNET), and Northwest Florida Regional TPO
Related Objectives: A.6., A.7, A.10, D.8, and E.7

Notes: (a) The maximum points a project can have in any one category is 3.

(b) The maximum total points a project can receive is **300** points:

Project Status	3*15 =45
Level of Service (Existing CMP)	3*15 =45
Level of Service (2035 Needs Assessment)	3*10 =30
Hurricane Evacuation	3*10 =30
Project Cost	3*10 =30
Project Cost Sharing	3*10 =30
Environmental/Social Impacts	3*10 =30
Economic Development and Freight Movement	3*10 =30
Defense Access Route	3*10 =30
Maximum Total Points	300

(c) The Florida-Alabama TPO has final authority to select the projects for inclusion in the Cost Feasible Plan and to rank them in the Project Priorities.

Transportation Systems Management (TSM) Priority Selection Criteria

CRITERIA	SCORE
A. Level of Service Issue Addressed	
Current Deficiency	5 Points
2010 Deficiency	3 Points
2015 Deficiency	1 Point
Not Deficient	0 Points
B. Regionally Significant Roadway	
Yes	2 Points
No	1 Point
C. Crash Rate	
Safety Ratio Greater than 2.00	3 Points
Safety Ratio from 1.00 to 2.00	2 Points
Safety Ratio less than 1.00	1 Point
D. Has an Existing TPO Priority	
Yes	2 Points
No	1 Point

CRITERIA	SCORE
E. Local Project Support	
High	5 Points
Medium	4 Points
Low	3 Points
F. Significant Freight Corridor	
Designated NHS Intermodal Connector of Truck Traffic is greater than 10% of the AADT	3 Points
Truck Traffic is between 8-10% of the AADT	2 Points
Truck Traffic is between 5-7.99% of the AADT	1 Point

Transportation Alternatives Projects (TAP) Priority Selection Criteria and Scores

CRITERIA	SCORE
<p>1. Enhances public safety</p> <p>Ten (10) points should be given to any on-road bicycle project (paved shoulders, designated bike lane) or sidewalk project that creates a safer travel situation for the bicyclist, the walker, and/or the motorist. Off-road facilities such as trails may also qualify, but only if they can feasibly be used as an alternative to a highway in order to reach a destination/attractor. Mitigation, historic preservation, highway beautification projects, etc. would not normally qualify for these points.</p>	10 Points
<p>2. Enhances public safety within a two mile radius of a school</p> <p>Fifteen (15) points should be assigned to any project providing a safer connection to a school within a two mile radius. After all projects have been ranked, this criterion can serve as a possible tie-breaker for any projects with the same score. One (1) extra point can be given to a project if it falls within a one mile radius of a school. Another point (1) may be given to projects serving an elementary school.</p>	15 Points
<p>3. Links existing transportation corridors</p> <p>Ten (10) points should be given to a project if it connects to non-motorized facilities which already exist, thus completing a network.</p>	10 Points

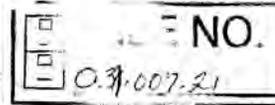
CRITERIA	SCORE
<p>4. Provides mobility by non-motorized transportation to destinations and attractions Eight (8) points should be given to any project that provides user access to any of the following: shopping centers, libraries, government offices, hospitals, tourist attractions, recreation areas, and parks. Only projects providing access to destinations more likely to be accessed by cyclists and pedestrians will receive these points.</p>	8 Points
<p>5. Supports non-motorized transportation Assign three (3) points to a project if it serves a bicyclist, three (3) points if it serves a walker, and three (3) points if it connects to a transit stop [ex: a sidewalk leading to a bus stop would get six (6) points].</p>	3 Points for each mode
<p>6. Deals with roadside or medial beautification or removal of billboards Assign six (6) points to any project in which the applicant is applying for funds for any of these purposes.</p>	6 Points
<p>7. Promotes historic preservation or rehabilitation of historic transportation facilities, or acquisition of scenic easements Assign five (5) points to any project in which the applicant is applying for funds for any of these purposes. It is possible that a trail project may be part of historic preservation.</p>	5 Points
<p>8. Mitigates transportation impacts to the environment Assign eight (8) points to any project that minimizes environmental impacts, such as drainage outfall projects.</p>	8 Points

CRITERIA	SCORE
<p>9. Provides greenway to maintain wildlife habitat connectivity Assign five (5) points to any project in which the applicant is applying funds for these purposes.</p>	5 Points
<p>10. Has an existing TPO priority ranking One (1) point should be assigned for each year that a project has been on the TPO list Enhancement Program list. There is no cap to the number of points a project can receive for this criterion.</p>	1 Point for each year on the
<p>11. Provides for safety and education activities for pedestrians and bicyclists Assign eight (8) points to any project which includes any type of education/safety training for children, such as the production of educational material, bicycle facility maps, etc.</p>	8 Points
<p>12. Has documented support from the general public and other organizations Staff will provide this information. Documented support is in the form of resolutions, letters, petitions, and/or minutes of public record. Support for projects by a large percentage of persons/businesses affected by the project will receive higher points. Eight (8) of these points will be given if the conceptual design presentation has been presented to the public and included with the application or resubmittal.</p>	16 Points

NOTE: Each Transportation Alternative Project must have a local government applicant/sponsor. The local government must support the project and sign a maintenance agreement in order for the project to be constructed. Scores are tabulated to determine each project's total score. The project with the highest total score is ranked number one, the second highest score number two, and so on. In the case of a tie score, the TPO decides which project should be ranked higher.

Appendix B – Strategic Intermodal System (SIS) Methodology Resolution

RESOLUTION FL-AL 06-14



A RESOLUTION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION ENDORSING THE FLORIDA DEPARTMENT OF TRANSPORTATION STRATEGIC INTERMODAL SYSTEM COST FEASIBLE PLAN HIGHWAY COMPONENT PROJECT PRIORITIES FOR THE FLORIDA-ALABAMA METROPOLITAN PLANNING AREA.

WHEREAS, the Florida - Alabama Transportation Planning Organization (TPO) is the metropolitan planning organization designated by the Governor of Florida as being responsible for carrying out a continuing, cooperative and comprehensive transportation planning process for the Florida - Alabama Metropolitan Planning Area; and

WHEREAS, the Florida - Alabama TPO annually adopts Project Priorities as part of the Transportation Improvement Program (TIP) development process that are consistent with the TPO's Cost Feasible Long Range Transportation Plan; and

WHEREAS, the Florida Department of Transportation (FDOT) is in the process of developing the State's Strategic Intermodal System (SIS) with the goal of providing a safe, balanced, economical intermodal transportation system; and

WHEREAS, FDOT District 3 has requested the TPO to endorse SIS Highway Component Cost Feasible Plan Project Priorities;

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

The TPO endorses the following SIS Highway Component Cost Feasible Plan Project Priorities:

A. PROJECTS NOT SCHEDULED FOR CONSTRUCTION IN FDOT FIVE YEAR WORK PROGRAM

PRIORITY	PROJECT
1.	Six-lane I-10, from Davis Highway to Scenic Highway
2.	Six-lane US29, from I-10 to Nine/Ten Mile Road
3.	Six-lane I-10, from east end of Escambia Bay Bridge to Avalon Boulevard
4.	Four-lane SR87, from Eglin AFB Boundary to CR184 (Hickory Hammock Road)
5.	I-10 / US29 Interchange
6.	Six-lane US29, from Nine/Ten Mile Road to Alabama State Line

B. PROJECTS SCHEDULED FOR CONSTRUCTION IN FDOT FIVE YEAR WORK PROGRAM (These projects are considered committed for construction by the TPO and not subject to a priority ranking)

- PROJECTS**
- I-110 / Airport Boulevard Interchange (Construction FY2007)
 - Four-lane SR87, from Five Forks Road to Eglin AFB Boundary (Construction FY2011)

Duly passed and adopted by the Florida - Alabama Transportation Planning Organization on this 7th day of June 2006.

(Seal)

FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION

BY: J. D. Smith, Chairman

ATTEST:

Michael W. Zeigler, Director Transportation Planning

Appendix C – Corridor Management Plans

FY 15-19 Corridor Management Studies and Projects List

Project Description	Project Name	From	To
\$130,000 Annually for Corridor Management Plans/Studies	(1) Old Palafox Street	US 29	Nine Mile Road
	(2) US90 (SRC) ¹	Airport Road	SR87S
\$1,500,000 Annually for Corridor Management Projects (Funding will alternate between counties at five year intervals funding will go to Santa Rosa County beginning in 2017)	<i>Starting in FY 17, funding is programmed in Santa Rosa County for implementation of projects on US 98 and US 90</i>		
	(1) Olive Road (ESC)	Old Palafox Highway	Scenic Highway
	(2) Gulf Beach Highway (ESC)	Navy Boulevard	Blue Angel Parkway
	(3) Fairfield Drive (ESC)	Mobile Highway	Lillian Highway
	(4) Main Street (ESC)	Barrancas Avenue	Clubbs Street
	(5) Old Palafox Highway (ESC)	US 29	Nine Mile Road

¹ Funds are to extend the limits of the existing Safety Study east to SR87S

Appendix D – Traffic Signal Timing Projects

Proposed Year 5 Task Level of Review

September 5, 2012

Task Level A - Review of weekend timing plans and corridor progression. Professional Engineer review of the corridor and traffic signal operation, weekend mainline machine traffic counts (Friday evening through Monday morning), turn movement counts for defined peak hours, Synchro Analyses of existing timings and traffic, recommendation and implementation of timing adjustments, fine tuning of timings, and final report summarizing the findings of the review and documenting studies.

Task Level B - Review of coordinated timing plans and corridor progression. Professional Engineer review of the corridor and traffic signal operation, 24 hour mainline machine traffic counts, peak hour turn movement counts, travel time studies, Synchro Analyses of existing timings and traffic, recommendation and implementation of timing adjustments, follow up travel time studies, fine tuning of timings, and final report summarizing the findings of the review and documenting studies.

Task Level C - Traffic engineering studies including mainline counts, turn movement counts, timing studies, timing implementation, and timing fine tuning. Professional Engineer review of the traffic signal and operation, peak hour, off peak hour, and weekend monitoring of the intersection, 24 hour mainline machine traffic counts, peak hour turn movement counts on weekdays and weekends, weekday travel time studies, Synchro analyses of existing timings and traffic, recommendation and implementation of new timings, fine tuning of timings, and final report summarizing the finding of the review and documenting studies.

Task Level D- Review of timing plans and signal operation for special events. Peak hour turn movement counts before and after event, Synchro Analyses of existing timings and event traffic, recommendation and implementation of event timing plans, and final report summarizing the finding of the review and documenting studies.

Task Level E – Review of timing plans and corridor progression for seasonal traffic patterns. Professional Engineer review of the corridor and traffic signal operation, review of traffic data provided by the FDOT, peak hour turn movement counts based on percentages of volumes, Synchro analyses of existing timings and seasonal traffic projections, recommendation and implementation of new timings, and final report summarizing the finding of the review and documenting studies.

Task Level F – Review of Arterial timing plans for Freeway incident Detour Signal Timing. Professional Engineer review of the arterial and traffic signal operation, development of traffic projections for incidents based on traffic data provided by the FDOT, projections of traffic volumes for the detour routes, recommendations for temporary traffic control devices for maintenance of traffic.

Task Level G - Review of Arterial timing plans for Evacuation Signal Timing. Professional Engineer review of the arterial and traffic signal operation, development of traffic projections for evacuations routes, recommendations for temporary traffic control devices for maintenance of traffic.

**Area Wide Coordinated Signal Timing Program – Year 5
Final Signal List**

	Main Line	Side Street	Task Level	System	Cost	Last Review
1	Davis Highway	Johnson Avenue	C	E-5	\$5,009.04	Year 3
2	Davis Highway	Klinger Street	C		\$5,009.04	Year 3
3	Davis Highway	University Parkway	C	E-5-M	\$5,009.04	Year 3
4	Davis Highway	Olive Road	C	E-5	\$5,009.04	Year 3
5	Davis Highway	Northcross Lane	C	E-5	\$5,009.04	Year 3
6	Davis Highway	I-10 WB Ramp	C	E-5	\$5,009.04	Year 3
7	Davis Highway	I-10 EB Ramp	C	E-5	\$5,009.04	Year 3
8	Davis Highway	Bloodworth Lane	C	E-5	\$5,009.04	Year 3
9	Davis Highway	Creighton Road	C	E-6	\$5,009.04	Year 3
10	Davis Highway	Burgess Road	C	E-6	\$5,009.04	Year 3
11	Davis Highway	Langely Avenue	C	E-6	\$5,009.04	Year 2
1	Caroline Street (US 90)	Woodbine Road	C	E-6	\$5,009.04	Year 3
2	Caroline Street (US 90)	Chumuckla Highway	C	E-6	\$5,009.04	Year 3
3	Caroline Street (US 90)	West Spencer Field Rd	C	E-6	\$5,009.04	Year 3
4	Caroline Street (US 90)	East Spencer Field Rd	C	E-6	\$5,009.04	Year 3
5	Caroline Street (US 90)	Broad Street/Target	C		\$5,009.04	Year 3
6	Caroline Street (US 90)	Spears Street/ Home Depot	C	E#	\$5,009.04	Year 3
7	Caroline Street (US 90)	Cardinal Dr/ Walmart	C	E#M	\$5,009.04	Year 3
8	Caroline Street (US 90)	Bell Lane /School Lane	C		\$5,009.04	Year 3
9	Caroline Street (US 90)	Avalon Boulevard (SR 281)	C		\$5,009.04	Year 2
1	Pensacola Boulevard (US 29)	Hood Drive	A		\$3,176.40	Year 2
2	Pensacola Boulevard (US 29)	Detroit Boulevard	A	E-1	\$3,176.40	Year 2
3	Pensacola Boulevard (US 29)	Broad Street	A	E-1	\$3,176.40	Year 2

	Main Line	Side Street	Task Level	System	Cost	Last Review
4	Pensacola Boulevard (US 29)	Diamond Dairy Road	A	E-1	\$3,176.40	Year 2
5	Pensacola Boulevard (US 29)	Burgess Road	A	E-1	\$3,176.40	Year 2
6	Pensacola Boulevard (US 29)	Pinestead Road	A	E-1	\$3,176.40	Year 2
7	Pensacola Boulevard (US 29)	"W" Street	A		\$3,176.40	Year 2
8	Pensacola Boulevard (US 29)	Stumpfield Rd/ Marcus Pt Blvd	A	E-7-M	\$3,176.40	Year 2
9	Pensacola Boulevard (US 29)	Industrial Boulevard	A		\$3,176.40	Year 2
10	Pensacola Boulevard (US 29)	Airport Boulevard	A		\$3,176.40	Year 2
11	Pensacola Boulevard (US 29)	Brent Ln / Beverly Pkwy (SR296)	A		\$3,176.40	Year 3
1	Gulf Breeze Pkwy (US 98)	Fairpoint Dr/ Northcliff Dr	C		\$5,001.04	Year 3
2	Gulf Breeze Pkwy (US 98)	Gulf Breeze High School (signal for school zone *)			\$5,001.04	
3	Gulf Breeze Pkwy (US 98)	Daniel Drive	C		\$5,001.04	Year 3
4	Gulf Breeze Pkwy (US 98)	Gulf Breeze Hospital	C		\$5,001.04	Year 3
5	Gulf Breeze Pkwy (US 98)	Gondolier Blvd / Kelton Boulevard	C		\$5,001.04	Year 1
6	Gulf Breeze Pkwy (US 98)	Wisper Bay Boulevard	C		\$5,001.04	New Signal
7	Gulf Breeze Pkwy (US 98)	Oriole Beach Road	C		\$5,001.04	Year 1
8	Gulf Breeze Pkwy (US 98)	College Parkway	C		\$5,001.04	Year 1
9	Gulf Breeze Pkwy (US 98)	Country Club Rd / Green Briar Parkway	C		\$5,001.04	Under Construction
10	Gulf Breeze Pkwy (US 98)	Avalon Blvd (SR 281) Walmart/ Garcon Point Bridge	C		\$5,001.04	Year 1
11	Gulf Breeze Pkwy (US 98)	Portside Drive/ Tiger Park Lane	C		\$5,001.04	Year 1
12	Gulf Breeze Pkwy (US 98)	Tiger Point Blvd (Tiger Point East)	C		\$5,001.04	Year 1
1	Nine Mile Rd (US90/SR10)	Fowler Avenue	A		\$3,176.40	Year 4

	Main Line	Side Street	Task Level	System	Cost	Last Review
2	Nine Mile Rd (US90/SR10)	US 29 NB Ramp	A		\$3,176.40	Year 4
3	Nine Mile Rd (US90/SR10)	US 29 SB Ramp	A		\$3,176.40	Year 4
4	Nine Mile Rd (US90/SR10)	Palafox Road (CR 95A)	A		\$3,176.40	Year 4
5	Nine Mile Rd (US90/SR10)	Holsberry Road	A		\$3,176.40	Year 4
6	Nine Mile Rd (US90/SR10)	Chemstrand Road	A		\$3,176.40	Year 4
7	Nine Mile Rd (US90/SR10)	Hummingbird Boulevard	A		\$3,176.40	Year 4
8	Nine Mile Rd (US90/SR10)	Guidy Lane	A		\$3,176.40	Year 4
9	Nine Mile Rd (US90/SR10)	Baldrige Drive / Plainfield Ave	A		\$3,176.40	Year 4
10	Nine Mile Rd (US90/SR10)	University Parkway	A		\$3,176.40	Year 4
11	Nine Mile Rd (US90/SR10)	Copter Road	A		\$3,176.40	Year 4
1	Ninth Avenue (SR 289)	Creighton Road	A	P-10	\$3,176.40	Year 1
2	Ninth Avenue (SR 289)	Tippin Avenue	A		\$3,176.40	Year 1
3	Ninth Avenue (SR 289)	Langely Avenue	A		\$3,176.40	Year 1
4	Ninth Avenue (SR 289)	Underwood Avenue	A	P-8	\$3,176.40	Year 1
5	Ninth Avenue (SR 289)	College Boulevard	A	P-8	\$3,176.40	Year 1
6	Ninth Avenue (SR 289)	Airport Boulevard (SR 750)	A	P-8	\$3,176.40	Year 1
7	Ninth Avenue (SR 289)	Sacred Heart Hospital / Cordova Mall	A	P-8	\$3,176.40	Year 1
8	Ninth Avenue (SR 289)	Bayou Boulevard (SR 296)	A	P-8	\$3,176.40	Year 1
1	Caroline Street (US 90)	K-mart	C		\$5,001.04	Year 2
2	Caroline Street (US 90)	Parkmore Plaza Drive	C		\$5,001.04	Year 2
3	Caroline Street (US 90)	Glover Lane	C		\$5,001.04	Year 2
4	Caroline Street (US 90)	Dogwood Drive (SR 89)	C		\$5,001.04	Year 2
5	Caroline Street (US 90)	Stewart Street (SR 87)	C		\$5,001.04	Year 2
6	Caroline Street (US 90)	Canal Street (CR 191)	C		\$5,001.04	Year 2
7	Caroline Street (US 90)	Elmira Street	C		\$5,001.04	Year 2

	Main Line	Side Street	Task Level	System	Cost	Last Review
8	Caroline Street (US 90)	Willing Street	C		\$5,001.04	Year 2
9	Caroline Street (US 90)	Ward Basin Road (CR 89)	C		\$5,001.04	Year 3
10	Caroline Street (US 90)	SR 87/ East Milton Road	C		\$5,001.04	Year 3
72	Option 2			Grand Total	\$299,999.99	

Total Signals Studied = 72

*School Zone signal operation needs to be included in US98 corridor study only as it influences function of the rest of the corridor.

Appendix E – Regional Intelligent Transportation System (ITS) Plan Projects

ITS consists of a wide variety of applications intended to improve the safety and mobility of the traveling public, while enabling organizations responsible for providing transportation facilities and services to do so more efficiently. ITS is only a part of the solution to resolving current transport issues when the existing road infrastructure is insufficient for the amount of transportation demand causing congestion, growing accident rates, and environmental pollution.

While expanding roadway infrastructure is the traditional solution, this approach is becoming more difficult to apply in urbanized areas due to huge investments in right of way and environmental risks. ITS can be an efficient way of resolving these matters:

- Traffic signal control system improves traffic flow and safety.
- Transit signal priority systems can ease the travel of buses or light-rail vehicles traveling arterial corridors and improve on-time performance.
- Signal preemption for emergency vehicles enhances the safety of emergency responders, reducing the likelihood of crashes while improving response times.
- Advanced signal systems include coordinated signal operations across neighboring jurisdictions, as well as centralized control of traffic signals which may include some necessary technologies for the later development of adaptive signal control.
- Pedestrian detectors, specialized signal heads, and bicycle-actuated signals can improve the safety of all road users at signalized intersections.
- Arterial management systems with unique operating schemes can also smooth traffic flow during special events and incidents.

Escambia County has numerous signalized intersections and roadway corridors that could benefit from ITS expansion. The City of Pensacola and Escambia County both require a TMC to monitor and operate their ITS components. Installing CCTV cameras and additional buried fiber cable for coordination of signals can be controlled by the new TMC. The cost-effective approach would be for both agencies to share a TMC. This would also allow for efficient communication between the agencies. This is a trend that is growing around the country. Note that the future ITS map indicates fiber cable extending to some locations where signalized intersections are not present. This cable is being proposed by the county for connections to other county facilities, schools and colleges. Escambia County has an Emergency Operations Center (EOC) to which these ITS devices can also benefit. The video from the cameras and the information from the weather station can be sent to the EOC, along with the ability to disseminate messages to the DMS on the highways.

Two (2) additional technicians would be recommended for the proposed ITS needs.

Installation of fiber optic cables along US 98 corridor and CCTV cameras at the signalized intersections in the unincorporated community of Lillian in Southwest Baldwin County, Alabama is recommended. These cameras/signals can be monitored by a small TMC. No additional technicians is required for the proposed ITS needs in this portion of Baldwin County.

The FDOT is funding a study that will further refine the 2010 Regional ITS Plan projects listed below.

The following table presents the ITS needs for the Florida-Alabama TPO area as identified in the Regional ITS Plan.

Regional ITS Plan Projects

Project	Unit	County
Fiber Optic Cable and Conduit	1,275,602 Linear Feet	Escambia
Fiber Optic Cable and Conduit	240,416 Linear Feet	Santa Rosa
Fiber Optic Cable and Conduit	56,321 Linear Feet	Baldwin
CCTV Cameras	63	Escambia
CCTV Cameras	29	Santa Rosa
CCTV Cameras	5	Baldwin
Dynamic Message Signs	4	Escambia
Dynamic Message Signs	4	Santa Rosa
Traffic Management Center (TMC)	1	Escambia
Small office TMC	1	Santa Rosa
Video Detection	3	Santa Rosa

Source: Regional Intelligent Transportation Systems (ITS) Plan- September 2010

The Regional ITS Plan may be viewed here: <http://70.167.229.112/Final%20Regional%20ITS%20Plan%20Adopted%2009-2010.pdf>

Appendix F – List of Acronyms

ALDOT Alabama Department of Transportation: State agency responsible for transportation issues and planning in Alabama

BPAC Bicycle/Pedestrian Advisory Committee: Advisory committee utilized by metropolitan planning organizations (MPOs) for specialized citizen input into the transportation planning process.

BRATS Baldwin Rural Area Transportation System: Public Transit System

CAC Citizens' Advisory Committee: Advisory committee utilized by most metropolitan planning organizations (MPOs) for citizen input into the transportation planning process.

CFR Code of Federal Regulations: Compilation of the rules of the executive department and agencies of the federal government

CMAQ Congestion Mitigation and Air Quality Improvement Program: A new categorical funding program created under ISTEA which directs funding to projects that contribute to meeting national air quality standards in non-attainment areas for ozone and carbon monoxide.

CMPP Congestion Management Process Plan: This plan assists decision-makers in selecting cost effective, short term strategies to enhance the mobility of people and goods by rating the performance of existing transportation facilities

CTC Community Transportation Coordinators: People contracted by the Transportation Disadvantaged Commission to provide complete, cost-effective and efficient transportation services to transportation disadvantaged (TD) persons.

CTST Community Traffic Safety Team: Florida's Community Traffic Safety Teams (CTSTs) are locally based groups of highway safety advocates who are committed to solving traffic safety problems through a comprehensive, multi-jurisdictional, multi-disciplinary approach. Members include local city, county, state, and occasionally federal agencies, as well as private industry representatives and local citizens.

DCSN Detailed Corridor Study Needed. This is a reference from the Bicycle/Pedestrian Master Plan. It refers to additional study that is needed along a corridor in order to identify specific bicycle and pedestrian projects.

DDR District Dedicated Revenue.

DEO Department of Economic Opportunity: State land planning agency responsible for a number of programs, including administering regulation contained in Chapters 163 and 380 of the Florida Statutes (F.S.).

DEP Florida Department of Environmental Protection: State agency responsible for the implementation of most of Florida's environmental regulations, including air monitoring and assessment; formerly the Departments of Natural Resources and Environmental Regulation.

DTPO State Public Transportation Office (PTO) funds. These funds are typically used for Aviation and Public Transportation projects.

ECAT Escambia County Area Transit: Public transportation system.

EMO Environmental Management Office: The office at the Florida Department of Transportation responsible for protecting and enhancing a sustainable human and natural environment while developing safe, cost effective, and efficient transportation systems.

EPA Environmental Protection Agency: A federal agency responsible for dealing with national environmental issues.

FAA Federal Aviation Administration: Federal entity responsible for overseeing air commerce, air traffic control, noise abatement and other related issues.

FDOT Florida Department of Transportation: State agency responsible for transportation issues and planning in Florida.

FHWA Federal Highway Administration: Division of the U.S. Department of Transportation responsible for administering federal highway transportation programs.

F.S. Florida Statutes: Documents in which Florida's laws are found.

FTA Federal Transit Administration: A statewide, comprehensive transportation plan which establishes long-range goals to be accomplished over a 20-25 year time frame; developed by Florida Department of Transportation (FDOT); updated on an annual basis.

FTP Florida Transportation Plan: A statewide, comprehensive transportation plan which establishes long-range goals to be accomplished over a 20-25 year time frame; developed by Florida Department of Transportation (FDOT); updated on an annual basis.

FY Fiscal Year: A budget year; runs from July 1 through June 30 for the state of Florida, and from October 1 through September 30 for the federal government.

ICE Intergovernmental Coordination Element: Required element of a local government comprehensive plan addressing coordination between adjacent local governments, and regional and state agencies; requirements for content are found in Rule 9J-5.015, F.A.C. and 163.3177(6)(h), F.S.

ITS Intelligent Transportation System: The use of computer and communications technology to facilitate the flow of information between traveler and system operators to improve mobility and transportation productivity.

JPA Joint Participation Agreement: Legal instrument describing intergovernmental tasks to be accomplished and/or funds to be paid between government agencies. **K** Design Hour Factor: Used to convert daily traffic counts to hourly traffic counts, and annual average traffic counts to peak season traffic counts; most road are designed for peak hour, peak season traffic counts. **LDR** Land Development Regulations: Local development regulations used to implement comprehensive plans; required by 9J-5.006, F.A.C. and Chapter 163.3177(6)(a), F.S.

LAP Local Agency Program: Agreement negotiated between a Local Agency and FDOT allocating Federal funds to a transportation project.

LRC Long Range Component: The part of the Florida Transportation Plan (FTP) that addresses a time span of about 20 years; updated at least every five years to reflect changes in the issues, goals and long range objectives.

LRTP Long Range Transportation Plan: A 20 year forecast plan required of state planning agencies and TPO/MPOs; it must consider a wide range of social, environmental, energy and economic factors in determining overall regional goals and consider how transportation can best meet these goals.

MAP 21 Moving Ahead for Progress in the 21st Century Act. Federal legislation that was signed into law on July 6, 2012 that funds surface transportation programs at over \$105 billion for fiscal years 2013 and 2014.

MPO See TPO

MPOAC Metropolitan Planning Organization Advisory Council: An advisory council, consisting of one member from each TPO, which serves the principal forum for collaborative policy discussion in urban areas; it was created by law to assist the TPO/MPOs in carrying out the urbanized area transportation planning process.

NHS National Highway System: Specific major roads to be designated by September 30, 1995; the NHS will consist of 155,000 (plus or minus 15%) miles of road and represents one category of roads eligible for federal funds under ISTEA.

PD&E Project Development and Environmental Study

RTPO Regional Transportation Planning Organization:

ROW Right-of-Way: Real property that is used for transportation purposes; defines the extent of the corridor that can be used for the road and associated drainage.

RPC Regional Planning Council: A multipurpose organization composed of representatives of local governments and appointed representatives from the geographic area covered by the council, and designated as the primary organization to address problems and plan solutions that are of greater than local concern or scope; currently 11 regional planning councils exist in Florida.

SAFETEA-LU Safe, Accountable, Flexible, and Efficient Transportation Equity Act, a Legacy for Users: Federal legislation that was signed into law on August 10th 2005. This legislation built upon the ISTEA and TEA-21 premises but advocated a new direction in transportation planning, as evidenced by its name.

SIS Strategic Intermodal System: The SIS is a transportation system that is made up of statewide and regionally significant facilities and services (strategic), that contains all forms of transportation for moving both people and goods, including linkages that provide for smooth and efficient transfers between modes and major facilities (intermodal), and that integrates individual facilities, services, forms of transportation (modes) and linkages into a single, integrated transportation network (system)

SRTS Safe Routes to School: The Safe Routes to School Program (SRTS) was authorized in August 2005 by Section 1404 of the federal transportation act, SAFETEA-LU (the *Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users*). SRTS funds are administered through the seven FDOT Districts and overseen by the State Safe Routes to School Coordinator

Program guidelines and other program documents have been developed to create a competitive application process for infrastructure projects and non-infrastructure programs.

STIP State Transportation Improvement Program: A staged, multiyear, statewide, intermodal program that is consistent with the state and metropolitan transportation plans; identifies the priority transportation projects to be done over the next three years; is developed by the Florida Department of Transportation (FDOT) and must be approved by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) at least every two years.

TCC Technical Coordinating Committee: A standing committee of most metropolitan planning organizations (MPOs); function is to provide advice on plans or actions of the MPO from planners, engineers and other staff members (not general citizens.)

TD Transportation Disadvantaged: People who are unable to transport themselves or to purchase transportation due to disability, income status or age.

TDP Transit Development Program: A plan developed by the transit operator and endorsed by the TPO; it addresses public transportation needs, operations, services, and contains a financial plan. The plan has a 10-year horizon, with a major update every five years, and it also requires annual updates.

TDSP Transportation Disadvantage Service Plan: A five year plan which reviews the need for Transportation Disadvantaged services, goals, objectives, and performance measures; it is updated annually.

TIP Transportation Improvement Program: A priority list of transportation projects developed by a metropolitan planning organization that is to be carried out within the five year period following its adoption; must include documentation of federal and state funding sources for each project and be consistent with adopted local comprehensive plans.

TPO (MPO) Transportation or Metropolitan Planning Organization: The forum for cooperative transportation decision-making; required for urbanized areas with populations over 50,000.

TSM Transportation Systems Management: Strategies to improve the efficiency of the transportation system through operational improvements such as the use of bus priority or reserved lanes, signalization, access management, turn restrictions, etc.

UPWP Unified Planning Work Program: Developed by Metropolitan Planning Organizations (MPOs); identifies all transportation and transportation air quality activities anticipated within the next one to two years, including schedule for completing, who is doing it, and products to be produced.

INTRODUCTION

The 5-Year District Facilities Work Program is a very important document. The Department of Education, Legislature, Governor's Office, Division of Community Planning (growth management), local governments, and others use the work program information for various needs including funding, planning, and as the authoritative source for school facilities related information.

The district's facilities work program must be a complete, balanced capital outlay plan that is financially feasible. The first year of the work program is the districts capital outlay budget. To determine if the work program is balanced and financially feasible, the "Net Available Revenue" minus the "Funded Projects Costs" should sum to zero for "Remaining Funds".

If the "Remaining Funds" balance is zero, then the plan is both balanced and financially feasible.

If the "Remaining Funds" balance is negative, then the plan is neither balanced nor feasible.

If the "Remaining Funds" balance is greater than zero, the plan may be feasible, but it is not balanced.

Summary of revenue/expenditures available for new construction and remodeling projects only.

	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	Five Year Total
Total Revenues	\$116,184,337	\$20,494,621	\$20,494,621	\$20,494,621	\$20,494,621	\$198,162,821
Total Project Costs	\$116,184,337	\$20,494,621	\$20,494,621	\$20,494,621	\$20,494,621	\$198,162,821
Difference (Remaining Funds)	\$0	\$0	\$0	\$0	\$0	\$0

District ESCAMBIA COUNTY SCHOOL DISTRICT

Fiscal Year Range

CERTIFICATION

By submitting this electronic document, we certify that all information provided in this 5-year district facilities work program is accurate, all capital outlay resources are fully reported, and the expenditures planned represent a complete and balanced capital outlay plan for the district. The district Superintendent of Schools, Chief Financial Officer, and the School Board have approved the information contained in this 5-year district facilities work program; they certify to the Department of Education, Office of Educational Facilities, that the information contained herein is correct and accurate; they also certify that the plan has been developed in coordination with the general purpose local governments as required by §1013.35(2) F.S. We understand that any information contained in this 5-year district facilities work program is subject to audit by the Auditor General of the State of Florida.

Date of School Board Adoption

Work Plan Submittal Date

DISTRICT SUPERINTENDENT

CHIEF FINANCIAL OFFICER

DISTRICT POINT-OF-CONTACT PERSON

JOB TITLE

PHONE NUMBER

E-MAIL ADDRESS

Expenditures

Expenditure for Maintenance, Repair and Renovation from 1.50-Mills and PECO

Annually, prior to the adoption of the district school budget, each school board must prepare a tentative district facilities work program that includes a schedule of major repair and renovation projects necessary to maintain the educational and ancillary facilities of the district.

Item	2013 - 2014 Actual Budget	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	2017 - 2018 Projected	Total
Electrical	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Fire Alarm	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,500,000
Locations:	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, C A WEIS ELEMENTARY, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PACE ADMINISTRATION OFFICE, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Telephone/Intercom System	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Closed Circuit Television	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Paint	\$676,572	\$676,572	\$676,572	\$676,572	\$676,572	\$3,382,860
Locations:	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PACE ADMINISTRATION OFFICE, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Maintenance/Repair	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
HVAC	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Flooring	\$62,538	\$62,538	\$62,538	\$62,538	\$62,538	\$312,690

Locations:	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PACE ADMINISTRATION OFFICE, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Roofing	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Safety to Life	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Fencing	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Parking	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Sub Total:	\$1,039,110	\$1,039,110	\$1,039,110	\$1,039,110	\$1,039,110	\$5,195,550

PECO Maintenance Expenditures	\$0	\$0	\$0	\$0	\$0	\$0
1.50 Mill Sub Total:	\$2,030,363	\$2,030,363	\$2,030,363	\$2,030,363	\$2,030,363	\$10,151,815

Other Items	2013 - 2014 Actual Budget	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	2017 - 2018 Projected	Total
District Wide Preventative Maintenance	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$275,000
Locations:	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PACE ADMINISTRATION OFFICE, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Bleacher Repair and Replace Cycle	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Locations:	BELLVIEW MIDDLE, BROWN BARGE MIDDLE, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, RANSOM MIDDLE, W J WOODHAM MIDDLE SCHOOL, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH					
Relocatable Classroom Renovations	\$51,521	\$51,521	\$51,521	\$51,521	\$51,521	\$257,605

Locations	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, C A WEIS ELEMENTARY, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Energy Management DDC Controls	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Locations	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PACE ADMINISTRATION OFFICE, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Door Replacement Cycle	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Locations	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PACE ADMINISTRATION OFFICE, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Facilities Planning Salary Abatement	\$684,732	\$684,732	\$684,732	\$684,732	\$684,732	\$3,423,660
Locations	J E HALL EDUCATIONAL SERVICES CENTER					
Total:	\$2,030,363	\$2,030,363	\$2,030,363	\$2,030,363	\$2,030,363	\$10,151,815

Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation

Anticipated expenditures expected from local funding sources over the years covered by the current work plan.

Item	2013 - 2014 Actual Budget	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	2017 - 2018 Projected	Total
Remaining Maint and Repair from 1.5 Mills	\$2,030,363	\$2,030,363	\$2,030,363	\$2,030,363	\$2,030,363	\$10,151,815
Maintenance/Repair Salaries	\$0	\$0	\$0	\$0	\$0	\$0
School Bus Purchases	\$2,320,649	\$2,409,866	\$2,664,444	\$2,889,859	\$3,144,819	\$13,429,637
Other Vehicle Purchases	\$220,000	\$110,000	\$130,000	\$130,000	\$130,000	\$720,000
Capital Outlay Equipment	\$3,096,947	\$3,444,606	\$3,501,809	\$3,613,151	\$3,700,000	\$17,356,513
Rent/Lease Payments	\$0	\$0	\$0	\$0	\$0	\$0

COP Debt Service	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$25,000,000
Rent/Lease Relocatables	\$0	\$0	\$0	\$0	\$0	\$0
Environmental Problems	\$0	\$0	\$0	\$0	\$0	\$0
s.1011.14 Debt Service	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	\$0	\$0	\$0	\$0	\$0	\$0
Qualified School Construction Bonds (QSCB)	\$0	\$0	\$0	\$0	\$0	\$0
Qualified Zone Academy Bonds (QZAB)	\$0	\$0	\$0	\$0	\$0	\$0
Property Insurance	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$15,000,000
Maintenance Transfer	\$6,123,846	\$6,123,846	\$6,123,846	\$6,123,846	\$6,123,846	\$30,619,230
Local Expenditure Totals:	\$21,791,805	\$22,118,681	\$22,450,462	\$22,787,219	\$23,129,028	\$112,277,195

Revenue

1.50 Mill Revenue Source

Schedule of Estimated Capital Outlay Revenue from each currently approved source which is estimated to be available for expenditures on the projects included in the tentative district facilities work program. All amounts are NET after considering carryover balances, interest earned, new COP's, 1011.14 and 1011.15 loans, etc. Districts cannot use 1.5-Mill funds for salaries except for those explicitly associated with maintenance/repair projects. (1011.71 (5), F.S.)

Item	Fund	2013 - 2014 Actual Value	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	2017 - 2018 Projected	Total
(1) Non-exempt property assessed valuation		\$15,133,198,036	\$15,360,195,007	\$15,590,598,947	\$15,824,457,931	\$16,061,824,800	\$77,970,274,721
(2) The Millege projected for discretionary capital outlay per s.1011.71		1.50	1.50	1.50	1.50	1.50	
(3) Full value of the 1.50-Mill discretionary capital outlay per s.1011.71		\$25,423,773	\$25,805,128	\$26,192,206	\$26,585,089	\$26,983,866	\$130,990,062
(4) Value of the portion of the 1.50 -Mill ACTUALLY levied	370	\$21,791,805	\$22,118,681	\$22,450,462	\$22,787,219	\$23,129,028	\$112,277,195
(5) Difference of lines (3) and (4)		\$3,631,968	\$3,686,447	\$3,741,744	\$3,797,870	\$3,854,838	\$18,712,867

PECO Revenue Source

The figure in the row designated "PECO Maintenance" will be subtracted from funds available for new construction because PECO maintenance dollars cannot be used for new construction.

Item	Fund	2013 - 2014 Actual Budget	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	2017 - 2018 Projected	Total
PECO New Construction	340	\$0	\$0	\$0	\$0	\$0	\$0
PECO Maintenance Expenditures		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0

CO & DS Revenue Source

Revenue from Capital Outlay and Debt Service funds.

Item	Fund	2013 - 2014 Actual Budget	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	2017 - 2018 Projected	Total
CO & DS Cash Flow-through Distributed	360	\$184,231	\$184,231	\$184,231	\$184,231	\$184,231	\$921,155
CO & DS Interest on Undistributed CO	360	\$14,364	\$14,364	\$14,364	\$14,364	\$14,364	\$71,820
		\$198,595	\$198,595	\$198,595	\$198,595	\$198,595	\$992,975

Fair Share Revenue Source

All legally binding commitments for proportionate fair-share mitigation for impacts on public school facilities must be included in the 5-year district work program.

Nothing reported for this section.

Sales Surtax Referendum

Specific information about any referendum for a 1-cent or ½-cent surtax referendum during the previous year.

Did the school district hold a surtax referendum during the past fiscal year 2012 - 2013?

No

Additional Revenue Source

Any additional revenue sources

Item	2013 - 2014 Actual Value	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	2017 - 2018 Projected	Total
Proceeds from a s.1011.14/15 F.S. Loans	\$0	\$0	\$0	\$0	\$0	\$0
District Bonds - Voted local bond referendum proceeds per s.9, Art VII State Constitution	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Special Act Bonds	\$0	\$0	\$0	\$0	\$0	\$0
Estimated Revenue from CO & DS Bond Sale	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Voted Capital Improvements millage	\$0	\$0	\$0	\$0	\$0	\$0
Other Revenue for Other Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from 1/2 cent sales surtax authorized by school board	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$100,000,000
Proceeds from local governmental infrastructure sales surtax	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Certificates of Participation (COP's) Sale	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms First Bond proceeds amount authorized in FY 1997-98	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms for Kids	\$0	\$0	\$0	\$0	\$0	\$0

District Equity Recognition	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0
Proportionate share mitigation (actual cash revenue only, not in kind donations)	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees received	\$0	\$0	\$0	\$0	\$0	\$0
Private donations	\$0	\$0	\$0	\$0	\$0	\$0
Grants from local governments or not-for-profit organizations	\$0	\$0	\$0	\$0	\$0	\$0
Interest, Including Profit On Investment	\$0	\$0	\$0	\$0	\$0	\$0
Revenue from Bonds pledging proceeds from 1 cent or 1/2 cent Sales Surtax	\$0	\$0	\$0	\$0	\$0	\$0
Total Fund Balance Carried Forward	\$95,689,716	\$0	\$0	\$0	\$0	\$95,689,716
General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Charter School Capital Outlay	\$296,026	\$296,026	\$296,026	\$296,026	\$296,026	\$1,480,130
Subtotal	\$115,985,742	\$20,296,026	\$20,296,026	\$20,296,026	\$20,296,026	\$197,169,846

Total Revenue Summary

Item Name	2013 - 2014 Budget	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	2017 - 2018 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	\$21,791,805	\$22,118,681	\$22,450,462	\$22,787,219	\$23,129,028	\$112,277,195
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	(\$21,791,805)	(\$22,118,681)	(\$22,450,462)	(\$22,787,219)	(\$23,129,028)	(\$112,277,195)
PECO Maintenance Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Available 1.50 Mill for New Construction	\$0	\$0	\$0	\$0	\$0	\$0

Item Name	2013 - 2014 Budget	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	2017 - 2018 Projected	Five Year Total
CO & DS Revenue	\$198,595	\$198,595	\$198,595	\$198,595	\$198,595	\$992,975
PECO New Construction Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Other/Additional Revenue	\$115,985,742	\$20,296,026	\$20,296,026	\$20,296,026	\$20,296,026	\$197,169,846
Total Additional Revenue	\$116,184,337	\$20,494,621	\$20,494,621	\$20,494,621	\$20,494,621	\$198,162,821

Total Available Revenue **\$116,184,337** **\$20,494,621** **\$20,494,621** **\$20,494,621** **\$20,494,621** **\$198,162,821**

Project Schedules

Capacity Project Schedules

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Project Description	Location		2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	Total	Funded
Replacement	A K SUTER ELEMENTARY	Planned Cost:	\$3,000,000	\$0	\$0	\$0	\$0	\$3,000,000	Yes
	Student Stations:		600	0	0	0	0	600	
	Total Classrooms:		0	0	0	0	0	0	
	Gross Sq Ft:		102,000	0	0	0	0	102,000	
Replacement	ERNEST WARD MIDDLE	Planned Cost:	\$500,000	\$0	\$0	\$0	\$0	\$500,000	Yes
	Student Stations:		600	0	0	0	0	600	
	Total Classrooms:		0	0	0	0	0	0	
	Gross Sq Ft:		115,202	0	0	0	0	115,202	
New Northwest Elementary	Location not specified	Planned Cost:	\$7,500,000	\$10,000,000	\$7,500,000	\$0	\$0	\$25,000,000	Yes
	Student Stations:		796	796	796	0	0	2,388	
	Total Classrooms:		0	0	0	0	0	0	
	Gross Sq Ft:		123,954	123,954	123,954	0	0	371,862	
New Westside Elementary	Location not specified	Planned Cost:	\$2,000,000	\$3,000,000	\$0	\$0	\$0	\$5,000,000	Yes
	Student Stations:		796	796	0	0	0	1,592	
	Total Classrooms:		0	0	0	0	0	0	
	Gross Sq Ft:		123,954	123,954	0	0	0	247,908	
New Gymnasium	BELLVIEW MIDDLE	Planned Cost:	\$3,250,000	\$0	\$0	\$0	\$0	\$3,250,000	Yes
	Student Stations:		120	0	0	0	0	120	
	Total Classrooms:		0	0	0	0	0	0	
	Gross Sq Ft:		12,724	0	0	0	0	12,724	

WORKMAN MIDDLE New Gymnasium	Location not specified	Planned Cost:	\$0	\$3,250,000	\$0	\$0	\$0	\$3,250,000	Yes
	Student Stations:		0	120	0	0	0	120	
	Total Classrooms:		0	0	0	0	0	0	
	Gross Sq Ft:		0	12,724	0	0	0	12,724	
BROWN BARGE MIDDLE New Gymnasium	Location not specified	Planned Cost:	\$0	\$0	\$3,250,000	\$0	\$0	\$3,250,000	Yes
	Student Stations:		0	0	120	0	0	120	
	Total Classrooms:		0	0	0	0	0	0	
	Gross Sq Ft:		0	0	12,724	0	0	12,724	

Planned Cost:	\$16,250,000	\$16,250,000	\$10,750,000	\$0	\$0	\$43,250,000
Student Stations:	2,912	1,712	916	0	0	5,540
Total Classrooms:	0	0	0	0	0	0
Gross Sq Ft:	477,834	260,632	136,678	0	0	875,144

Other Project Schedules

Major renovations, remodeling, and additions of capital outlay projects that do not add capacity to schools.

Project Description	Location	2013 - 2014 Actual Budget	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	2017 - 2018 Projected	Total	Funded
New Covered Play Building	ESCAMBIA WESTGATE CENTER	\$0	\$0	\$0	\$2,000,000	\$0	\$2,000,000	Yes
Various Elementary Covered Play Buildings @ 1M each	Location not specified	\$0	\$0	\$4,000,000	\$6,000,000	\$4,000,000	\$14,000,000	Yes
Half Cent Sales Surtax Projects as listed in the Educational Plant Survey (includes fencing, roofing, etc.)	Location not specified	\$0	\$0	\$0	\$5,000,000	\$10,000,000	\$15,000,000	Yes
LCIF Carryover	Location not specified	\$2,520,242	\$0	\$0	\$0	\$0	\$2,520,242	Yes
1.5 Mill Carryover	Location not specified	\$15,763,184	\$0	\$0	\$0	\$0	\$15,763,184	Yes
Half Cent Sales Tax Carryover	Location not specified	\$76,746,383	\$0	\$0	\$0	\$0	\$76,746,383	Yes
District Wide General Renovations	Location not specified	\$750,000	\$750,000	\$1,750,000	\$2,250,000	\$2,000,000	\$7,500,000	Yes
CO & DS Flow Through Carryover	Location not specified	\$659,574	\$0	\$0	\$0	\$0	\$659,574	Yes
PECO Construction Carryover	Location not specified	\$333	\$0	\$0	\$0	\$0	\$333	Yes
Charter School Capital Outlay	Location not specified	\$296,026	\$296,026	\$296,026	\$296,026	\$296,026	\$1,480,130	Yes
Classrooms for Kids Carryover	Location not specified	\$0	\$0	\$0	\$0	\$0	\$0	Yes
Facilities Systems - Roofing	Location not specified	\$750,000	\$750,000	\$750,000	\$1,000,000	\$750,000	\$4,000,000	Yes

Facilities Systems - Mechanical Life Safety	Location not specified	\$1,500,000	\$1,500,000	\$1,500,000	\$2,500,000	\$2,000,000	\$9,000,000	Yes
District Wide Safety to Life	Location not specified	\$159,000	\$159,000	\$159,000	\$159,000	\$159,000	\$795,000	Yes
District Wide Campus Security Systems	Location not specified	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000	Yes
District Wide Equipment	Location not specified	\$39,595	\$39,595	\$39,595	\$39,595	\$39,595	\$197,975	Yes
District Wide Athletic Renovation & Repair	Location not specified	\$0	\$0	\$1,000,000	\$1,000,000	\$1,000,000	\$3,000,000	Yes
New Northwest K-5 - Land Acquisition	Location not specified	\$500,000	\$500,000	\$0	\$0	\$0	\$1,000,000	Yes
		\$99,934,337	\$4,244,621	\$9,744,621	\$20,494,621	\$20,494,621	\$154,912,821	

Additional Project Schedules

Any projects that are not identified in the last approved educational plant survey.

Nothing reported for this section.

Non Funded Growth Management Project Schedules

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years.

Nothing reported for this section.

Tracking

Capacity Tracking

Location	2013 - 2014 Satis. Stu. Sta.	Actual 2013 - 2014 FISH Capacity	Actual 2012 - 2013 COFTE	# Class Rooms	Actual Average 2013 - 2014 Class Size	Actual 2013 - 2014 Utilization	New Stu. Capacity	New Rooms to be Added/Removed	Projected 2017 - 2018 COFTE	Projected 2017 - 2018 Utilization	Projected 2017 - 2018 Class Size
HELLEN CARO ELEMENTARY	933	933	909	50	18	97.00 %	0	0	783	84.00 %	16
JIM ALLEN ELEMENTARY	762	762	632	39	16	83.00 %	0	0	700	92.00 %	18
BELLVIEW ELEMENTARY	888	888	747	46	16	84.00 %	0	0	710	80.00 %	15
BELLVIEW MIDDLE	1,435	1,291	1,111	65	17	86.00 %	0	0	1,005	78.00 %	15
BRATT ELEMENTARY	542	542	439	27	16	81.00 %	0	0	423	78.00 %	16
BRENTWOOD ELEMENTARY	607	607	555	33	17	91.00 %	0	0	538	89.00 %	16
N B COOK ELEMENTARY (NEW)	680	680	636	35	18	93.00 %	0	0	630	93.00 %	18
BLUE ANGELS ELEMENTARY	843	843	989	45	22	117.00 %	0	0	843	100.00 %	19
MOLINO PARK ELEMENTARY	756	756	387	36	11	51.00 %	0	0	400	53.00 %	11
GLOBAL LEARNING ACADEMY	836	836	753	45	17	90.00 %	0	0	725	87.00 %	16
BEULAH ELEMENTARY	869	869	896	46	19	103.00 %	0	0	736	85.00 %	16
WASHINGTON SENIOR HIGH	1,956	1,858	1,607	82	20	86.00 %	0	0	1,625	87.00 %	20
R C LIPSCOMB ELEMENTARY	966	966	911	51	18	94.00 %	0	0	815	84.00 %	16
JIM C BAILEY MIDDLE	1,575	1,417	1,401	68	21	99.00 %	0	0	1,310	92.00 %	19
NORTHVIEW SENIOR HIGH	662	529	531	28	19	100.00 %	0	0	525	99.00 %	19
ESEAL CENTER	158	0	0	15	0	0.00 %	0	0	0	0.00 %	0
W J WOODHAM MIDDLE SCHOOL	1,669	1,502	806	70	12	54.00 %	0	0	850	57.00 %	12
GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY	1,709	2,050	1,247	78	16	61.00 %	0	0	1,225	60.00 %	16
PINE FOREST SENIOR HIGH	2,105	1,999	1,720	87	20	86.00 %	0	0	1,680	84.00 %	19
LONGLEAF ELEMENTARY	780	780	691	41	17	89.00 %	0	0	731	94.00 %	18
L D MCARTHUR ELEMENTARY	801	801	694	44	16	87.00 %	0	0	725	91.00 %	16
ESCAMBIA WESTGATE CENTER	381	381	239	37	6	63.00 %	0	0	195	51.00 %	5
ALLIE YNIESTRA ELEMENTARY	348	0	0	18	0	0.00 %	0	0	0	0.00 %	0

JUDY ANDREWS SCHOOL	275	275	39	11	4	14.00 %	0	0	37	13.00 %	3
SPENCER BIBBS ELEMENTARY	407	0	0	22	0	0.00 %	0	0	0	0.00 %	0
JOHN A GIBSON HEADSTART PROGRAM	218	0	0	11	0	0.00 %	0	0	0	0.00 %	0
MCMILLAN PRE-K CENTER	252	252	49	14	4	20.00 %	0	0	50	20.00 %	4
LINCOLN PARK ELEMENTARY	439	439	276	23	12	63.00 %	0	0	168	38.00 %	7
WARRINGTON ELEMENTARY	712	712	483	37	13	68.00 %	0	0	500	70.00 %	14
WARRINGTON MIDDLE	1,268	1,141	706	53	13	62.00 %	0	0	700	61.00 %	13
C A WEIS ELEMENTARY	641	641	493	36	14	77.00 %	0	0	500	78.00 %	14
WEST PENSACOLA ELEMENTARY	685	685	472	36	13	69.00 %	0	0	480	70.00 %	13
J H WORKMAN MIDDLE	1,257	1,131	1,008	58	17	89.00 %	0	0	1,005	89.00 %	17
REINHARDT HOLM ELEMENTARY	669	669	431	36	12	64.00 %	0	0	440	66.00 %	12
SCENIC HEIGHTS ELEMENTARY	771	771	842	41	21	109.00 %	0	0	750	97.00 %	18
O J SEMMES ELEMENTARY	566	566	366	29	13	65.00 %	0	0	340	60.00 %	12
SHERWOOD ELEMENTARY	673	673	527	34	15	78.00 %	0	0	530	79.00 %	16
A K SUTER ELEMENTARY	459	459	435	25	17	95.00 %	0	0	600	131.00 %	24
J M TATE SENIOR HIGH	2,194	2,084	1,964	97	20	94.00 %	0	0	1,950	94.00 %	20
ERNEST WARD MIDDLE	594	534	461	26	18	86.00 %	0	0	600	112.00 %	23
MYRTLE GROVE ELEMENTARY	685	685	678	36	19	99.00 %	0	0	615	90.00 %	17
NAVY POINT ELEMENTARY	585	585	484	32	15	83.00 %	0	0	417	71.00 %	13
OAKCREST ELEMENTARY	489	489	518	26	20	106.00 %	0	0	440	90.00 %	17
PENSACOLA SENIOR HIGH	1,975	1,876	1,572	82	19	84.00 %	0	0	1,570	84.00 %	19
PINE MEADOW ELEMENTARY	883	883	909	47	19	103.00 %	0	0	818	93.00 %	17
PLEASANT GROVE ELEMENTARY	632	632	681	34	20	108.00 %	0	0	620	98.00 %	18
CORDOVA PARK ELEMENTARY	702	702	677	37	18	96.00 %	0	0	650	93.00 %	18
ENSLEY ELEMENTARY	489	489	427	26	16	87.00 %	0	0	460	94.00 %	18
ESCAMBIA SENIOR HIGH	2,184	2,074	1,622	89	18	78.00 %	0	0	1,710	82.00 %	19
FERRY PASS ELEMENTARY	676	676	623	36	17	92.00 %	0	0	582	86.00 %	16
FERRY PASS MIDDLE	1,117	1,005	981	49	20	98.00 %	0	0	1,002	100.00 %	20
MONTCLAIR ELEMENTARY	548	548	363	28	13	66.00 %	0	0	330	60.00 %	12
BROWN BARGE MIDDLE	939	845	621	44	14	73.00 %	0	0	615	73.00 %	14

BYRNEVILLE ELEMENTARY- CHARTER SCHOOL	40	0	0	2	0	0.00 %	0	0	0	0.00 %	0
GEORGE WASHINGTON CARVER MIDDLE	372	0	0	16	0	0.00 %	0	0	0	0.00 %	0
CARVER/CENTURY K-8	525	0	0	26	0	0.00 %	0	0	0	0.00 %	0
A V CLUBBS ALTERNATIVE	264	0	0	12	0	0.00 %	0	0	0	0.00 %	0
RANSOM MIDDLE	1,698	1,528	1,360	73	19	89.00 %	0	0	1,360	89.00 %	19
	49,144	45,339	37,966	2,370	16	83.74 %	0	0	37,013	81.64 %	16

The COFTE Projected Total (37,013) for 2017 - 2018 must match the Official Forecasted COFTE Total (37,013) for 2017 - 2018 before this section can be completed. In the event that the COFTE Projected Total does not match the Official forecasted COFTE, then the Balanced Projected COFTE Table should be used to balance COFTE.

Projected COFTE for 2017 - 2018	
Elementary (PK-3)	12,694
Middle (4-8)	14,686
High (9-12)	9,633
	37,013

Grade Level Type	Balanced Projected COFTE for 2017 - 2018
Elementary (PK-3)	0
Middle (4-8)	0
High (9-12)	0
	37,013

Relocatable Replacement

Number of relocatable classrooms clearly identified and scheduled for replacement in the school board adopted financially feasible 5-year district work program.

Location	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	Year 5 Total
Total Relocatable Replacements:	0	0	0	0	0	0

Charter Schools Tracking

Information regarding the use of charter schools.

Location-Type	# Relocatable units or permanent classrooms	Owner	Year Started or Scheduled	Student Stations	Students Enrolled	Years in Contract	Total Charter Students projected for 2017 - 2018
Pensacola Beach Elementary	7	PRIVATE	2002	150	136	8	144
Beulah Academy of Science	14	PRIVATE	1998	300	286	14	286
Jacqueline Harris Preparatory	10	PRIVATE	2001	200	178	12	230
Escambia Charter School	12	COUNTY GOVERNMENT	1996	300	127	10	150
Capstone Academy	4	OTHER	2004	27	16	5	30
Newpoint Academy	21	PRIVATE	2011	386	210	3	300

Newpoint Pensacola	21	PRIVATE	2011	386	130	3	185
	89			1,749	1,083		1,325

Special Purpose Classrooms Tracking

The number of classrooms that will be used for certain special purposes in the current year, by facility and type of classroom, that the district will, 1), not use for educational purposes, and 2), the co-teaching classrooms that are not open plan classrooms and will be used for educational purposes.

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Educational Classrooms:		0	0	0	0	0	0

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Co-Teaching Classrooms:		0	0	0	0	0	0

Infrastructure Tracking

Necessary offsite infrastructure requirements resulting from expansions or new schools. This section should include infrastructure information related to capacity project schedules and other project schedules (Section 4).

Will require water, sewer, fire protection, electricity, and telecommunications to support both the new Westside and Northwest Elementary Schools.

Proposed location of planned facilities, whether those locations are consistent with the comprehensive plans of all affected local governments, and recommendations for infrastructure and other improvements to land adjacent to existing facilities. Provisions of 1013.33(12), (13) and (14) and 1013.36 must be addressed for new facilities planned within the 1st three years of the plan (Section 5).

Properties to be purchased on westside and northwest sides of county.

Consistent with Comp Plan? Yes

Net New Classrooms

The number of classrooms, by grade level and type of construction, that were added during the last fiscal year.

List the net new classrooms added in the 2012 - 2013 fiscal year.					List the net new classrooms to be added in the 2013 - 2014 fiscal year.			
"Classrooms" is defined as capacity carrying classrooms that are added to increase capacity to enable the district to meet the Class Size Amendment.					Totals for fiscal year 2013 - 2014 should match totals in Section 15A.			
Location	2012 - 2013 # Permanent	2012 - 2013 # Modular	2012 - 2013 # Relocatable	2012 - 2013 Total	2013 - 2014 # Permanent	2013 - 2014 # Modular	2013 - 2014 # Relocatable	2013 - 2014 Total
Elementary (PK-3)	0	0	0	0	0	0	0	0
Middle (4-8)	0	0	0	0	0	0	0	0
High (9-12)	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0

Relocatable Student Stations

Number of students that will be educated in relocatable units, by school, in the current year, and the projected number of students for each of the years in the workplan.

Site	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	5 Year Average
JIM ALLEN ELEMENTARY	0	0	0	0	0	0
BELLVIEW ELEMENTARY	0	0	0	0	0	0
BELLVIEW MIDDLE	154	154	154	154	154	154
BRATT ELEMENTARY	0	0	0	0	0	0
BRENTWOOD ELEMENTARY	80	80	80	80	80	80
BROWN BARGE MIDDLE	44	44	44	44	44	44
BYRNEVILLE ELEMENTARY-CHARTER SCHOOL	40	40	40	40	40	40
CARVER/CENTURY K-8	0	0	0	0	0	0
A V CLUBBS ALTERNATIVE	0	0	0	0	0	0
RANSOM MIDDLE	242	242	242	242	242	242
CORDOVA PARK ELEMENTARY	76	76	0	0	0	30
ENSLEY ELEMENTARY	36	36	36	36	36	36
ESCAMBIA SENIOR HIGH	49	49	49	49	49	49
FERRY PASS ELEMENTARY	89	89	89	89	89	89
FERRY PASS MIDDLE	0	0	0	0	0	0
MONTCLAIR ELEMENTARY	0	0	0	0	0	0
MYRTLE GROVE ELEMENTARY	72	72	72	72	72	72
NAVY POINT ELEMENTARY	0	0	0	0	0	0
LINCOLN PARK ELEMENTARY	0	0	0	0	0	0
W J WOODHAM MIDDLE SCHOOL	0	0	0	0	0	0
GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY	25	25	25	25	25	25
PINE FOREST SENIOR HIGH	100	100	100	100	100	100
LONGLEAF ELEMENTARY	0	0	0	0	0	0
L D MCARTHUR ELEMENTARY	22	22	22	22	22	22
ESCAMBIA WESTGATE CENTER	10	10	10	10	10	10
BEULAH ELEMENTARY	152	152	152	152	152	152
WASHINGTON SENIOR HIGH	50	50	50	50	50	50
R C LIPSCOMB ELEMENTARY	152	152	152	152	152	152
JIM C BAILEY MIDDLE	208	208	208	208	208	208
NORTHVIEW SENIOR HIGH	0	0	0	0	0	0
MOLINO PARK ELEMENTARY	0	0	0	0	0	0
HELLEN CARO ELEMENTARY	150	150	150	150	150	150

OAKCREST ELEMENTARY	0	0	0	0	0	0
PENSACOLA SENIOR HIGH	0	0	0	0	0	0
PINE MEADOW ELEMENTARY	80	102	102	102	102	98
PLEASANT GROVE ELEMENTARY	54	54	54	54	54	54
SCENIC HEIGHTS ELEMENTARY	28	28	28	28	28	28
O J SEMMES ELEMENTARY	0	0	0	0	0	0
SHERWOOD ELEMENTARY	0	0	0	0	0	0
A K SUTER ELEMENTARY	0	0	0	0	0	0
J M TATE SENIOR HIGH	25	25	25	25	25	25
ERNEST WARD MIDDLE	22	22	0	0	0	9
WARRINGTON ELEMENTARY	167	149	149	149	149	153
WARRINGTON MIDDLE	0	0	0	0	0	0
C A WEIS ELEMENTARY	0	0	0	0	0	0
WEST PENSACOLA ELEMENTARY	18	18	18	18	18	18
J H WORKMAN MIDDLE	22	22	22	22	22	22
REINHARDT HOLM ELEMENTARY	0	0	0	0	0	0
ALLIE YNIESTRA ELEMENTARY	0	0	0	0	0	0
JUDY ANDREWS SCHOOL	0	0	0	0	0	0
SPENCER BIBBS ELEMENTARY	0	0	0	0	0	0
MCMILLAN PRE-K CENTER	0	0	0	0	0	0
ESEAL CENTER	0	0	0	0	0	0
N B COOK ELEMENTARY (NEW)	0	0	0	0	0	0
BLUE ANGELS ELEMENTARY	0	0	0	0	0	0
GLOBAL LEARNING ACADEMY	0	0	0	0	0	0
GEORGE WASHINGTON CARVER MIDDLE	0	0	0	0	0	0
JOHN A GIBSON HEADSTART PROGRAM	0	0	0	0	0	0

Totals for ESCAMBIA COUNTY SCHOOL DISTRICT						
Total students in relocatables by year.	2,167	2,171	2,073	2,073	2,073	2,111
Total number of COFTE students projected by year.	37,638	37,563	37,358	37,138	37,013	37,342
Percent in relocatables by year.	6 %					

Leased Facilities Tracking

Existing leased facilities and plans for the acquisition of leased facilities, including the number of classrooms and student stations, as reported in the educational plant survey, that are planned in that location at the end of the five year workplan.

Location	# of Leased Classrooms 2013 - 2014	FISH Student Stations	Owner	# of Leased Classrooms 2017 - 2018	FISH Student Stations
BROWN BARGE MIDDLE	0	0		0	0
BYRNEVILLE ELEMENTARY-CHARTER SCHOOL	0	0		0	0
CARVER/CENTURY K-8	0	0		0	0
A V CLUBBS ALTERNATIVE	0	0		0	0
RANSOM MIDDLE	0	0		0	0
CORDOVA PARK ELEMENTARY	0	0		0	0
ENSLEY ELEMENTARY	0	0		0	0
ESCAMBIA SENIOR HIGH	0	0		0	0
FERRY PASS ELEMENTARY	0	0		0	0
FERRY PASS MIDDLE	0	0		0	0
MONTCLAIR ELEMENTARY	0	0		0	0
MYRTLE GROVE ELEMENTARY	0	0		0	0
NAVY POINT ELEMENTARY	0	0		0	0
OAKCREST ELEMENTARY	0	0		0	0
PENSACOLA SENIOR HIGH	0	0		0	0
PINE MEADOW ELEMENTARY	0	0		0	0
PLEASANT GROVE ELEMENTARY	0	0		0	0
SCENIC HEIGHTS ELEMENTARY	0	0		0	0
O J SEMMES ELEMENTARY	0	0		0	0
SHERWOOD ELEMENTARY	0	0		0	0
A K SUTER ELEMENTARY	0	0		0	0
J M TATE SENIOR HIGH	0	0		0	0
ERNEST WARD MIDDLE	0	0		0	0
WARRINGTON ELEMENTARY	0	0		0	0
WARRINGTON MIDDLE	0	0		0	0
C A WEIS ELEMENTARY	0	0		0	0
WEST PENSACOLA ELEMENTARY	0	0		0	0
J H WORKMAN MIDDLE	0	0		0	0
REINHARDT HOLM ELEMENTARY	0	0		0	0
ALLIE YNIESTRA ELEMENTARY	0	0		0	0
JUDY ANDREWS SCHOOL	0	0		0	0
SPENCER BIBBS ELEMENTARY	0	0		0	0
MCMILLAN PRE-K CENTER	0	0		0	0
LINCOLN PARK ELEMENTARY	0	0		0	0

W J WOODHAM MIDDLE SCHOOL	0	0		0	0
GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY	0	0		0	0
PINE FOREST SENIOR HIGH	0	0		0	0
LONGLEAF ELEMENTARY	0	0		0	0
L D MCARTHUR ELEMENTARY	0	0		0	0
ESCAMBIA WESTGATE CENTER	0	0		0	0
BEULAH ELEMENTARY	0	0		0	0
WASHINGTON SENIOR HIGH	0	0		0	0
R C LIPSCOMB ELEMENTARY	0	0		0	0
JIM C BAILEY MIDDLE	0	0		0	0
NORTHVIEW SENIOR HIGH	0	0		0	0
ESEAL CENTER	0	0		0	0
N B COOK ELEMENTARY (NEW)	0	0		0	0
BLUE ANGELS ELEMENTARY	0	0		0	0
MOLINO PARK ELEMENTARY	0	0		0	0
GLOBAL LEARNING ACADEMY	0	0		0	0
HELLEN CARO ELEMENTARY	0	0		0	0
JIM ALLEN ELEMENTARY	0	0		0	0
BELLVIEW ELEMENTARY	0	0		0	0
BELLVIEW MIDDLE	0	0		0	0
BRATT ELEMENTARY	0	0		0	0
BRENTWOOD ELEMENTARY	0	0		0	0
GEORGE WASHINGTON CARVER MIDDLE	0	0		0	0
JOHN A GIBSON HEADSTART PROGRAM	0	0		0	0
	0	0		0	0

Failed Standard Relocatable Tracking

Relocatable units currently reported by school, from FISH, and the number of relocatable units identified as 'Failed Standards'.

Nothing reported for this section.

Planning

Class Size Reduction Planning

Plans approved by the school board that reduce the need for permanent student stations such as acceptable school capacity levels, redistricting, busing, year-round schools, charter schools, magnet schools, public-private partnerships, multitrack scheduling, grade level organization, block scheduling, or other alternatives.

The School District of Escambia County has taken steps to address class-size reduction issues that include:

- Closing near or over-capacity schools to transfers
- Redistricting attendance zones
- Approving charter contracts as appropriate
- Establishing magnet programs in under-utilized sites
- Establishing our own virtual academy
- Increasing dual enrollment options

School Closure Planning

Plans for the closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues.

No plans for closure at this time.

Five Year Survey - Ten Year Capacity

ESCAMBIA COUNTY SCHOOL DISTRICT

8/19/2013

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K - 12 programs for the future 5 years beyond the 5-year district facilities work program.

No items meet the criteria.

Five Year Survey - Ten Year Infrastructure

ESCAMBIA COUNTY SCHOOL DISTRICT

8/19/2013

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 6 thru 10 out years (Section 28).

Not Specified

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 6 thru 10 out years (Section 29).

Not Specified

Five Year Survey - Ten Year Maintenance

ESCAMBIA COUNTY SCHOOL DISTRICT

8/19/2013

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 6 - 10 beyond the projects plans detailed in the five years covered by the work plan.

No items match the criteria.

Five Year Survey - Ten Year Utilization

ESCAMBIA COUNTY SCHOOL DISTRICT

8/19/2013

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual FISH Capacity	Actual COFTE	Actual Utilization	Actual new Student Capacity to be added/removed	Projected COFTE	Projected Utilization
Elementary - District Totals	24,611	24,611	18,581.71	75.50 %	0	0	0.00 %
Middle - District Totals	12,474	11,224	8,836.85	78.73 %	0	0	0.00 %
High - District Totals	11,425	10,752	9,344.93	86.91 %	0	0	0.00 %
Other - ESE, etc	5,552	3,530	1,932.98	54.76 %	0	0	0.00 %
	54,062	50,117	38,696.47	77.21 %	0	0	0.00 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Five Year Survey - Twenty Year Capacity

ESCAMBIA COUNTY SCHOOL DISTRICT

8/19/2013

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K - 12 programs for the future 11 - 20 years beyond the 5-year district facilities work program.

No items match the criteria.

Five Year Survey - Twenty Year Infrastructure

ESCAMBIA COUNTY SCHOOL DISTRICT

8/19/2013

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in the 11 through 20 out years (Section 28).

Not Specified

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 11 through 20 out years (Section 29).

Not Specified

Five Year Survey - Twenty Year Maintenance

ESCAMBIA COUNTY SCHOOL DISTRICT

8/19/2013

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 11 - 20 beyond the projects plans detailed in the five years covered by the work plan.

No items match the criteria.

Five Year Survey - Twenty Year Utilization

ESCAMBIA COUNTY SCHOOL DISTRICT

8/19/2013

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual FISH Capacity	Actual COFTE	Actual Utilization	Actual new Student Capacity to be added/removed	Projected COFTE	Projected Utilization
Elementary - District Totals	24,611	24,611	18,581.71	75.50 %	0	0	0.00 %
Middle - District Totals	12,474	11,224	8,836.85	78.73 %	0	0	0.00 %
High - District Totals	11,425	10,752	9,344.93	86.91 %	0	0	0.00 %
Other - ESE, etc	5,552	3,530	1,932.98	54.76 %	0	0	0.00 %
	54,062	50,117	38,696.47	77.21 %	0	0	0.00 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5882

Growth Management Report 12. 5.

BCC Regular Meeting

Public Hearing

Meeting Date: 04/29/2014

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

From: Horace Jones, Interim Department Director

Organization: Development Services

CAO Approval:

RECOMMENDATION:

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

That the Board of County Commissioners (BCC) review and adopt an Ordinance repealing and replacing the Escambia County Comprehensive Plan 2030 (Ord. 2010-16).

This hearing serving as the second of two required Public Hearings.

At the January 7, 2014, Planning Board Meeting, the Board recommended approving transmittal to the Department of Economic Opportunity (DEO). On January 16, 2014 the Board of County Commissioners approved the Ordinance for transmittal to DEO. On February 21, 2014, the County received notice from DEO that they had no comments related to important state resources and facilities within their department's scope of review that would be adversely impacted by the amendment if adopted.

BACKGROUND:

The Board of County Commissioners directed staff to review, update and bring the Comprehensive Plan 2030 into compliance with the current Federal and State rules and regulations.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Ryan Ross, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board’s goal “to increase citizen involvement in, access to, and approval of, County government activities.”

IMPLEMENTATION/COORDINATION:

Once adopted, implementation of the Ordinance will consist of a text amendment to the Comprehensive Plan and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney’s Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Ordinance Draft

Ordinance Clean Copy

Adoption Packet

1 the Administration Commission enters a final order determining the ordinance to be in
2 compliance.

3
4 **DONE AND ENACTED** this _____ day of _____, 2014.

5
6 **BOARD OF COUNTY COMMISSIONERS**
7 **OF ESCAMBIA COUNTY, FLORIDA**

8
9
10 **By:** _____
11 **Lumon J. May, Chairman**

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

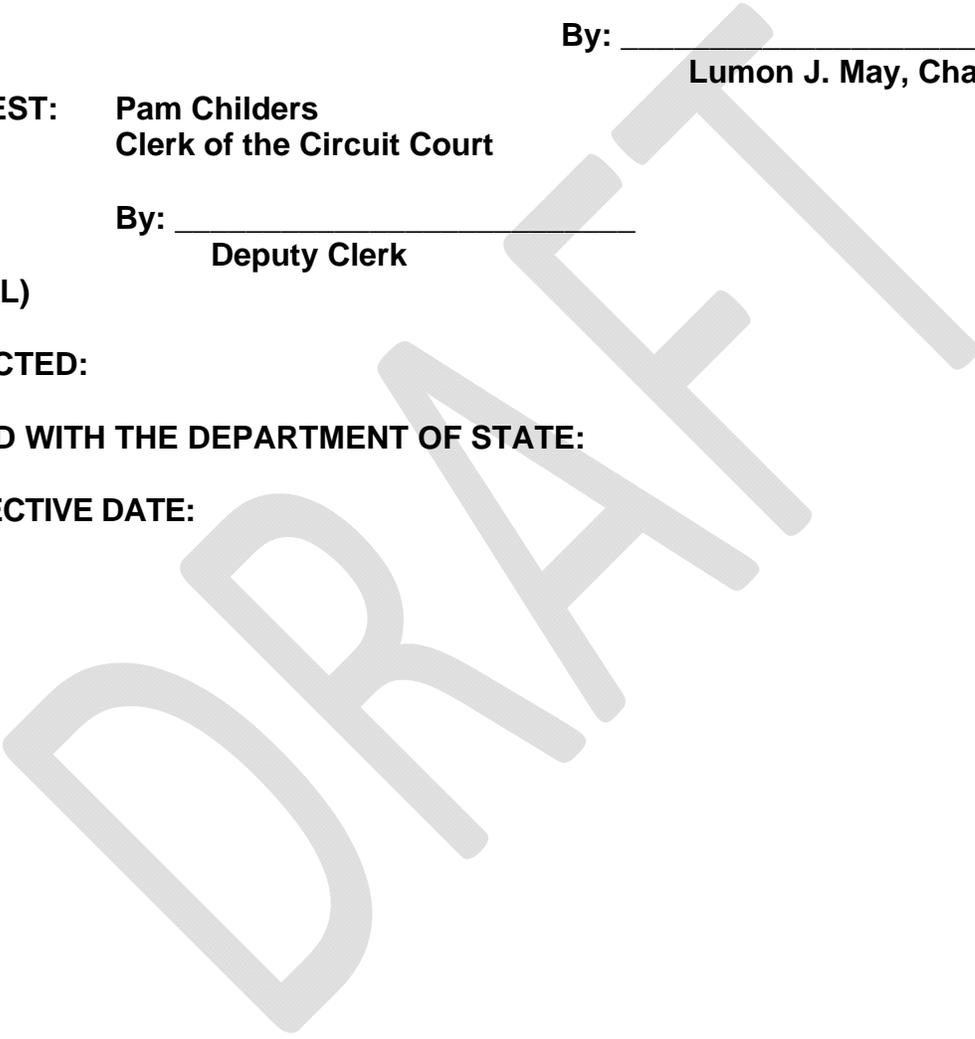
14
15 **By:** _____
16 **Deputy Clerk**

17 **(SEAL)**

18
19 **ENACTED:**

20
21 **FILED WITH THE DEPARTMENT OF STATE:**

22
23 **EFFECTIVE DATE:**



ORDINANCE NUMBER 2014-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; REPEALING AND REPLACING IN ITS ENTIRETY THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, ORDINANCE NO. 2010-16, AS AMENDED; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County finds that repealing and replacing in its entirety the Escambia County Comprehensive Plan: 2030 is in the best interest of the County and its citizens;

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

Section 1. Repeal and Replacement of the Escambia County Comprehensive Plan: 2030.

The Escambia County Comprehensive Plan: 2030, Ordinance No. 2016, as amended, is hereby repealed in its entirety and replaced with the Escambia County Comprehensive Plan 2030 attached as Exhibit A.

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, the 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 Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

Pursuant to Section 163.3184(3)(c)4, Florida Statutes, this ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the ordinance to be in compliance.

DONE AND ENACTED this _____ day of _____, 2014.

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

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

CLERK OF COURTS & COMPTROLLER’S REPORT – Continued

- I. CONSENT AGENDA – Continued
- 1-2. Approval of Two Consent Agenda Items – Continued
2. Taking the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:
 - A. Accepting, for filing with the Board's Minutes, the Report of the Agenda Work Session held January 2, 2014; and
 - B. Approving the Minutes of the Regular Board Meeting held January 2, 2014.

GROWTH MANAGEMENT REPORT – Horace Jones, Interim Director,
Development Services Department

I. PUBLIC HEARINGS

1. 5:45 p.m. Public Hearing 

Motion made by Commissioner Robinson, seconded by Commissioner Robertson, and carried 4-1, with Commissioner May voting "no," approving to review an Ordinance to repeal and replace the Escambia County Comprehensive Plan: 2030 (Ordinance Number 2010-16), for transmittal to the Department of Economic Opportunity (DEO), with this Hearing serving as the first of two required Public Hearings; at the January 7, 2014, Planning Board meeting, the Planning Board recommended approving transmittal to DEO.

Speaker(s):

Dianne Krumel	Elaine Sargent
Larry Chamblin	Gail Honea
Pattie Krakowski	Marilyn Badessa
Mary Gutierrez	Kim Parker
Alan Dennis	Lynn Laird
Gary Holt	Barry Goodson
Chasidy Hobbs	Beverly Perry
Mae Dean	



Board of County Commissioners • Escambia County, Florida

Horace L. Jones, Interim Director
Development Services

January 17, 2014

Mr. Ray Eubanks, Plan Processing Administrator
Florida Department of Community Affairs
Division of Community Planning
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

RE: Escambia County Comprehensive Plan Text Amendment CPA 2014-01

Dear Mr. Eubanks:

On behalf of Escambia County, enclosed are three (3) copies of the proposed Escambia County Comprehensive Plan Amendment which are forwarded for your review. This amendment is subject to the Expedited Review process pursuant to Section 163.3184(2), (3) and (5), Florida Statutes (F.S.). Furthermore, a quick reference matrix is included to explain the details of the proposed changes.

The Local Planning Agency (LPA) considered the CPA on January 7, 2014, and approved this amendment for transmittal to the Board of County Commissioners (BCC), which subsequently held a transmittal public hearing for the amendment on January 16, 2014, and approved submission of this package to the Department of Economic Opportunity.

Pursuant to the new Comprehensive Plan Amendment Processing Guidelines, a copy of the proposed amendment package is being forwarded to the Department of Environmental Protection, the Florida Department of Transportation, (District Three), the Department of State, the West Florida Regional Planning Council, the Northwest Florida Water Management District, the Military Commanding Officers of Naval Air Station Pensacola and Naval Air Station Whiting Field, the Florida Fish and Wildlife Conservation Commission, and the Florida Department of Agriculture and Consumer Services, concurrent with this submittal. The Notice of Intent should be published on the [DEO website](#). This amendment is not applicable to the area of critical state concern and has not been prepared under a joint planning agreement.

Escambia County Comprehensive Plan Text Amendment CPA 2014-01

The County is requesting compliance review of the amendment package. Mr. Juan C. Lemos, Senior Urban Planner, Development Services Department, will serve as the contact person for this amendment package, and can be reached at (850)-595-3467 (P), or jclemos@myescambia.com, should you have any questions, or require additional information.

Sincerely,



Horace L. Jones
Interim Department Director

HLJ/jcl

Enclosures

cc: Department of State
Northwest Florida Water Management District
Florida Department of Environmental Protection
Florida Department of Transportation, District Three
Florida Fish and Wildlife Conservation Commission
Capt. Pete Hall, NAS Whiting Field, Commanding Officer
Capt. Christopher W. Plummer, NAS Pensacola, Commanding Officer
Florida Department of Agriculture and Consumer Services
West Florida Regional Planning Council

Escambia County Comprehensive Plan Text Amendment CPA 2014-01

The Comprehensive Plan 2030, submitted for review, is the result of the County's endeavor to remove mandates no longer required to be incorporated within the Comprehensive Plan, as a result of the implementation of CS/HB 7207ER. The enclosed document has deletions identified by strike-thru and additions identified by underlines.

The attached Comprehensive Plan Matrix delineates the text changes included with this submittal.

Additionally, the following sections of the original Comprehensive Plan have been moved or renumbered as follows:

- 1. CP7:18-GOAL FLU 5 Mid-West Escambia County Optional Sector Plan has been moved from GOAL FLU 5 to CP16:1 Chapter 16 GOAL FLU 16.**
- 2. CP7:33-Goal FLU 6 Navy Federal Credit Union Urban Service Area is now GOAL FLU 5 Navy Federal Credit Union Urban Service Area, same page.**

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

February 21, 2014

RECEIVED

FEB 24 2014

Development Services
Department

The Honorable Lumon May
Chairman, Escambia County
Board of County Commissioners
221 Palafox Place, Ste. 400
Pensacola, Florida 32502

Dear Chairman May:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for Escambia County (Amendment No. 14-2ESR) which was received on January 23, 2014. We have reviewed the proposed amendments pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comments related to important state resources and facilities within the Department of Economic Opportunity's authorized scope of review that will be adversely impacted by the amendments if adopted.

We are, however, providing a technical assistance comment consistent with Section 163.3168(3), F.S. The technical assistance comment will not form the basis of a challenge. The County is proposing to remove Concurrency Management System Objective 1.1., deleting the basic provisions of the County's concurrency management system and deferring implementation of the Concurrency Management System to the City's Land Development Code. While this option is viable for Transportation, Public Schools, and Parks and Recreation, Section 163.3180(1) and (2) F.S. states that the comprehensive plan must include principles, guidelines, standards, and strategies for the establishment of a concurrency management system for sanitary sewer, solid waste, drainage, water supply and potable water facilities. The Department recommends that amendment be modified prior to adoption to address the basic concurrency management requirements of Section 163.3180, F.S.

The County is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the County. If other reviewing agencies provide comments, we recommend the County consider appropriate changes to the amendment based on those comments. If unresolved, such reviewing agency comments could form the basis for a challenge to the amendment after adoption. The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment.

Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department of Economic Opportunity and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

If you have any questions concerning this review, please contact Dan Evans, at (850) 717-8484, or by email at Dan.Evans@deo.myflorida.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ana Richmond', with a long horizontal flourish extending to the right.

Ana Richmond
Comprehensive Planning Manager

AR/de

Enclosure(s): Procedures for Adoption

cc: Horace Jones, Interim Director, Escambia County Development Services
Terry Joseph, Executive Director, West Florida Regional Planning Council



Escambia Soil & Water Conservation District Board
151 Highway 97 Molino, FL 32577
Phone: (850) 587-5404 Fax: (850) 587-2765
Supervisors: Anne Bennett, Steve Jones, Jeff DeWeese, Lynn Laird, Jacob Gilmore

January 10, 2014

Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, Florida 32502

Dear Sirs:

On behalf of the Escambia Soil and Water Conservation District Board, I am writing to express the Board's serious concerns about the speed of the review, input and approval processes surrounding the proposed changes to the Escambia County Comprehensive Plan.

We believe that the process has not allowed for adequate citizen notification, education, review and debate surrounding the dramatic changes proposed.

While the County has conducted the appropriate meetings as required by law, we feel that the nature of the sweeping changes and their impact on our County and its future should be further explained to the Citizens of Escambia County.

Our County has excellent broadcast resources in its partnerships with the local media and specifically through ECTV. Please consider postponing any additional action on the plan and instructing the County's planning staff to conduct a series of publicized on-air explanation sessions of the proposed changes to educate and inform the vast majority of Citizens who cannot attend the scheduled meetings due to logistical or employment related obligations.

Once these broadcasts have been made, we would ask each Commissioner to hold a town hall meeting in their respective districts to allow the Citizens to directly provide feedback to their respective Commissioner.

Once again on behalf of the entire Board thank you for your support of Escambia County, our local environment and the conservation of our natural resources.

Warmest regards,

A handwritten signature in black ink, appearing to read 'Jeff DeWeese', written in a cursive style.

Jeff DeWeese
Secretary

SUBMITTAL OF PROPOSED COMPREHENSIVE PLAN AMENDMENTS

FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

May 2011

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, (one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the Department of Economic Opportunity and one copy each to the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the proposed amendment:

_____ A statement indicating the amendment is related to 1) an area of critical state concern designated pursuant to Section 380.05, F.S.; 2) a rural land stewardship area pursuant to Section 163.3248, F.S.; 3) a sector plan pursuant to Section 163.3245, F.S.; 4) an update a comprehensive plan based on an evaluation and appraisal report pursuant to Section 163.3191, F.S.; or 5) a new plan for a newly incorporated municipality adopted pursuant to Section 163.3167, F.S.;

_____ The date(s) the local planning agency and the commission held public hearings;

_____ A statement certifying that the proposed amendment(s) have been submitted to the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request. Certification means that the letter must state that a copy of a complete amendment package including supporting data and analysis has been mailed to these agencies and the date it was mailed;

_____ A summary of the plan amendment(s) including that the amendment is being submitted under the state coordinated review process;

_____ The month the local government anticipates the amendment will be adopted;

_____ The name, title, address, telephone, FAX number, and e-mail of the local contact person;

PROPOSED AMENDMENT PACKAGE: Please include the following information in the proposed amendment package:

_____ All proposed text, in a strike-through/underline format (or similar easily identifiable format);

_____ Staff, local planning agency and local governing body recommendations;

_____ Support documents or summaries of the support documents on which the recommendations regarding the proposed plan amendment(s) are based;

_____ For Future Land Use Map amendments please include all maps in **color format** depicting:

_____ The proposed future land use designation of the subject property;

_____ The boundary of the subject property and its location in relation to the surrounding street and thoroughfare network;

_____ The present future land use map designations of the subject properties and abutting properties.

_____ An Existing Land Use Map depicting:

_____ The existing land use(s) of the subject property and abutting properties and

_____ The size of the subject property in acres or fractions thereof.

_____ A description of availability of and the demand on sanitary sewer, solid waste, drainage, potable water and water supply, traffic circulation, schools (if local government has adopted school concurrency), and recreation, as appropriate;

_____ Information regarding the consistency of the proposed land use amendments with the Future Land Use Element goals, objectives and policies, and those of other affected elements.

_____ If a local government relies on original data, or data and analysis from a previous amendment, a reference to the specific portions of the previously submitted data and analysis on which the local government relies to support the amendment;

_____ If previous data and analysis is no longer the best available existing data or no longer supports the plan, then copies of updated and reanalyzed data and analysis to support the proposed amendment.



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

MARJORY STONEMAN DOUGLAS BUILDING
3900 COMMONWEALTH BOULEVARD
TALLAHASSEE, FLORIDA 32399-3000

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

February 21, 2014

Mr. Juan C. Lemos, Senior Urban Planner
Escambia County Development Services Department
3363 West Park Place
Pensacola, Florida 32505

**Re: Escambia County 14-2ESR Proposed Comprehensive Plan Amendment
Expedited Review**

Dear Mr. Lemos:

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment in accordance with the provisions of Chapter 163, Florida Statutes (F.S.). The Department's review of the proposed policies focused on important state resources and facilities that would be adversely impacted if the amendment is adopted, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interests in lands, including state parks, greenways and trails and conservation easements; solid waste; and water and wastewater treatment.

ESCAMBIA COUNTY PROPOSED AMENDMENTS

The County's proposed amendment package includes the deletion of Future Land Use (FLU) Policy 1.1.5, which requires the County's land development code (LDC) to include provisions for density clustering outside of areas intended for preservation of natural resources, including wetlands and other surface waters. It deletes Conservation (CON) Policy 1.3.8, which requires buffers between development and environmentally sensitive areas (including wetlands) and references the LDC's density clustering provision that curbs development within environmentally sensitive lands.

IMPORTANT STATE RESOURCES

Outstanding Florida Waters (OFWs) located within Escambia County include: Perdido River and Perdido Bay and waterbodies within the boundaries of Big Lagoon State Recreation Area, Gulf Island National Seashore, and Perdido Key State Recreation Area. OFWs, pursuant to Chapter 62-302, Florida Administrative Code, are considered to be ecological resources of statewide importance. Approximately 30 percent of Escambia County consists of wetlands, according to the best data available to the Department, including the National Wetlands Inventory and aerial photos. These include isolated wetlands and wetlands associated with surface waters that are designated OFWs.

Mr. Juan C. Lemos
Page 2 of 2
February 21, 2014

Bayou Chico, Judges Bayou, North Escambia Bay and the Pensacola Bay Basin have been identified as biologically impaired for nutrients, particularly nitrate nitrogen. Wetlands are important state resources that serve valuable functions including: denitrifying stormwater and other nitrogen sources; storing water; cleaning or filtering pollutants from surface waters preventing flood damage to developed lands; recharging groundwater; and serving as nurseries for saltwater and freshwater fish and shellfish that have commercial, recreational and ecological value.

DEPARTMENT COMMENTS

The Department recognizes the County's existing ordinances that provide for the protection of wetlands, as well the protections afforded by the state's Environmental Resource Permitting program. As such, the Department believes that, if adopted, the proposed amendment would not result in adverse impacts to important state resources.

Should you have any questions or require further assistance, please contact Jillaine Owens at (850) 245-2187 or Jillaine.Owens@dep.state.fl.us to schedule further discussions on the proposed policies.

Sincerely,



Carla Gaskin Mautz
Deputy Chief of Staff



Florida Department of Transportation

RICK SCOTT
GOVERNOR

District Three Planning Department
1074 Highway 90
P.O. Box 607, Chipley, FL 32428
Phone: (850) 638-0250

ANANTH PRASAD, P.E.
SECRETARY

3/10/2014

Mr. Horace L. Jones, Interim Director
Escambia County Dept. of Development Services
3363 West Park Place
Pensacola, Florida 32505

RE: Escambia County 14-2ESR

Dear Mr. Jones:

We have completed our review of the above referenced document. The Department does not have any objecting comments to the amendment. We appreciate the opportunity to review and would like to provide the following recommendations for your consideration:

- Page CP6:1 (Goal CMS 1 – Concurrency Management System): The goal defers the management of concurrency to the Land Development Code. Consistent with suggested FHWA guidelines, the integration of a time period would enhance the goal.
- Page CP7:34 (FLU 5.1.2 – proposed): The Level of Service standards are proposed to be delineated in the Land Development Code, versus the comprehensive plan as identified.
- Page CP8:1 (MOB 1.1.1 Level of Service Standards – proposed): The policy references the FIHS facilities, which is no longer in effect.
- Page CP8:3 (MOB 1.1.8 Commuter Assistance Programs – proposed): The Comprehensive Plan amendment proposes to eliminate MOB 1.6.2 – Vehicle Miles Traveled (VMT) Reduction Strategies. The MOB 1.1.8 policy appears to be a mechanism for evaluating and monitoring vehicle miles traveled. With the elimination of Policy MOB 1.6.2, how is the county going to monitor VMT?
- Page CP11:8 (COA 1.5.1 Concurrency Management): The Concurrency Management System has been proposed to be described in the Land Development Code, versus the Concurrency Management System Element.
- Page CP16:3 (OBJ FLU 16.3 Transportation): While the DSAP for adequate transportation facilities is identified on Page CP16:12 (Preliminary DSAP – III(2)(b)), similar to other

sections, the County may want to consider adding specific language for the DSAP or referencing the later policy.

- Page CP16:13 (Section III(2)(b)(i)):The policy references the Florida Interstate Highway System (FIHS) facilities, which is no longer in effect.

If we can be of further assistance, please feel free to give me a call at (850) 330-1656.

Sincerely,



Zena Riley-Taylor
Growth Management Specialist

Zrt/

Copies: Ray Eubanks – DEO
Ray Kirkland – D3
Jim DeVries – D3
Jim Wood – CO



FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER ADAM H. PUTNAM

February 12, 2014

VIA EMAIL (jclemos@mvescambia.com)]

Escambia County Department of Development Services
Attn: Horace L. Jones
3363 West Park Place
Pensacola, Florida 32505

Re: DACS Docket # -- 20140127-332
Escambia County CPA 2014-01
Submission dated January 17, 2014

Dear Mr. Jones:

The Florida Department of Agriculture and Consumer Services (the "Department") received the above-referenced proposed comprehensive plan amendment on January 27, 2014 and has reviewed it pursuant to the provisions of Chapter 163, Florida Statutes to address any potential adverse impacts to important state resources or facilities related to agricultural, aquacultural, or forestry resources in Florida if the proposed amendment(s) are adopted. Based on our review of your county's submission, the Department has no comment on the proposal.

If we may be of further assistance, please do not hesitate to contact me at 850-410-2289.

Sincerely,

Stormie Knight
Sr. Management Analyst I
Office of Policy and Budget

cc: Florida Department of Economic Opportunity
(SLPA #: Escambia County 14-2 ESR)



February 19, 2014

Florida Fish and Wildlife Conservation Commission

Commissioners

Richard A. Corbett
Chairman
Tampa

Brian S. Yablonski
Vice Chairman
Tallahassee

Ronald M. Bergeron
Fort Lauderdale

Aliese P. "Liesa" Priddy
Immokalee

Bo Rivard
Panama City

Charles W. Roberts III
Tallahassee

Executive Staff

Nick Wiley
Executive Director

Eric Sutton
Assistant Executive Director

Karen Ventimiglia
Chief of Staff

Office of the
Executive Director

Nick Wiley
Executive Director

(850) 487-3796
(850) 921-5786 FAX

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: (850) 488-4676

Hearing/speech-impaired:
(800) 955-8771 (T)
(800) 955-8770 (V)

MyFWC.com

Mr. Horace Jones
Interim Director
Escambia County Developmental Services
3363 West Park Place
Pensacola, FL 32505
hljones@co.escambia.fl.us

RE: Escambia County Comprehensive Plan Map Amendment Text Amendment CPA 2014-01, Escambia County 14-2ESR, Escambia County, Florida

Dear Mr. Jones:

Florida Fish and Wildlife Conservation Commission staff has reviewed the proposed comprehensive plan amendment in accordance with Chapter 163.3184, Florida Statutes and provides the following comments and recommendations.

The proposed amendment removes requirements that are no longer needed within the Comprehensive Plan as a result of Chapter 2011-139, Laws of Florida and moves and renumbers the Mid-west Escambia County Optional Sector Plan and Navy Federal Credit Union Urban Service Area.

We do not have any comments or concerns with the renumbering and moving of the Mid-west Escambia County Optional Sector Plan (Chapter 16 Goal FLU 16) or the Navy Federal Credit Union Urban Service Area (Goal FLU 5). We continue to support Escambia County in the landscape level Optional Sector Planning process. While there were concerns about the removal of the references to the Perdido Key Habitat Conservation Plan (HCP) (COA 2.1.4), it is our understanding that the County will continue to implement the HCP through other policies within the Comprehensive Plan, the Land Development Code, and interlocal agreements.

If you need any further assistance, please do not hesitate to contact Jane Chabre either by phone at (850) 410-5367 or at FWCCConservationPlanningServices@MyFWC.com. If you have specific technical questions regarding the content of this letter, please contact Theodore Hoehn at (850) 488-8792 or by email at ted.hoehn@myfwc.com.

Sincerely,

Jennifer D. Goff
Land Use Planning Program Administrator
Office of Conservation Planning Services

jdg/th

ENV 2-3-3

EscambiaCounty_14-2 ESR_18637_021914.doc

cc: Anna Richmond, DEO, DCPexternalagencycomments@deo.myflorida.com
Juan Lemos, Escambia County Senior Urban Planner, jclemos@myescambia.com



Florida Department of Transportation

RICK SCOTT
GOVERNOR

District Three Planning Department
1074 Highway 90
P.O. Box 607, Chipley, FL 32428
Phone: (850) 638-0250

ANANTH PRASAD, P.E.
SECRETARY

4/17/2014

Mr. Horace L. Jones, Interim Director
Escambia County Dept. of Development Services
3363 West Park Place
Pensacola, Florida 32505

RE: Escambia County 14-2ESR

Dear Mr. Jones:

We have completed our review of the above referenced document. The Department does not have any objecting comments to the amendment. We appreciate the opportunity to review and would like to provide the following recommendations for your consideration:

- Page CP6:1 (Goal CMS 1 – Concurrency Management System): The goal defers the management of concurrency to the Land Development Code. Consistent with suggested FHWA guidelines, the integration of a time period would enhance the goal.

Initial Action: EPR has reviewed FHWA current requirements for a time period and discussed it with FDOT. The FDOT suggests that an implementation time frame added.

Follow-up: The County has determined that a deadline would not be feasible at this time. However, a timeframe for a mobility fee feasibility analysis will be provided in the Land Development Code.

- Page CP7:34 (FLU 5.1.2 – proposed): The Level of Service standards are proposed to be delineated in the Land Development Code, versus the comprehensive plan as identified.

Response: This is a statement of fact no response is necessary.

- Page CP8:1 (MOB 1.1.1 Level of Service Standards – proposed): The policy references the FIHS facilities, which is no longer in effect.

Response: All references to FIHS facilities will be removed.

- Page CP8:3 (MOB 1.1.8 Commuter Assistance Programs – proposed): The Comprehensive Plan amendment proposes to eliminate MOB 1.6.2 – Vehicle Miles Traveled (VMT)

Reduction Strategies. The MOB 1.1.8 policy appears to be a mechanism for evaluating and monitoring vehicle miles traveled. With the elimination of Policy MOB 1.6.2, how is the county going to monitor VMT?

Action: Discuss with TPO regarding the impact of removing or revising the policy. According to Dan Deanda, the TPO is using VMT in their Commuter Assistance Program but they are generating the values in house.

Follow-up: Discussed with Dan Deanda of NWFRC and he indicated that removing the VMT monitoring, may affect the CTS. However the NWFRC already calculates VMT and is ready to assist Escambia County in future determinations. Met with Tonya Ellis by phone on 3/12 and 3/13 and she indicated that VMT is not necessary for CTS.

Final Action: Spoke to Zena Riley-Taylor at approximately 11:20 am on 3/13/14 and it was suggested that the County amend MOB 1.1.8 to indicate that the County will use the TPO data to monitor VMT and will coordinate with the FDOT regarding large developments.

- Page CP11:8 (COA 1.5.1 Concurrency Management): The Concurrency Management System has been proposed to be described in the Land Development Code, versus the Concurrency Management System Element.

Response: This is a statement of fact no response is necessary. – See below for the statement that was added to the Comp. Plan MOB 1.1.14.

County will develop and maintain a Transportation Level of Service plan which will provide for the monitoring of impacts to the transportation network and identify areas of concern and opportunities for improvement in partnership with the development community. This program will serve as the foundation of project review and evaluations, prioritizing roadway and transportation improvements as well as providing data for the LOS report and Transportation Level of Service Plan. Escambia County will continue to analyze and develop alternative mechanisms for funding roadway improvements and to shift the funding of development-related improvements from the County to the development source creating the impact.

- Page CP16:3 (OBJ FLU 16.3 Transportation): While the DSAP for adequate transportation facilities is identified on Page CP16:12 (Preliminary DSAP – III(2)(b)), similar to other sections, the County may want to consider adding specific language for the DSAP or referencing the later policy.

Response: This language cannot be revised and has already been reviewed and approved by DEO and FDOT.

- Page CP16:13 (Section III(2)(b)(i)): The policy references the Florida Interstate Highway System (FIHS) facilities, which is no longer in effect.

Response: All references to FIHS facilities will be removed.

If we can be of further assistance, please feel free to give me a call at (850) 330-1656.

Sincerely,

A handwritten signature in cursive script that reads "Zena Riley-Taylor".

Zena Riley-Taylor
Growth Management Specialist

Zrt/

Copies: Ray Eubanks – DEO
Ray Kirkland – D3
Jim DeVries – D3
Jim Wood – CO

1 the Administration Commission enters a final order determining the ordinance to be in
2 compliance.

3
4 **DONE AND ENACTED** this _____ day of _____, 2014.

5
6 **BOARD OF COUNTY COMMISSIONERS**
7 **OF ESCAMBIA COUNTY, FLORIDA**

8
9
10 **By:** _____
11 **Lumon J. May, Chairman**

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

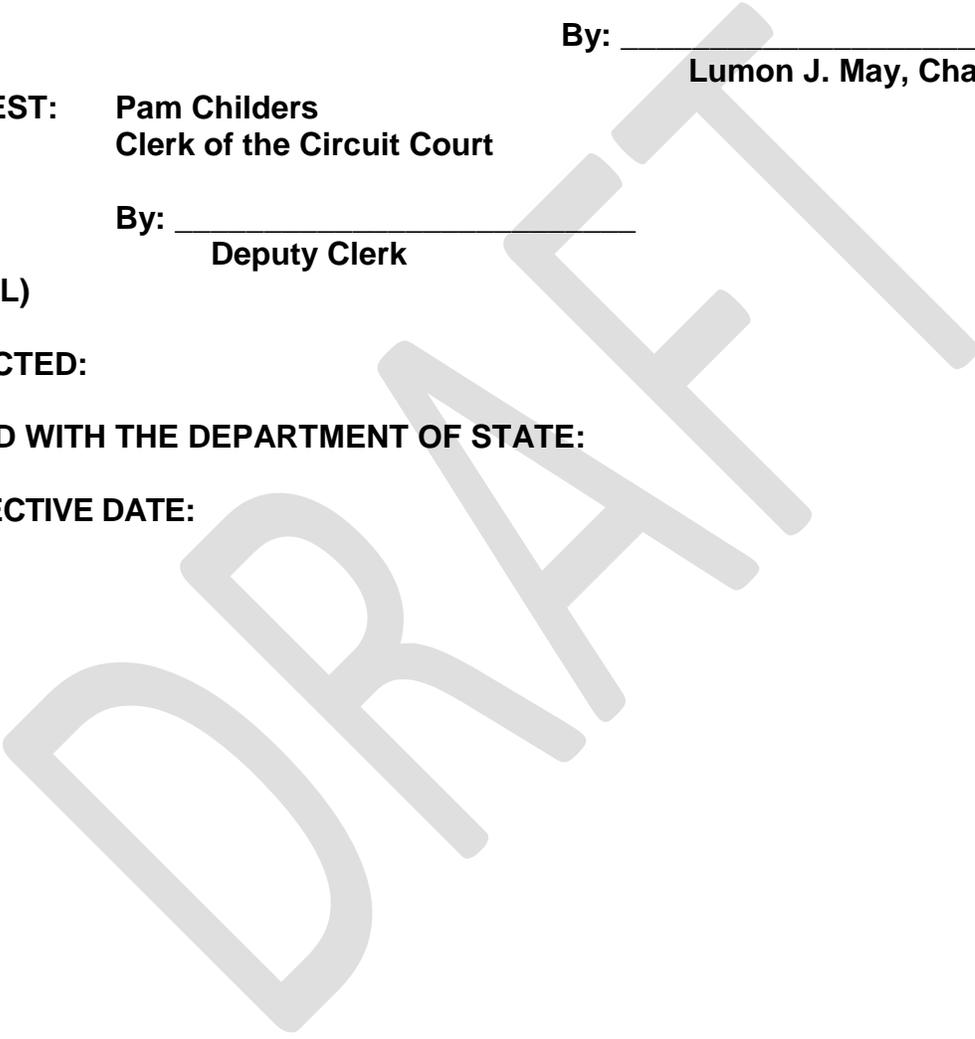
14
15 **By:** _____
16 **Deputy Clerk**

17 **(SEAL)**

18
19 **ENACTED:**

20
21 **FILED WITH THE DEPARTMENT OF STATE:**

22
23 **EFFECTIVE DATE:**

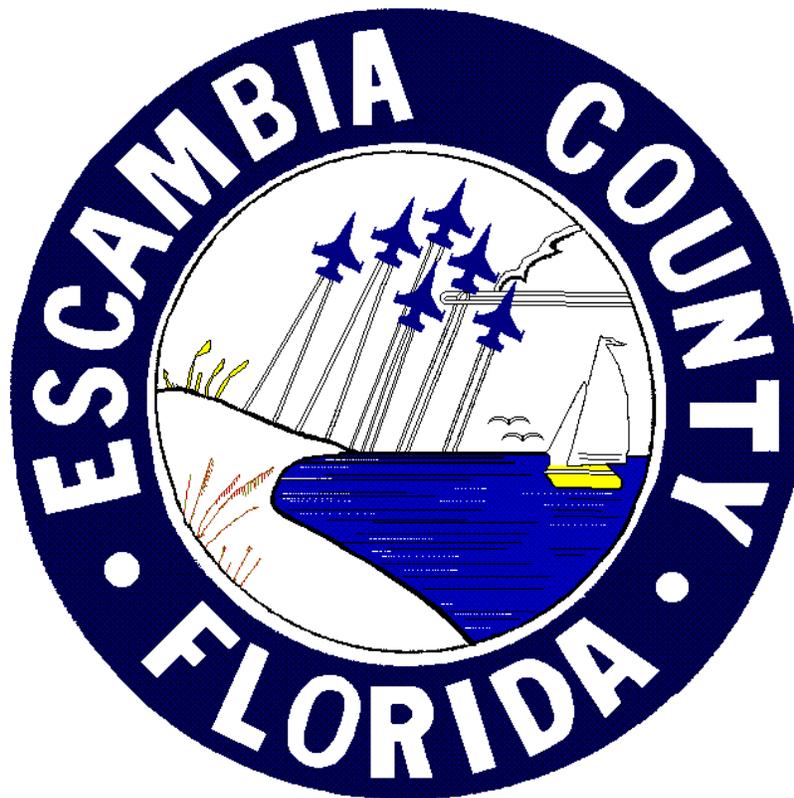


January 9, 2014

DRAFT

**ESCAMBIA COUNTY
COMPREHENSIVE PLAN**

2030



1 **Table of Contents**

2
3 Part II of the Escambia County Code of Ordinances (1999), the Escambia County
4 Comprehensive Plan, as amended, is further amended to read as set forth on the
5 following pages attached hereto, which includes the following chapters:

- 6
7 Chapter 1: Legal
8 Chapter 2: Administration
9 Chapter 3: Definitions
10 Chapter 4: Public Participation
11 Chapter 5: General Requirements
12 Chapter 6: Concurrency Management System
13 Chapter 7: Future Land Use
14 Chapter 8: Mobility
15 Chapter 9: Housing
16 Chapter 10: Infrastructure
17 Chapter 11: Coastal Management
18 Chapter 12: Conservation
19 Chapter 13: Recreation and Open Space
20 Chapter 14: Intergovernmental Coordination Element;-
21 Chapter 15: Capital Improvement Element;
22 Chapter 16: ~~Public Schools Facilities Element~~ Escambia County Optional
23 Sector Plan
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

1 **Chapter 1 Legal.**

2
3 **Section 1.01 Title.**

4 This ordinance shall be known as the “Escambia County Comprehensive Plan:
5 2030”. Additionally, the Escambia County Comprehensive Plan will be referred to
6 as “The Plan.”

7
8 **Section 1.02 Jurisdiction.**

9 The lands subject to this ordinance shall include all unincorporated areas of
10 Escambia County.

11
12 **Section 1.03 Intent.**

13 It is the intent of this Plan to provide orderly growth management for those areas
14 identified in Section 1.02 above. This ordinance is not intended to terminate
15 growth but rather to provide mechanisms for growth management in order to
16 serve the citizens, visitors and property owners of Escambia County.
17 Implementation of this ordinance is designed to maintain and improve the quality
18 of life for all citizens of the county.

19
20 The Board of County Commissioners of Escambia County finds that the goals,
21 objectives, policies and regulations set forth hereunder are a necessary and
22 proper means for planning and regulating the development and use of land in the
23 county and for otherwise protecting and promoting the public health, safety, and
24 general welfare of its citizens. It is the intent of this Comprehensive Plan to set
25 general guidelines and principles concerning its purposes and contents and that
26 this Plan shall be construed broadly to accomplish its stated purposes and
27 objective.

28
29 **Section 1.04 Effect on previous plan.**

30 This Comprehensive Plan supersedes and replaces the Escambia County
31 Comprehensive Plan, which was adopted by the Board of County
32 Commissioners on October 20, 1993, as amended.

1 **Chapter 2 Administration.**

2
3 **Section 2.01 Local Planning Agency.**

4 (1) The Escambia County Planning Board is hereby established by the Board of
5 County Commissioners (BCC) of Escambia County as the Local Planning
6 Agency (LPA).

7
8 (2) Duties: The duties of the LPA ~~shall~~will be as specified in ~~Section-~~
9 ~~163.3174~~, Florida Statutes, and include:

- 10
11 a. ~~Be responsible for the preparation of~~ Prepare the plan and
12 make recommendations to the BCC regarding the adoption of
13 the plan;
14 b. Monitor the effectiveness and status of implementation of the
15 comprehensive plan and recommend to the BCC any changes in
16 the plan that may, from time to time, be required;
17 c. Monitor, review and prepare periodic reports required by Section-
18 163.3191, Florida Statutes, including regular assessments of the
19 plan; and preparation of the evaluation and appraisal report on
20 the plan;
21 d. Review any proposed land development regulations, codes or
22 amendments thereto and make recommendations to the BCC as to
23 the consistency of proposed regulations, codes, or amendments
24 with the Comprehensive Plan;
25 e. Perform any other function, duty, or responsibility assigned to it
26 by the BCC or by general or special law; and,
27 f. Additional duties and responsibilities may be placed upon the LPA
28 by inclusion of such duties and responsibilities within the Land
29 Development Code (LDC).

30
31 (3) Resources: The LPA may utilize any resources provided it by the BCC in
32 furtherance of their duties and responsibilities. These resources may include, but
33 are not limited to, the facilities and equipment of the County; temporary
34 assignment of employees; utilization of County committees, boards or authorities,
35 consultants, persons, or entities to prepare or assist in the preparation of the
36 Plan; and amendments thereto or any other land development regulation,
37 proposed or existing, as it may deem appropriate.

38
39 (4) As School District Representation, pursuant to Florida Statutes, a
40 representative of the Escambia County School District will be placed on the
41 Planning Board as an ex officio, nonvoting member. The selection of the
42 representative will initially be by an Interlocal Agreement between the Escambia
43 County School District and the BCC. The Interlocal Agreement with the Escambia
44 County School District details the procedures and responsibilities of both parties.

45
46 (5) As Military Representation, pursuant to Florida Statutes, a representative of
47 the military installations located within Escambia County will be placed on the

1 Planning Board as an ex officio, nonvoting member. The selection of the
2 representative will initially be by a Memorandum of Agreement between the
3 Commanding Officers of Naval Air Station Pensacola and Naval Air Station
4 Whiting Field. The Interlocal Agreement with the Navy details the procedures and
5 responsibilities of both parties.

6
7 A. The Navy's Planning Board representative will coordinate with the
8 Navy Base Commanding Officers to review and comment on all proposed
9 Comprehensive Plan and LDC amendments that would affect the intensity,
10 density or use of the land within the Airfield Influence Planning Districts
11 (AIPDs). The comments will address the impacts that such proposed
12 Comprehensive Plan or LDC changes may have on the mission of the
13 military installations. They will include:

- 14
- 15 1. Whether such proposed changes will be incompatible with
16 the safety and noise standards contained in the Air
17 Installations Compatible Use Zones (AICUZs) study
18 adopted by the military installation for that airfield or the
19 AIPD adopted by the County for that airfield;
- 20 2. Whether such changes are incompatible with the findings
21 of the Joint Land Use Study (JLUS) for the area; and
- 22 3. Whether the military installation's mission will be
23 adversely affected by the proposed actions of the
24 County.
- 25

26 **Section 2.02 Administration.**

27 The Escambia County Administrator ~~shall~~will administer this Plan with the
28 assistance of other personnel within the County, as necessary. Policy direction
29 and guidance ~~shall~~will be provided by the LPA and the BCC. In addition,
30 assistance may be provided pursuant to Section 2.01(3) above.

31 **Section 2.03 Public participation and notices.**

32 Refer to Chapter 4 for public participation and notices.
33

1 **Chapter 3 Definitions.**

2
3 **Section 3.01 Definitions.**

4 The definitions listed here are hereby adopted. In addition, any words not
5 defined here ~~shall~~will be defined as found in Chapter 163, pt. II, Florida
6 Statutes, which is hereby adopted by reference. There may be other
7 definitions contained in the chapters (elements) of this Plan, and such
8 definitions are not "in conflict" with the definitions in rule or law. Also, the
9 additional definitions, if any, relate to terms or phrases not otherwise defined.

10
11 **Section 3.02 Germane definitions.**

12 The Escambia County Land Development Code (land development
13 regulations) will contain specific definitions germane to any items within the
14 LDC.

15
16 **Section 3.03 Singular and plural terms; gender; general interpretation.**

17 Unless the context clearly indicates otherwise, singular words include the
18 plural, person or man includes both genders, and words not otherwise
19 defined ~~shall~~will have those meanings commonly and customarily ascribed
20 to them and as can be found in any standard dictionary reference books.

21
22 **Section 3.04 Definitions.**

23
24 **Avigation easement:** An easement that gives a clear property right to
25 maintain flight operations in the airspace above the property.

26
27 **Buffer:** A designated area with natural and/or manmade features functioning
28 to minimize or eliminate adverse impacts on adjoining land uses or wetlands,
29 as defined by ~~Section 373.019(22)~~ Florida Statutes.

30
31 **Commercial use:** Any non-residential use that is typically carried out
32 for the purpose of monetary gain, including, but not limited to, any
33 business use or activity at a scale greater than a home occupation.

34
35 **Compact development:** A development pattern typically featuring
36 narrow streets, multifunction structures (such as residential over
37 retail), multifamily housing, front porches, small lots, wide sidewalks,
38 neighborhood parks, community landscaping, easily walkable
39 distances from residences to local commercial uses, places of
40 employment, and schools.

41
42 **Concurrency:** The condition or circumstance that, at the time that new
43 demands are placed on public facilities, facility capacities will meet or exceed
44 the adopted level of service (LOS) standards established by the
45 Comprehensive Plan.

1 **Conservation:** The act of preserving, guarding, or protecting; keeping in a safe
2 or entire state; preservation.
3

4 **Conservation subdivision:** A form of residential subdivision characterized by
5 clustered compact lots, common open space and natural features, used to protect
6 agricultural lands, open space or other natural or historical resources while
7 allowing for the maximum number of dwellings under applicable zoning and
8 subdivision regulations.
9

10 **Deficiencies:** Inadequacies, insufficiencies, or the falling short of a prescribed
11 norm.
12

13 **Density:** ~~The number of dwelling units per acre of land.~~ An objective
14 measurement of the number of people or residential units allowed per unit of
15 land, such as residents or employees per acre.
16

17 **Development:** The carrying out of any building activity or mining operation, the
18 making of any material change in the use or appearance of any structure or land,
19 or the dividing of land into three or more parcels. Specific activities or uses
20 involving or excluded from development are defined in ~~Section 380.04,~~ Florida
21 Statutes.
22

23 **Enhance:** To make greater, as regards value, beauty, or effectiveness; to
24 augment.
25

26 **Environmentally sensitive lands:** Those areas of land or water that are
27 determined by the BCC as being necessary to conserve or protect natural
28 habitats and ecological systems. The following classifications are those that have
29 been determined by Escambia County to be environmentally sensitive:
30

- 31 a. Wetlands as defined herein and wetlands as defined by the U.S.
32 Army Corps of Engineers.
- 33 b. Shoreline Protection Zones.
- 34 c. Aquatic preserves and the Escambia River Management Area.
- 35 d. Outstanding Florida Waters as defined by Rule 62.302.700
36 Florida Administrative Code and as defined and approved by
37 the Florida Legislature.
- 38 e. Habitats of threatened or endangered species as defined by the
39 U.S. Fish and Wildlife Service (USFWS), the Florida Fish and
40 Wildlife Conservation Commission (FWC), or other state or
41 federal agencies.
- 42 f. Essential Fishery Habitat (EFH), including seagrasses.
- 43 g. Floodplain areas defined on the FEMA Flood Insurance Rate Map
44 (FIRM) as areas of special flood hazard subject to a one percent
45 annual chance of flooding.
- 46 h. Potable water wells, cones of influence, and potable water well fields.
47

48 **Existing communities:** Established residential or mixed-use areas; developed

1 land that contains homes, businesses, and/or other civic and community uses.

2 **Farm worker:** A person who works on, but does not own, a farm; an agricultural
3 laborer (may be permanent or temporary).

4
5 **Financial feasibility:** The ability of a proposed land use or change of land use to
6 justify itself from an economic point of view.

7
8 **Floodway:** The channel of a river or other watercourse and the adjacent land
9 areas that must be reserved to discharge the base flood without cumulatively
10 increasing the water surface elevation more than one foot.

11
12 **Floor Area Ratio (FAR):** A standard measure of the intensity of non-residential
13 land use, calculated by dividing the total gross floor area of all structures on a lot
14 by the total area of the lot.

15
16 **Group home/group home facility:** An occupied residence, licensed by the
17 State of Florida, in which a family living environment is provided for six or fewer
18 unrelated residents with developmental disabilities as defined in ~~Section-~~
19 ~~393.063~~, Florida Statutes, including such supervision and care by support staff
20 as may be necessary to meet the physical, emotional, and social needs of its
21 residents.

22
23 **Hazardous material:** A poison, corrosive agent, flammable substance,
24 explosive, radioactive chemical, or any other material that can endanger human
25 or animal health or wellbeing if handled improperly.

26
27 **Hazardous waste:** Material or a combination of materials that require special
28 management techniques because of their acute and/or chronic effects on air and
29 water quality; on fish, wildlife, or other biota; or on the health and welfare of the
30 public. Such materials include, but are not limited to, volatile, chemical,
31 biological, explosive, flammable, radioactive and toxic materials regulated
32 pursuant to Chapter 62-730, Florida Administrative Code.

33
34 **Historic/cultural resource:** Any prehistoric or historic district, site, building,
35 object, or other real or personal property of historical, architectural, or
36 archaeological value as well as all folk life resources. These properties or
37 resources may include, but are not limited to, monuments, memorials, Indian
38 habitations, ceremonial sites, abandoned settlements, sunken or abandoned
39 ships, engineering works, treasure trove, artifacts, or other objects with intrinsic
40 historical or archaeological value, or any part thereof, relating to the history,
41 government, and culture of the state.

42
43 **Impervious surface:** Any surface that does not allow, or that minimally allows,
44 the penetration of water and that is highly resistant to infiltration by water.

45
46 **Impervious surface ratio:** A standard measure of the intensity of land use
47 calculated by dividing the total area of all impervious surfaces within a lot by the

1 total area of the lot.

2 **Incompatible/compatible development:** Incompatible development is new
3 development proposed to be constructed next to existing development wherein
4 the proximity of the two kinds of development would each diminish the
5 usefulness of the other or would be detrimental to existing operations. The
6 incompatibility can arise from either land use or structure size and design.
7 Compatible development is new development proposed to be constructed next to
8 existing development in which the proximity of the two kinds of development
9 would each complement or enhance the usefulness of the other.

10

11 **Infill development:** The development of new housing or other land uses on
12 vacant or underutilized land in existing developed areas which focuses on the
13 reuse and repositioning of obsolete or underutilized buildings and sites.

14

15 **Infrastructure:** Facilities and services needed to sustain land use activities,
16 including but not limited to roads, potable water service, wastewater service,
17 solid waste facilities, stormwater management facilities, power grids,
18 telecommunication facilities, and public schools.

19

20 **Invasive species:** A non-indigenous or exotic species that is not native to the
21 ecosystem under consideration and that has the ability to establish self-
22 sustaining, expanding, free-living populations that may cause economic and/or
23 environmental harm or harm to human health.

24

25 **Low-impact landscaping:** Landscape design practices that apply Florida-
26 Friendly landscaping principles to reduce water consumption, the use of
27 horticultural chemicals, the loss of native vegetation and wildlife habitat,
28 stormwater runoff, and other negative environmental impacts.

29 **Mitigation:** Methods used to alleviate or lessen the impact of development.

30 **Mixed-use:** Any use that includes both residential and nonresidential uses.

31 **Mobile/manufactured home:** A complete, factory-built, single-family dwelling
32 constructed in accordance with the federal Manufactured Housing Construction
33 and Safety Standards (the HUD Code) and transportable in one or more sections
34 on a permanent chassis for site installation with or without a permanent
35 foundation. *Mobile home* is the term used for manufactured homes built prior to
36 June 15, 1976 when the HUD Code became effective.

37

38 **Multi-family development:** Residential development containing multi-family
39 dwellings exclusively or predominantly.

40

41 **Multi-modal:** A transportation system that involves multiple methods of
42 transporting people and/or goods; this may include pedestrian activity, bicycling,
43 transit (buses and/or rail), and the automobile.

44

1 **Native vegetation:** Vegetation that exists naturally, without intervention by
2 humans, in a specific geographic area.

3
4 **Natural resources:** Resources provided by the natural environment, including
5 air, water, soils, wetlands, beaches, flood plains, forests, fisheries, wildlife, and
6 any other such environmental resource identified by Florida Statutes for
7 conservation and protection.

8
9 **Non-conforming use:** Any lawfully established use of a structure, land, or water,
10 in any combination that does not conform to the land use regulations of the
11 zoning district or future land use category in which the use is located.

12
13 **Non-residential use:** A use characterized by the absence of residences and the
14 presence of primary land uses that include retail, commercial, office, industrial,
15 civic or recreation uses.

16
17 **Open space:** Land or portions of land preserved and protected, whether public
18 or privately owned and perpetually maintained and retained for active or passive
19 recreation, for resource protection, or to meet lot coverage requirements. The
20 term includes, but is not limited to, required yards, developed recreation areas
21 and improved recreation facilities, natural and landscaped areas, and common
22 areas.

23
24 **Paratransit system:** A form of public transportation service characterized by the
25 flexible routing and scheduling of small vehicles such as taxis, vans and small
26 buses, to provide shared-occupancy, doorstep or curbside personalized
27 transportation service.

28
29 **Performance-oriented controls:** A set of criteria or limits relating to certain
30 characteristics that a particular use or process may not exceed; these regulations
31 are based upon the intensity and impacts of an activity, rather than land use.

32
33 **Preserve:** To protect natural resources and/or historic and cultural resources
34 from the negative impacts of human activity, including land development or
35 natural resource extraction, such as mining or logging. Preservation may include
36 permanently protecting land, structures and/or wetlands and water bodies via
37 purchase, conservation easement, regulations, or other methods, and it may
38 include the restoration and management of natural or historic resources.

39
40 **Primary dune:** The first natural or manmade dune located landward of the beach
41 with sufficient vegetation, height, continuity, and configuration to offer protective
42 value. The landward extent occurs at the point in which there is a distinct change
43 from a relatively steep slope to a relatively mild slope.

1 **Redevelopment:** The removal and replacement, rehabilitation, or adaptive reuse
2 of an existing structure or structures or of land from which previous
3 improvements have been removed.

4
5 **Residential use:** Any use for residences, domiciles, or dwellings, including, but
6 not limited to, single-family houses, townhouses, condominiums, and apartments.

7
8 **Restoration:** The act of repairing damage to a site with the aim of restoring the
9 site as closely as possible to its natural condition before it was disturbed.

10
11 **Revitalization:** The renewal and improvement of older commercial and
12 residential areas through any of a series of actions or programs that encourage
13 and facilitate private and public investment.

14
15 **Rural:** A sparsely developed area in which the land is primarily used for
16 agricultural purposes.

17
18 **Shoreline, Natural:** Undeveloped or restored areas of shoreline fronting the
19 waters of marine, estuarine, or riverine systems such as bays, bayous, rivers,
20 and streams.

21
22 **Sprawl:** Haphazard growth of dispersed, leap-frog and strip development in
23 suburbs and rural areas and along highways; typically, sprawl is automobile-
24 dependent, single use, resource-consuming, and low-density development in
25 previously rural areas and disconnected from existing development and
26 infrastructure.

27
28 **Street, collector:** A street providing service that is of relatively moderate traffic
29 volume, moderate trip length, and moderate operating speed and which
30 distributes traffic between local streets or arterial streets.

31
32 **Street, major arterial:** A street providing service that is relatively continuous and
33 of relatively high traffic volume, long trip length, and high operating speed. Note:
34 Every United States numbered highway is an arterial street.

35
36 **Street, minor arterial:** A street providing connections between major activity
37 centers of the county, which augments the major arterial system for local and
38 inter-county traffic by feeding traffic from collector and local street systems onto
39 major arterials.

40
41 **Suburban area:** A predominantly low-density residential area located
42 immediately outside of an urban area or a city and associated with it physically
43 and socioeconomically.

1 **Threatened and endangered species habitat:** An area that contains, or shows
2 factual evidence of, a species that is listed as threatened, endangered, or a
3 species of special concern, including all such areas that are classified as critical
4 habitat by the Florida Fish and Wildlife Conservation Commission (FFWC).

5
6 **Urban area:** A highly developed area that contains a variety of industrial,
7 commercial, residential, and cultural uses.

8 **Urban forest:** Collectively, the trees and other vegetation within and around the
9 developed areas of the county.

10
11 **Water-dependent uses:** Uses that require access to water bodies, such as
12 commercial boating or fishing operations.

13
14 **Water-related uses:** Uses that do not require a waterfront location to function
15 but are often essential to the efficient functioning of water-dependent uses and
16 can be essential to their economic viability, such as shops, restaurants, parking,
17 boat sales, or fish processing plants.

18
19 **Wetlands:** Areas that are inundated or saturated by surface water or
20 groundwater at a frequency and duration sufficient to support, and that under
21 normal circumstances do or would support, a prevalence of vegetation typically
22 adapted for life in saturated soils. Soils present in wetlands generally are
23 classified as hydric or alluvial, or they possess characteristics that are associated
24 with reducing soil conditions. The prevalent vegetation in wetlands generally
25 consists of facultative or obligate hydrophytic macrophytes that are typically
26 adapted to areas having the soil conditions described above. These species, due
27 to morphological, physiological, or reproductive adaptations, have the ability to
28 grow, reproduce, or persist in aquatic environments or anaerobic soil conditions.
29 Florida wetlands generally include, but are not limited to, swamps, marshes,
30 bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine
31 swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps,
32 and other similar areas. Florida wetlands generally do not include longleaf or
33 slash pine flatwoods with an understory dominated by saw palmetto.

34
35 **Wildlife habitat:** An area that offers feeding, roosting, breeding, nesting, and
36 refuge areas for a variety of existing and future native wildlife species.

1 **Chapter 4 Public Participation.**

2
3 **Section 4.01 Purpose.**

4 This chapter establishes procedures in accordance with ~~Section 163.3181,~~
5 Florida Statutes, to provide for the broad dissemination of information regarding
6 comprehensive plans and amendments, the planning process, the adoption or
7 amendment of the LDC, and other matters pertaining to the regulation or use of
8 land or structures. In addition, it is the intent of this chapter to provide the public
9 opportunity for written or verbal comments, processes for public hearings,
10 provision for open discussion, communications programs, information services,
11 and consideration of and response to public comments.

12
13 **Section 4.02 Intent.**

14 It is the intent of this chapter that all citizens affected by comprehensive planning
15 and land development regulation proposals are encouraged to participate and be
16 afforded the opportunity for input throughout the preparation and enactment
17 process. The provisions of this chapter apply to the formal adoption process of
18 the comprehensive plan; amendments to the comprehensive plan; and
19 preparation or amendment of the LDC, including regulation of land subdivision,
20 open space provisions, stormwater management, floodplain development,
21 environmentally sensitive areas, signage, parking, innovative land development
22 regulations, consideration of the Evaluation and Appraisal Report Review (EAR),
23 and any other matters deemed appropriate by the BCC.

24
25 **Section 4.03 Public participation and affected parties.**

26 For the purposes of this chapter the terms, *citizen participation* and *public*
27 *participation* are synonymous and apply to affected persons, substantially
28 affected persons, and aggrieved or adversely affected parties, as defined in
29 current State Statute.

30
31 **Section 4.04 Public notice.**

32 (1) So as to notify property owners, interested citizens, and affected parties,
33 Escambia County will advertise in a newspaper of general circulation within the
34 County that a public hearing will be held to consider any of the matters described
35 in Section 4.02 above. The advertisement will include an identification of who is
36 holding the hearing, as well as the date, time, place, and general subject matter
37 of the hearing and the location where copies of the proposed matter may be
38 reviewed. The advertisement will encourage the public to provide written and/or
39 verbal comments on the matters under consideration.

40
41 (2) All public hearings ~~shall~~will be held at approximately the time specified in
42 the advertisement and ~~shall~~will be conducted Monday through Thursday.

43
44 (3) Escambia County will conform to the applicable notice requirements for
45 adoption or amendment of the Comprehensive Plan or the LDC as prescribed in
46 Sections 125.66, ~~163.3184~~, and 163.3187, Florida Statutes.

1 **Section 4.05 Workshops.**

2 (1) Whenever possible, workshops ~~shall~~will be advertised to notify the public
3 and interested parties that a workshop meeting is scheduled to discuss the
4 subjects of the scheduled workshop. However, workshops may be held without
5 advertising, provided that a public announcement is made at a public meeting
6 of the BCC or the LPA and a notice of the workshop is posted in the County
7 courthouse and other public places as appropriate.

8
9 (2) Workshops may be held at any time deemed appropriate to facilitate the
10 timely exchange of information regarding the subject of the workshop.

11
12 (3) County staff ~~shall~~zz provide to the LPA the total number of citizens
13 that attended the workshop meeting at the next publicly advertised LPA
14 meeting.

15
16 **Section 4.06 Notification and status reports.**

17 Escambia County will periodically provide notification to the media via
18 announcements of public hearings and workshops at the regular public meetings
19 of the BCC regarding the status of the matters under consideration by the
20 department or the LPA.

21
22 **Section 4.07 Local Planning Agency.**

23 Prior to BCC approval, adoption, and/or enactment of regulations, as
24 appropriate, of any matter listed in Section 4.02, the LPA ~~shall~~will hold at least
25 one public hearing in conformance with the notice requirements described
26 herein. The hearing may be continued to an announced time certain upon a
27 majority vote of the members present.

28
29 (1) The LPA public hearing ~~shall~~will afford members of the public
30 reasonable opportunity to present their views on any matter under
31 consideration. The chairman may, at his discretion, rule out-of-order public
32 comments that he deems repetitious or not germane to the matter under
33 discussion.

34
35 (2) The sequence of activities regarding the matters under consideration ~~shall~~
36 will be as follows:

- 37
38 a. Announcement of the matter for consideration by the chairman;
39 b. Presentation of staff reports/comments, if any, whether written or
40 verbal;
41 c. Presentation by the applicant or principle proponent of the matter;
42 d. Comments from the proponents and opponents of the matter. All
43 speakers will be required to complete speaker request forms so that an
44 accurate record of participants can be maintained;
45 e. Close public input, except for direct questions, as may be initiated by
46 the members of the LPA; and
47 f. LPA discussion, debate, and recommendation by majority vote prior

1 to considering the next matter, adjournment, or tabling for a time
2 certain.

3 (3) The LPA ~~shall~~will transmit its recommendation on each matter decided
4 to the BCC at the public hearing held for each matter by the BCC.

5
6 (4) The LPA ~~shall~~will not initiate consideration of agenda items later than 12:00
7 midnight, unless agreement to do so is obtained by a majority vote of the
8 members present. Agenda items not considered due to time will be tabled until a
9 time certain.

10
11 **Section 4.08 Board of County Commissioners.**

12 As soon as practical after the LPA makes a recommendation regarding any
13 matter described in Section 4.02, the BCC ~~shall~~will hold at least one public
14 hearing to consider the recommendation and pursuant to the notice
15 requirements described herein (in reference to Section 4.04). The hearing may
16 be continued at an announced time certain upon a majority vote of the
17 commissioners present.

18
19 (1) The BCC hearing ~~shall~~will afford members of the public reasonable
20 opportunity to present their views on any matter under consideration. The
21 chairman may, at his/her discretion, rule out of order public comments he
22 deems repetitious or not germane to the matter under discussion.

23
24 (2) The sequence of activities regarding matters under consideration ~~shall~~will
25 be as follows:

- 26
27 a. Announcement of the matter for consideration by the chairman;
28 b. Presentation of LPA and/or staff reports/comments, if any, whether
29 written or verbal;
30 c. Presentation by the applicant or principal proponent of the matter;
31 d. Comments from the proponents and opponents of the matter. All
32 speakers will be required to complete speaker request forms so that
33 an accurate record of participants can be maintained;
34 e. Close public input, except for direct questions as may be initiated
35 by members of the BCC;
36 f. BCC discussion, debate and approval, adoption or enactment, as
37 appropriate for the specific matter, by majority vote prior to considering
38 the next matter, adjournment, or tabling until a time certain; and
39 g. The BCC ~~shall~~will not initiate agenda items later than 11:00 p.m.,
40 unless agreement to do so is obtained by majority vote of the members
41 present. Agenda items not considered due to time will be tabled until a
42 time certain.

43
44 **Section 4.09 Advisory committees.**

45 The LPA and/or the BCC may, from time to time, appoint advisory committees to
46 provide information and/or participate in the matters listed in Section 4.02.
47 Advisory committees ~~shall~~will be subject to the notice requirements described

1 herein.

1 **Chapter 5 General Requirements.**

2
3 **Section 5.01 Format.**

4 The Comprehensive Plan meets the format requirements of ~~Section 163.3177,~~
5 Florida Statutes.

6
7 **Section 5.02 Combined elements.**

8 The traffic circulation element; the mass transit element; and the port, aviation,
9 and related facilities' elements have been combined into the Mobility Element to
10 avoid repetition and provide clarity. The requirements of ~~Sections 163.3177 and~~
11 ~~163.3178,~~ Florida Statutes have been met within this combined element.

12
13 **Section 5.03 Support documents.**

14 Support data, analysis, and documents are not adopted as part of this ordinance.
15 Support data, analysis, and documents will be available for public inspection
16 while the comprehensive plan is being considered for adoption and while it is in
17 effect at the offices of the Escambia County Planning Division and at the office of
18 the County Clerk in the County Courthouse in Pensacola. Support data, analysis,
19 and other documentation are found in the foundation documents.

20
21 This Plan contains references to various chapters, appendices, or contents of
22 the foundation documents. The references are included for clarity and ease of
23 review by the reader. The reference is not to be construed as making the
24 foundation document or causing the foundation document contents to be made
25 part of the Plan plan.

26
27 ~~**Section 5.04 Preparation date.**~~

28 ~~The preparation of this Plan started in 1987 and has continued through~~
29 ~~December 2010 with public hearings and workshops. This ordinance is being~~
30 ~~transmitted to the Florida Department of Economic Opportunity (FDEO) for~~
31 ~~compliance review after a final public hearing.~~

32
33 ~~**Section 5.054 Name of preparer.**~~

34 ~~This Plan was prepared by the LPA and the Escambia County Staff. Professional~~
35 ~~and technical assistance and production of this ordinance (plan) and the~~
36 ~~foundation documents have been provided by MSCW, Inc. Support information in~~
37 ~~the foundation documents have been taken from the data and analysis used to~~
38 ~~support the 2007 Evaluation and Appraisal Report (EAR) and supplemented,~~
39 ~~revised or replaced with information gathered, collected, analyzed or generated~~
40 ~~by MSCW, Inc. and County staff.~~

41
42 ~~**Section 5.065 Data and analysis.**~~

43 ~~Copies or summaries of foundation and support data, analysis and adopted~~
44 ~~documents ~~shall~~ will be submitted to FDEO after approval by the BCC.~~

45
46 ~~**Section 5.076 Population projections.**~~

47 ~~This ordinance is based upon permanent and seasonal population estimates and~~

1 projections, which must either be those provided by the University of Florida's
2 Bureau of Economic and Business Research or generated by the local
3 government based upon a professionally acceptable methodology. ~~the Bureau of~~
4 ~~Economic and Business Research (BEBR), University of Florida, Mid-Range~~
5 ~~Projections. The population projections are included within the foundation~~
6 ~~documents supporting this plan. Population projections will be updated annually~~
7 ~~with the most current projections available.~~

8
9 **Section 5.087 Level of service standards.**

10 Level of service (LOS) standards are as established in the elements contained
11 within this ordinance comprehensive plan for roads, mass transit, wastewater,
12 solid waste, stormwater and potable water, ~~public schools and recreation.~~ The
13 Concurrency Management Element provides a location listing for LOS standards
14 with the exception of roads, mass transit, public school, and recreation.

15
16 **Section 5.098 Planning time frame as per Florida Statutes requirements**

17 The time frame for planning will be as per Florida Statute. ~~used in this~~
18 ~~ordinance is through the year 2030 with a five year time frame for the capital~~
19 ~~improvements element starting with the County budget year beginning October~~
20 ~~1, 2009.~~

21
22 **Section 5.1009 Internal consistency.**

23 Each chapter (element) is consistent with the other chapters and this Plan ~~shall~~
24 will be construed in its entirety as the County's Comprehensive Plan. The FLUM
25 included and adopted as part of this Plan reflects goals, objectives, and policies
26 contained within this Plan.

27
28 ~~The goals, objectives and policies of this ordinance are based on data contained~~
29 ~~within the foundation documents. Where data is relevant to several elements, the~~
30 ~~same data has been used to support said elements.~~

31
32 **Section 5.1110 Plan implementation.**

33 Among other means, this Plan ~~shall~~ will be implemented by the adoption of land
34 development regulations. In addition to the requirements in ~~Section 163.3202,~~
35 ~~Florida Statutes,~~ the LDC ~~shall~~ will address regulations of specific items
36 contained in the goals, objectives, and policies of this Plan.

37
38 **Section 5.1211 Monitoring and evaluation as per Florida Statutes**
39 **requirements.**

40 An EAR ~~shall~~ will be prepared as indicated in the Florida Statutes at the time
41 frame specified. ~~at the end of each five-year time frame for the purpose of~~
42 ~~evaluating and appraising the implementation of this comprehensive plan. The~~
43 ~~EAR shall address items contained in Section 163.3191, Florida Statutes. In~~
44 ~~addition, continuous monitoring shall be maintained by the concurrency~~
45 ~~management system~~ The Capital Improvements Element and various portions of
46 this Plan ~~shall~~ will be reviewed on an annual basis pursuant to OBJ CIE 1.4.
47

1 The EAR Steering Committee appointed pursuant to Policy CIE 1.1.1 shall
2 prepare a draft EAR for consideration by the LPA consistent with the time frames
3 established by rule for submission of the EAR. The LPA shall will promulgate its
4 report review EAR to the BCC, and the report shall will address the items
5 specified in the EAR policy.;

- 6
- 7 a. Citizen participation in the process;
- 8 b. Updating appropriate base line data;
- 9 c. The extent to which objectives within the plan have been accomplished
- 10 (or not accomplished) in the first five-year period of the plan;
- 11 d. The expectations for accomplishing the objectives in the second five-
- 12 year period covered by the plan;
- 13 e. Accomplishments in the first five-year period;
- 14 f. Identification of problems and opportunities for achieving the desired
- 15 ends as expressed within the goals, objectives and policies of the plan;
- 16 g. Recommendations regarding any new goals, objectives or policies or
- 17 modifications to existing goals, objectives and policies to correct
- 18 unanticipated problems;
- 19 h. A detailed analysis of the effectiveness of the continuous monitoring
- 20 and evaluation of the plan pursuant to the Concurrency Management
- 21 Element; and
- 22 i. Any other matters deemed relevant or appropriate by the committee, the
- 23 LPA or the BCC.

24
25 **Section 5.4312 Procedural requirements.**

26 This Plan shall will be considered, adopted, and amended pursuant to the
27 procedural requirements of Sections 163.3161--163.3215, Florida Statutes. Refer
28 to Chapter 4, the Public Participation chapter for notices and public hearings.

29
30 Any applicant requesting an amendment to this ordinance may be responsible for
31 and pay all costs associated with the amendment including required Evaluation
32 and Appraisal Reports

1 **Chapter 6 Concurrency Management.**
2

3 The purpose of the Concurrency Management System Element is to ensure that all
4 necessary public facilities and services are available to support new development.
5 The Concurrency Management System Element must establish LOS standards for
6 public services and facilities and delineate a system for the implementation of
7 concurrency in a way that is timely, fair, and cost-efficient.
8

9 **GOAL CMS 1 CONCURRENCY MANAGEMENT SYSTEM**
10

11 **Escambia County shall will adopt a Concurrency Management System to**
12 **ensure that facilities and services needed to support development are available**
13 **concurrent with the impacts of such development. The Concurrency**
14 **Management System will be determined by the provisions of the LDC.**
15

16 ~~**OBJ CMS 1.1 Level of Service Standards**~~
17

18 ~~**Ensure that Escambia County's adopted Level of Service (LOS) standards for**~~
19 ~~**roadways, mass transit, potable water, wastewater, solid waste, stormwater,**~~
20 ~~**public schools and recreation will be maintained.**~~
21

22 **POLICIES**
23

24 ~~**CMS 1.1.1 Oversight.**~~ The Escambia County planning staff shall be responsible for
25 ensuring compliance with the Concurrency Management System and shall report on
26 such compliance to the Local Planning Agency (LPA) and Board of County
27 Commissioners (BCC) on an annual basis, in accordance with the Capital
28 Improvements Element.
29

30 ~~**CMS 1.1.2 Primary Tasks.**~~ The County Administrator, or designee, shall be
31 responsible for the five primary tasks described below:
32

- 33 a. ~~Maintaining an inventory of existing public facilities and capacities or~~
34 ~~deficiencies;~~
- 35 b. ~~Determining concurrency of proposed development that does not~~
36 ~~require BCC approval;~~
- 37 c. ~~Providing advisory concurrency assessments and recommending~~
38 ~~conditions of approval to the BCC for those applications for development~~
39 ~~orders that require BCC approval;~~
- 40 d. ~~Reporting the status of all public facilities covered under this system to the~~
41 ~~BCC and recommending a schedule of improvements for those public facilities~~
42 ~~found to have existing deficiencies; and~~
- 43 e. ~~Administering the Proportionate Fair Share Program as outlined in the Land~~
44 ~~Development Code (LDC) and the Escambia County Concurrency~~
45 ~~Management System Procedure Manual, if the County CMS-1 and an~~
46 ~~applicant choose to utilize this program to mitigate transportation impacts on~~

1 transportation facilities found to have deficient capacity during the process of
2 testing for concurrency.

3
4 ~~CMS 1.1.3 Information and Data.~~ Escambia County will collect and make available
5 to the public information regarding various public facilities. The information shall be
6 updated on an annual basis consistent with the reports required by the Capital
7 Improvements Element. The information will contain data such as:

- 8
9 a. ~~design capacity for roadways and roadway types;~~
10 b. ~~existing and adopted LOS for all roadways;~~
11 c. ~~programmed roadway system improvements in the current year by the~~
12 ~~County and improvements to be made to the roadway system by the~~
13 ~~private sector;~~
14 d. ~~design capacity of potable water and wastewater facilities and the~~
15 ~~identification of any deficiencies within such systems;~~
16 e. ~~the existing and adopted LOS standards for water and wastewater~~
17 ~~systems;~~
18 f. ~~programmed potable water and wastewater facility improvements;~~
19 g. ~~design capacity for solid waste facilities including transfer stations and~~
20 ~~landfills;~~
21 h. ~~existing and proposed LOS standards for stormwater management~~
22 ~~systems;~~
23 i. ~~existing and proposed provisions of recreation and open space~~
24 ~~facilities by the County or the private sector; and~~
25 j. ~~the School Board Educational Facilities Report which contains information~~
26 ~~detailing existing facilities, their locations, and projected needs. The report~~
27 ~~also contains the School Board's financially feasible Five-Year District~~
28 ~~Facilities Work Program.~~

29 **~~OBJ CMS 1.2 Coordination and Timing of Concurrency Determination~~**

30 **~~Coordinate establishing LOS standards for the above-named facilities with~~**
31 **~~state, regional or local entities having operational and maintenance~~**
32 **~~responsibility for such facilities.~~**

33
34 **POLICIES**

35
36 ~~CMS 1.2.1 Concurrency Determination.~~ The test for concurrency shall be met and
37 the determination of concurrency shall be made prior to the approval of an
38 application for a development order or permit that contains a specific plan for
39 development, including the densities and intensities of the proposed development. If
40 an applicant fails concurrency, he/she may apply to satisfy the requirements of the
41 concurrency management system through the proportionate fair share program. For
42 applicants participating in the proportionate fair share program, the BCC must
43 approve a proportionate fair share agreement before a certificate of concurrency can
44 be issued. A multi-use Development of Regional Impact (DRI) may satisfy the

1 ~~transportation concurrency requirements of the concurrency management system~~
2 ~~and of Section 380.06, Florida Statutes, by payment of a proportionate share~~
3 ~~contribution in accordance with the terms of Section 163.3180(12), Florida Statutes.~~

4
5 ~~**CMS 1.2.2 Allocation of Capacity.** Capacity shall be allocated upon issuance of a~~
6 ~~development order for a preliminary plat, site plan, or Planned Unit Development~~
7 ~~(PUD); or phased or longer term project; or DRI. The allocation of capacity, however,~~
8 ~~shall be subject to the following sunset provisions:~~

9
10 ~~a. Capacity approved and assigned to a preliminary plat and construction plan~~
11 ~~will remain allocated for a period of two years from the date of issuance of the~~
12 ~~development order or as extended by the BCC.~~

13 ~~b. Capacity approved and assigned to a site plan shall remain allocated for a~~
14 ~~period of 18 months from the date of the issuance of the development order~~
15 ~~or as extended by the BCC.~~

16 ~~c. Capacity approved and assigned to longer term projects or DRI will~~
17 ~~remain allocated for a period as established in an enforceable~~
18 ~~development agreement.~~

19 ~~d. Capacity approved and assigned to a development order subject to the~~
20 ~~condition that the applicant will satisfy all transportation concurrency~~
21 ~~requirements through a proportionate fair share agreement shall~~
22 ~~remain allocated for a period of 12 months from the date of the~~
23 ~~conditional development order. The applicant will be required to adhere~~
24 ~~to the timeframes detailed in the concurrency management provisions of~~
25 ~~the LDC or the conditional development order will be considered null and~~
26 ~~void and the capacity will be revoked. Once the~~
27 ~~proportionate fair share agreement is approved, the allocation of capacity will~~
28 ~~be subject to the applicable conditions of items (a) through (c)~~
29 ~~above.~~

30 31 ~~**OBJ CMS 1.3 Standards**~~

32
33 ~~**Establish concurrency management system requirements and LOS standards.**~~

34 35 ~~**POLICIES**~~

36
37 ~~**CMS 1.3.1 Consistency with Comprehensive Plan.** No development activity may~~
38 ~~be approved unless it is found that the development is consistent with the Escambia~~
39 ~~County Comprehensive Plan and that the provision of the facilities enumerated in~~
40 ~~CMS 1.2.2 will be available at prescribed LOS concurrent with the impact of the~~
41 ~~development on those facilities.~~

42 ~~**CMS 1.3.2 Minimum Requirements.** At a minimum, the Concurrency Management~~
43 ~~System shall ensure that at least one of the following standards will be met prior to~~
44 ~~issuance of a development permit or order:~~

45
46 ~~a. The necessary facilities and services are in place at the time a~~

- 1 development permit is issued; or
- 2 ~~b. A development permit is issued subject to the condition that the~~
- 3 ~~necessary facilities and services will be in place and available to serve the~~
- 4 ~~new development at the time of the issuance of a certificate of occupancy;~~
- 5 ~~or~~
- 6 ~~c. The necessary facilities are under construction at the time a permit is~~
- 7 ~~issued. This provision only relates to parks and recreation facilities and~~
- 8 ~~roads; or~~
- 9 ~~d. The necessary facilities and services are the subject of a binding executed~~
- 10 ~~contract for the construction of the facilities or the provision of services at the~~
- 11 ~~time the development permit is issued. This provision only relates to parks and~~
- 12 ~~recreation facilities. The LDC will include a requirement that the provision or~~
- 13 ~~construction of the facility or service must commence within one year of the~~
- 14 ~~issuance of the development order or permit; or~~
- 15 ~~e. The necessary facilities and services are guaranteed in an enforceable~~
- 16 ~~development agreement. An enforceable development agreement may include,~~
- 17 ~~but is not limited to, development agreements pursuant to Section 163.3220,~~
- 18 ~~Florida Statutes, or an agreement or development order issued pursuant to~~
- 19 ~~—Chapter 380, Florida Statutes. For transportation facilities, all in-kind~~
- 20 ~~improvements detailed in a proportionate fair share agreement must be~~
- 21 ~~completed in compliance with the requirements of the LDC. For potable water,~~
- 22 ~~wastewater, solid waste, stormwater and public school facilities, any such~~
- 23 ~~agreement will guarantee the necessary facilities and services to be in place~~
- 24 ~~and available to serve the new development at the time of the issuance of a~~
- 25 ~~certificate of occupancy; or~~
- 26 ~~f. The necessary facilities needed to serve new developments are included in~~
- 27 ~~the first three years of the applicable Five-Year Florida Department of~~
- 28 ~~Transportation (FDOT) Work Program or in place or under actual construction no~~
- 29 ~~more than three years after the issuance, by the County, of a development~~
- 30 ~~order or permit. This provision only relates to roads. The Five-Year FDOT Work~~
- 31 ~~Program is attached herein to this ordinance as Exhibit A.~~
- 32 ~~g. The necessary concurrency standards for public school facilities shall be~~
- 33 ~~consistent with Chapter 16, Public School Facilities Element.~~

34

35 ~~**CMS 1.3.3 LOS During Construction.** The provisions of CMS 1.3.2 above~~

36 ~~notwithstanding, the prescribed LOS for any system or systems may be downgraded~~

37 ~~during construction of new facilities if, upon completion of the new facilities, the~~

38 ~~prescribed LOS will be met and maintained.~~

39 ~~**CMS 1.3.4 LOS Standards.** The adopted LOS standards in this ordinance are as~~

40 ~~indicated in the following policies:~~

LOS	Policy
Roads	MOB 1.1.2
Mass Transit	MOB 2.2.3
Wastewater	INF 1.1.9

Solid Waste	INF 2.1.4
Stormwater Management	INF 3.1.9
Potable Water	INF 4.1.7
Recreation/Open Space	REC 1.3.6
Public Schools	PSF 2.1.2

~~CMS 1.3.5 Phased construction.~~ The construction of any development project may be phased or staged so as to coincide with the phased or staged construction of infrastructure facilities so that the LOS for such facilities are maintained upon completion of each phase or stage of the development project.

~~OBJ CMS 1.4 Methods~~

~~Establish the quantitative methods for determining LOS compliance and maintaining LOS standards.~~

POLICIES

~~CMS 1.4.1 Responsibility.~~ The LDC shall designate responsibility within the Escambia County government for determining prior to the issuance of a development order or building permit whether LOS standards are met and will be maintained. The LDC may place the burden of demonstrating compliance upon the developer or applicant. To be approved, applications for development approval shall provide sufficient information showing compliance with LOS standards.

~~CMS 1.4.2 Quantitative Methods.~~ The LDC shall include quantitative methods for determining LOS that may be impacted by any particular development application. In addition, the LDC will fully describe the process for a finding of compliance with LOS.

~~CMS 1.4.3 Impact Calculation.~~ The LDC shall include standardized quantitative methods to be used in determining the impact of any proposed development upon the public facilities and services within the County (roads, stormwater, potable water, wastewater, solid waste, recreation and open space, and public schools).

~~Applications for development approval shall include the projected impact upon public facilities and services upon occupancy or use of the proposed development. Any deviation from the standardized methods within the LDC must have the prior approval of the BCC before such data may be used for determining or projecting impacts of the proposed development.~~

~~CMS 1.4.4 Exemption to concurrency requirement.~~ For the purpose of issuing a development order or permit, a proposed development may be deemed to have a de minimis impact and may not be subject to the concurrency requirements only if all of the conditions specified in Section 163.3180(6), Florida Statutes, are met.

1 **Chapter 7 Future Land Use Element.**

2
3 The purpose and intent of the Future Land Use Element is to establish future land
4 patterns that support and encourage compact, mixed-use urban development and
5 support transit. ~~reduce vehicle miles traveled and reduce greenhouse gases.~~ The
6 Future Land Use Element ~~shall~~will also provide a clear separation between urban,
7 suburban, and rural areas and provide protection for existing agricultural areas.

8
9 **GOAL FLU 1 FUTURE DEVELOPMENT PATTERN**

10
11 **Escambia County ~~shall~~will implement a planning framework that defines,**
12 **supports and facilitates the desired future development pattern in Escambia**
13 **County while protecting and preserving natural and historic resources.**

14
15 **OBJ FLU 1.1 Growth Strategies**

16
17 **Apply accepted planning principles and utilize innovative and flexible**
18 **planning strategies to achieve orderly and balanced growth and**
19 **development.**

20
21 **POLICIES**

22
23 **FLU 1.1.1 Development Consistency.** New development and redevelopment in
24 unincorporated Escambia County ~~shall~~will be consistent with the Plan and the
25 FLUM. The 2030 FLUM is attached herein to this Plan as Exhibit B.

26
27 **FLU 1.1.2 Land Development Code.** Escambia County ~~shall~~will adopt and
28 maintain within the LDC those specific and detailed provisions necessary and
29 desirable to implement the goals, objectives, and policies of the Plan. The
30 provisions ~~shall~~will include regulations for the use of land and water, subdivision of
31 land, flood-prone areas, on-site vehicular use, stormwater drainage, signage, and
32 concurrency of infrastructure and services. LDC regulations ~~shall~~will also provide
33 for open space; the compatibility of adjacent uses; the correction of nonconforming
34 uses and structures; and the protection of potable water sources, environmentally
35 sensitive lands, and other natural resources. Additionally, the LDC ~~shall~~will
36 document the administrative processes necessary to implement its regulations,
37 including development approval and permitting, rezoning, appeal of administrative
38 decisions, variances of or exceptions to standards, and public notification of those
39 processes. Other policies within the Comprehensive Plan may prescribe more
40 specific LDC content.

41
42 **FLU 1.1.3 Principles and Methodologies.** Escambia County ~~shall~~will ensure that
43 all future development is consistent with accepted planning principles and
44 professionally accepted methodologies.

45
46 **FLU 1.1.4 Zoning Districts.** Escambia County ~~shall~~will, through LDC provisions,
47 utilize various zoning districts to implement land use, density, intensity, and other

1 development standards consistent with accepted planning principles and the
2 designated future land use categories of the Comprehensive Plan and FLUM.
3 Within a given future land use category, there ~~shall~~ will be one or more
4 implementing zoning districts, and the development standards for each parcel ~~shall~~
5 will be those of the applicable zoning district. Additionally, the County ~~shall~~ will
6 adopt and maintain parcel-based zoning district maps, and the LDC ~~shall~~ will
7 contain provisions for map amendments (rezoning), including the minimum criteria
8 necessary for approval of an amendment.

9
10 ~~FLU 1.1.5 **Density Clustering:** The LDC shall include provisions for density~~
11 ~~clustering outside of the site areas intended for preservation and within the site~~
12 ~~areas intended for development.~~

13
14 ~~FLU 1.1.6 **Subdivision Regulations.** Escambia County shall, through LDC~~
15 ~~provisions, apply uniform subdivision regulations, including requirements to~~
16 ~~provide paved roads and stormwater management.~~

17
18 ~~FLU 1.1.7 **Performance-oriented Controls.** The LDC shall include performance-~~
19 ~~oriented land development controls. These are intended to protect and preserve~~
20 ~~important natural resources; provide incentives for design improvements to existing~~
21 ~~subdivisions and neighborhoods and encourage better design for newly proposed~~
22 ~~subdivisions or neighborhoods; provide incentives for minimizing adverse impacts~~
23 ~~on adjacent lands or uses; and encourage a mix of housing types.~~

24
25 ~~FLU 1.1.8 **Planned Unit Development.** Escambia County shall, through LDC~~
26 ~~provisions, promote and encourage the use of the Planned Unit Development~~
27 ~~(PUD) process that will allow expansion of uses, increased site specific densities,~~
28 ~~clustering, or other incentives to achieve innovative land use design superior to that~~
29 ~~produced by the strict application of standard development regulations. Generally,~~
30 ~~the PUD process shall be limited to a development that is planned, developed, and~~
31 ~~considered as a single project. The LDC shall establish minimum PUD design~~
32 ~~criteria, including minimum site area and open space.~~

33
34 ~~FLU 1.1.9 **Buffering.** In the LDC, Escambia County shall ensure the compatibility~~
35 ~~of adjacent land uses by requiring buffers designed to protect lower intensity uses~~
36 ~~from more intensive uses, such as residential from commercial. Buffers shall also~~
37 ~~be used to protect agricultural activities from the disruptive impacts of~~
38 ~~nonagricultural land uses and protect nonagricultural uses from normal agricultural~~
39 ~~activities.~~

40 ~~FLU 1.1.10 **Locational Criteria.** The LDC shall include locational criteria for broad~~
41 ~~categories of proposed non-residential land uses. The site criteria for such uses~~
42 ~~shall address the transportation classification of, and access to, adjoining streets,~~
43 ~~the proximity of street intersections and large daily trip generators (i.e. college or~~
44 ~~university), the surrounding land uses, the ability of a site to accommodate the~~
45 ~~proposed use while adequately protecting adjoining uses and resources, and other~~
46 ~~criteria that may be appropriate to those categories of uses.~~

1 ~~FLU 1.1.11 **Public Schools.** Escambia County shall coordinate with the Escambia~~
2 ~~County School Board to plan the siting and development of public schools,~~
3 ~~consistent with the Intergovernmental Coordination and Public Schools Facilities~~
4 ~~Elements. Schools shall be collocated with parks or other civic uses such as public~~
5 ~~libraries where possible, to promote joint use of facilities and encourage compact~~
6 ~~land use patterns. Schools shall be located in close proximity to residential areas~~
7 ~~and accessible by various modes of transportation.~~

8
9 ~~FLU 1.1.512 **Family Conveyance Exception.** Escambia County shall~~will, through
10 ~~LDC provisions, continue to allow property owners to convey parcels of property to~~
11 ~~a family member as determined by the LDC for use solely as a homestead by that~~
12 ~~individual without regard to maximum residential densities established in the~~
13 ~~applicable zoning districts. However, the LDC may impose other limitations. The~~
14 ~~family conveyance provision shall~~will apply only once to any individual.

15
16 ~~FLU 1.1.613 **Administrative Appeal Procedure.** Consolidation of future land use~~
17 ~~categories and zoning districts on the 2030 FLUM and associated Zoning Map is~~
18 ~~intended to simplify administration while respecting private property rights. Any~~
19 ~~property owner contending that a parcel of land had greater development rights~~
20 ~~under the future land use and zoning in place prior to the adoption of the 2030~~
21 ~~FLUM and associated Zoning Map may submit a written request to the County for~~
22 ~~a determination under the vested rights provisions of the LDC.~~

23 24 **OBJ FLU 1.2 Historic Resources**

25
26 **Protect and preserve Escambia County's historical resources.**

27 **POLICIES**

28 ~~FLU 1.2.1 **State Assistance.** Escambia County shall~~will utilize all available
29 ~~resources of the Florida Department of State, Division of Historical Resources in~~
30 ~~the identification of archeological and/or historic sites or structures within the~~
31 ~~County, and The County will utilize guidance, direction, and technical assistance~~
32 ~~received from this agency. to develop provisions and regulations for the~~
33 ~~preservation and protection of such sites and structures. In addition, the County will~~
34 ~~utilize assistance from this agency together with other sources, such as University~~
35 ~~of West Florida, in identifying newly discovered historic or archaeological~~
36 ~~resources. The identification will include an analysis to determine the significance of~~
37 ~~the resource.~~

38
39 ~~FLU 1.2.2 **LDC Provisions.** Escambia County shall include provisions in the LDC~~
40 ~~that require identification and preservation of significant archeological and/or historic~~
41 ~~sites or structures within the County. The provisions will include protection for all~~
42 ~~sites listed on the Florida Master Site File and will be developed in cooperation with~~
43 ~~the Department of State, Division of Historical Resources. The provisions also will~~
44 ~~include requirements that provide for the cessation of land disturbing activities any~~
45 ~~time artifacts with potential historical significance are revealed during construction~~

activities on any site with potential historical significance. The purpose of the cessation is to allow time to determine the significance of any artifact or historical evidence found on the site. Normally, determinations will be made by those approved to make such determinations by the Division of Historical Resources.

~~FLU 1.2.3 Density Clustering. Escambia County shall include density clustering provisions in the LDC to protect significant historical or archaeological sites. The density clustering provisions will allow for historical or archaeological areas within a larger site to remain intact and an appropriate proportion of the density that may otherwise have been permitted within those areas to be clustered on a non-sensitive portion of the site.~~

OBJ FLU 1.3 Future Land Use Map Designations

Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.

POLICIES

FLU 1.3.1 Future Land Use Categories. General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in Table 1.

FLUM Designation	General Descriptions	Range of Allowable Uses	Standards
Agriculture (AG)	Intended for routine agricultural and silvicultural related activities and very low density residential uses. Also allows for commercial activity limited to those endeavors ancillary to agricultural and silvicultural pursuits or in support of agricultural activities such as seed, feed and food outlets, farm equipment and repair and veterinary services.	<ul style="list-style-type: none"> • Agriculture • Silviculture • Residential • Recreational • Public and Civic • Limited Ancillary or Supportive • Commercial 	<p>Residential Minimum Density: None</p> <p>Maximum Density: 1 du/20 acres</p> <p>Non-Residential Minimum Intensity: None</p> <p>Maximum Intensity: 0.25 Floor Area Ratio (FAR)</p>

FLUM Designation	General Descriptions	Range of Allowable Uses	Standards
Rural Community (RC)	Intended to recognize existing residential development and neighborhood serving nonresidential activity through a compact development pattern that serves the rural and agricultural areas of Escambia County.	<ul style="list-style-type: none"> • Agriculture • Silviculture • Residential • Recreational Facilities • Public and Civic • Compact, traditional neighborhood supportive commercial 	<p>Residential Minimum Density: None</p> <p>Maximum Density: 2 du/acre</p> <p>Non-Residential Minimum Intensity: None</p> <p>Maximum Intensity: 0.25 Floor Area Ratio (FAR)</p>
Mixed-Use Suburban (MU-S)	Intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses.	<ul style="list-style-type: none"> • Residential • Retail and Services • Professional Office • Recreational Facilities • Public and Civic 	<p>Residential Minimum Density: 2 du/acre</p> <p>Maximum Density: 10 du/acre</p> <p>Non-Residential Minimum Intensity: None</p> <p>Maximum Intensity: 1.0 Floor Area Ratio (FAR)</p> <p>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:</p> <p>a) Residential – 8% to 25%</p>

FLUM Designation	General Descriptions	Range of Allowable Uses	Standards
			<p>b) Public/Rec/Inst. – 5% to 20%</p> <p>c) Non-Residential: Retail/Service – 30% to 50%</p> <p>Office – 25% to 50%</p> <p>In areas beyond a ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:</p> <p>a) Residential – 70% to 85%</p> <p>b) Public/Rec/Inst. – 10% to 25%</p> <p>c) Non-Residential – 5% to 10%</p>
<p>Mixed-Use Urban (MU-U)</p>	<p>Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.</p>	<ul style="list-style-type: none"> • Residential • Retail and Services • Professional Office • Light Industrial • Recreational Facilities • Public and Civic 	<p>Residential Minimum Density: 3.5 du/acre</p> <p>Maximum Density: 25 du/acre</p> <p>Non-Residential Minimum Intensity: 0.25 Floor Area Ratio (FAR)</p> <p>Maximum Intensity: 2.0 Floor Area Ratio (FAR)</p> <p>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:</p> <p>a) Residential – 8% to 25%</p>

FLUM Designation	General Descriptions	Range of Allowable Uses	Standards
			<p>b) Public/Rec/Inst. – 5% to 20%</p> <p>c) Non-Residential: Retail/Service – 30% to 50%</p> <p>Office – 25% to 50%</p> <p>Light Industrial – 5% to 10%</p> <p>In areas beyond a ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:</p> <p>a) Residential – 70% to 85%</p> <p>b) Public/Rec/Inst. – 10% to 25%</p> <p>c) Non-Residential – 5% to 10%</p>
<p>Mixed-Use Perdido Key (MU-PK)</p>	<p>Intended for a complementary mix of residential, commercial and tourism (resort) related uses.</p> <p>Residential development in the MU-PK FLUM category shall be limited to 7,150 dwelling units and 1,000 lodging units.</p>	<p>Single family and multi-family residential; condominiums; hotels/motels, commercial, active and passive recreational facilities, plazas and other civic uses; public and quasi-public facilities (including government facilities, public utilities, religious facilities and organizations).</p>	<p>Maximum Density: 25 du/acre (based on proposed zoning districts)</p>

FLUM Designation	General Descriptions	Range of Allowable Uses	Standards
Mixed-Use Perdido Key (MU-PK)		<p>In the low and medium density residential zoning districts the non-residential uses may include churches, public utilities and facilities, parks and recreation areas, golf courses, tennis courts, swimming pools, etc. In the medium density residential zoning districts, non-residential uses may also include kindergarten and childcare centers and professional offices (architects, engineers, lawyers, consultants, medical/dental, real estate, insurance, etc.)</p> <p>The uses allowed in the commercial district include a full range of commercial enterprise activities and are contingent upon conformity of such uses with all requirements of this Plan and the Perdido Key zoning regulations, thereby assuring that such commercial development is undertaken in an environmentally sensitive manner. When using density transfers, densities may not be transferred to parcels south of Perdido Key Drive.</p>	<p>Maximum Intensity: 6.0 Floor Area Ratio (FAR)</p> <p>Minimum pervious area 20%</p> <p>Maximum impervious cover area 80%</p>
Mixed-Use Pensacola Beach (MU-PB)	Intended for a complementary mix of uses on the developable lands at Pensacola Beach and is designed to accommodate and encourage innovative land development types and arrangements.	The location and distribution of uses shall generally follow the distribution of uses included in the 1988 Pensacola Beach Land Utilization Plan, which is included in Chapter 1 of the Foundation Document and Chapter 85-409, Laws of Florida	<p>Mix of uses shall be approx. 35% residential, 15% commercial/tourism (resort) and 50% open space/recreation.</p> <p>Also, densities may be increased, decreased</p>

FLUM Designation	General Descriptions	Range of Allowable Uses	Standards
Mixed-Use Pensacola Beach (MU-PB)	Residential development in the MU-PB FLUM category shall be limited to 4,128 dwelling units and 726 lodging units.	Other allowable uses include public utilities and facilities, religious and educational facilities and medical facilities. Note: Laws of Florida, Chapter 85-409, prohibits residential or commercial development of a specified parcel within this category. Further, provisions within the Land Utilization Plan provide that environmental studies be completed prior to approving any development or use of the specified parcel.	<p>or transferred on any particular parcel to provide protection to important natural resources, accommodate the provision of adequate and functional open space and the provision of a complimentary mix of recreation uses within the Pensacola Beach Community.</p> <p>Site specific densities and uses will be further defined by the lease agreements for individual parcels, the 1985 Bond Validation Compromise and Settlement, and Special Acts of the legislature regarding land use, ownership and development on Pensacola Beach. However, development thresholds established by this Policy shall not be exceeded unless this Comprehensive Plan has been amended and such amendment provides for increased development thresholds.</p>
Commercial (C)	Intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development.	<ul style="list-style-type: none"> • Residential • Retail and Services • Professional Office • Light Industrial • Recreational Facilities • Public and Civic 	<p>Residential Minimum Density: None</p> <p>Maximum Density: 25 du/acre</p> <p>Non-Residential Minimum Intensity: None</p> <p>Maximum Intensity: 1.0 Floor Area Ratio (FAR)</p>

FLUM Designation	General Descriptions	Range of Allowable Uses	Standards
Industrial (I)	Intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents.	<ul style="list-style-type: none"> • Light to Intensive Industrial • Ancillary Retail and Office • No new residential development is allowed 	<p>Residential Minimum Density: None</p> <p>Maximum Density: None</p> <p>Non-Residential Minimum Intensity: None</p> <p>Maximum Intensity: 1.0 Floor Area Ratio (FAR)</p>
Conservation (CON)	Intended for the conservation of important natural resources, such as wetlands, marshes and significant wildlife habitats. This may include passive recreational opportunities for citizens of and visitors to the County.	<ul style="list-style-type: none"> • Passive parks and trails • Preservation lands • Educational uses that use natural amenities for public benefit • No new residential development is allowed 	<p>Residential Minimum Density: None</p> <p>Maximum Density: None</p> <p>Non-Residential Minimum Intensity: None</p> <p>Maximum Intensity: None</p>
Recreation (REC)	Recreational opportunities for the Escambia County citizens including a system of public and private park facilities.	<ul style="list-style-type: none"> • Active and passive recreation activities and amenities • Park facilities such as boat launch, basketball courts, tennis courts, baseball and softball fields • Meeting halls and the like • No new residential development is allowed 	<p>Residential Minimum Density: None</p> <p>Maximum Density: None</p> <p>Non-Residential Minimum Intensity: None</p> <p>Maximum Intensity: 0.5 Floor Area Ration (FAR)</p>
Public (P)	Provides for uses or facilities owned or managed by the federal, state or county government or other public institutions or agencies.	<ul style="list-style-type: none"> • Public Parks • Local, Regional, State or Federal Facilities • Public structures or lands • Quasi-public Facilities providing public services 	<p>Residential Minimum Density: None</p> <p>Maximum Density: None</p> <p>Non-Residential Minimum Intensity: None</p> <p>Maximum Intensity: None</p>

1
2
3
4

1 **OBJ FLU 1.4 Protect Existing Communities**

2
3 **Escambia County shall will protect and enhance existing communities by**
4 **eliminating nonconforming uses and structures over time and through**
5 **implementing an active code enforcement program.**

6
7 **POLICIES**

8
9 **FLU 1.4.1 Nonconformity.** Escambia County shall will prohibit the expansion of
10 nonconforming land uses or structures within the County. The LDC shall will
11 restrict any activity that would expand the land use in question, improve
12 structures, or expand improvements associated with a nonconforming land use.

13
14 **FLU 1.4.2 Code Enforcement.** Escambia County shall will conduct a
15 combination of complaint-driven and systematic code enforcement actions to
16 reduce property maintenance code violations. ~~this process shall continue to use a~~
17 ~~hearing examiner (code enforcement special magistrate) when appropriate.~~

18
19 **OBJ FLU 1.5 Sustainable and ~~Energy Efficient~~ Development**

20 **Escambia County shall will promote sustainable and ~~energy efficient~~**
21 **development by encouraging compact, mixed-, and multi-use land use**
22 **patterns.**

23
24 **POLICIES**

25
26 ~~**FLU 1.5.1 Reduction of Green House Gases and Single Occupant Vehicle**~~
27 ~~**Trips.** The County will direct growth toward lands designated for higher intensity,~~
28 ~~mixed use development, especially the Mid-West Sector Plan Overlay area and~~
29 ~~major transportation corridors in the Mixed Use Urban Future Land Use category,~~
30 ~~to encourage compact, mixed or multiple use developments that are walkable~~
31 ~~and can be served by public transportation, thereby establishing opportunities for~~
32 ~~reduced reliance on single occupant vehicle trips and reduction in automobile~~
33 ~~generated greenhouse gas emissions.~~

34 ~~**FLU 1.5.2 Use of Planned Unit Development.** Escambia County shall support~~
35 ~~the use of the Planned Unit Development process to create developments that~~
36 ~~incorporate sustainable development practices, including:~~

- 37
38 a. ~~A variety of nonresidential uses in close proximity to residential uses;~~
39 b. ~~A variety of uses mixed as compact vertical or horizontal development;~~
40 c. ~~Active first floor retail and service uses in multi-story buildings;~~
41 d. ~~Convenient access to typical daily needs;~~
42 e. ~~A system of streets that are attractive and safe for pedestrians and~~
43 ~~bicycle use;~~
44 f. ~~Walking/bicycling trails and wide pedestrian sidewalks as referenced in~~
45 ~~Chapter 8, Mobility Element and the Safe Routes to Schools Program;~~
46 g. ~~Greenspaces, such as pocket parks, trails, greenbelts and natural~~

1 areas; and

2 h. ~~Travel mode choice, including walking, bicycling, bus/transit and~~
3 ~~automobile.~~

4
5 **FLU 1.5.3 1 New Development and Redevelopment in Built Areas.** To
6 promote the efficient use of existing public roads, utilities, and service
7 infrastructure, the County will encourage the redevelopment in underutilized
8 properties to maximize development densities and intensities located in the MU-
9 S, MU-U, Commercial, and Industrial Future Land Use categories (with the
10 exception of residential development).

11
12 **FLU 1.5.4.2 Compact Development and Maximum Densities and Intensities.**
13 To ensure that developments are designed to be compact and to accommodate
14 travel mode choice-especially for short, local trips-the County will require
15 minimum densities in the MU-S Future Land Use category and encourage the
16 maximum densities and intensities in the MU-U Future Land Use category.

17 18 **GOAL FLU 2 DEVELOPMENT AND PUBLIC SERVICES**

19
20 **Escambia County ~~shall~~will promote urban strategies for compact**
21 **development, the efficient provision of infrastructure and urban services,**
22 **and the protection of natural resources. Urban strategies ~~shall~~will include**
23 **infill development, mixed-use development, and coordinated land use and**
24 **transportation planning.**

25 26 **OBJ FLU 2.1 Urban Development**

27
28 **Direct growth toward those areas where infrastructure and services exist**
29 **to support development at approved densities and intensities.**

30 31 **POLICIES**

32
33 **FLU 2.1.1 Infrastructure Capacities.** Urban uses ~~shall~~will be concentrated in
34 the urbanized areas with the most intense development permitted in the Mixed-
35 Use Urban (MU-U) areas and areas with sufficient central water and sewer
36 system capacity to accommodate higher density development. Land use
37 densities may be increased through Comprehensive Plan amendments. This
38 policy is intended to direct higher density urban uses to those areas with
39 infrastructure capacities sufficient to meet demands and to those areas with
40 capacities in excess of current or projected demand. Septic systems remain
41 allowed through Florida Health Department permits where central sewer is not
42 available.

43
44 **FLU 2.1.2 Compact Development.** To promote compact development, FLUM
45 amendments and residential re-zonings to allow for higher residential densities
46 to be allowed in the MU-U and MU-S future land use categories.

1 FLU 2.1.3 **CHHA Density.** Consistent with the goals, objectives, and policies of
2 the Coastal Management Element, Escambia County will not support re-zonings
3 and FLUM amendments to categories allowing higher densities within the Coastal
4 High Hazard Area (CHHA).

5
6 ~~FLU 2.1.4 **Residential Density and Non-residential Intensity Bonuses.** Through~~
7 ~~specific LDC criteria that implement the urban development objective, mixed use~~
8 ~~projects may be allowed to be developed above the maximum residential density~~
9 ~~and non-residential intensity permitted in the zoning district but not to exceed the~~
10 ~~FLU limits.~~

11 **OBJ FLU 2.2 Provision of Public Services**

12
13 **Promote orderly and balanced growth and development as a fiscal**
14 **management technique to provide cost-efficient public services and facilities.**

15 **POLICIES**

16
17
18
19 FLU 2.2.1 **Location.** Public facilities and services ~~shall~~will be located to minimize
20 their cost and negative impacts on the natural environment and maximize their
21 efficiency. Cost alternatives, impacts on the environment, and levels of efficiency
22 ~~shall~~will be discussed during the design phase and bid process utilized by the
23 County to accomplish the installation or location of public facilities and/or services.
24 In addition, the County will coordinate with the ECUA, other water and/or sewer
25 providers, and state or federal agencies with facilities located in the County or with
26 plans to expand existing facilities or create new facilities in the County. Among
27 other things, it is the intent of this policy that public facilities and services are
28 available to support the densities and intensities of uses provided by this Plan and
29 the FLUM and that there is adequate and suitable land available for such utility
30 facilities.

31
32 FLU 2.2.2 **Land Acquisition.** Escambia County ~~shall~~will include land acquisition
33 within its Capital Improvements Element and its Capital Improvements Program
34 (CIP) when necessary to provide for public lands for County owned facilities.

35
36 FLU 2.2.3 **Right-of-way Dedication.** Escambia County ~~shall~~will continue to require
37 dedication of adequate rights-of-way as approved by the County.

38
39 FLU 2.2.4 **Existing Facilities.** Prior to embarking on the construction of new capital
40 improvements, Escambia County will consider the feasibility of upgrading or
41 rehabilitating existing facilities to determine if the rehabilitation of present facilities
42 would be in the best interest of the County and its citizens.

43 **OBJ FLU 2.3 Infill Development**

44
45 **Encourage infill development in appropriate urbanized areas where**
46 **infrastructure is sufficient to meet demands, such as in MU-U and MU-S.**
47

1 **POLICIES**

2
3 ~~FLU 2.3.1 **Area Designation.** The Englewood and Brownsville Redevelopment~~
4 ~~Areas All Community Redevelopment Areas as adopted by the BCC, are hereby~~
5 ~~designated as an Urban Infill and Redevelopment Area in conformance with Section-~~
6 ~~163.2514(2), Florida Statutes. The County shall pursue similar designation for the~~
7 ~~remaining adopted redevelopment areas.~~

8
9 ~~FLU 2.3.2 **Community Redevelopment Areas.** Escambia County shall will use its~~
10 ~~fiscal resources to encourage infill residential, commercial, and public~~
11 ~~development, particularly in the Community Redevelopment Areas.~~

12
13 **OBJ FLU 2.4 Community Redevelopment**

14
15 **The Community Redevelopment Agency (CRA) will continue to implement**
16 **the recommendations of the 1995 Community Redevelopment Strategy, as**
17 **which may be updated from time to time.**

18
19 **POLICIES**

20
21 ~~FLU 2.4.1 **Strategy.** The CRA and other County agencies shall will implement the~~
22 ~~recommendations of the 1995 Community Redevelopment Strategy through the~~
23 ~~Palafox, Englewood, Brownsville, Warrington and Barrancas Redevelopment Plans,~~
24 ~~as may be updated from time to time.~~

25
26 ~~FLU 2.4.2 **Block Grants.** Escambia County shall will direct its Community~~
27 ~~Development Block Grant (CDBG) efforts primarily to the Community~~
28 ~~Redevelopment Areas, but in any case, the program requirements promulgated by~~
29 ~~the U.S. Department of Housing and Urban Development (HUD) shall will be met.~~

30
31 ~~FLU 2.4.3 **Unsafe Conditions.** Escambia County shall utilize and administer its~~
32 ~~provisions for removal or repair of structures that are unsafe or constitute a health~~
33 ~~hazard. Also, the County will continue to target CDBG funds primarily for~~
34 ~~improvement to areas or structures where unsafe or substandard conditions exist.~~

35
36 ~~FLU 2.4.4 **Needs Identification.** Escambia County shall identify neighborhoods~~
37 ~~showing initial signs of distress and evaluate the need for revitalization and~~
38 ~~enhancement, which is anticipated to be complete by December 2011. Distressed~~
39 ~~neighborhoods may be scheduled for targeted code enforcement and for~~
40 ~~supplemental public infrastructure and park improvements through the CIP.~~

41
42 **GOAL FLU 3 RURAL STRATEGIES**

43
44 **Escambia County shall will promote rural strategies, including protecting**
45 **agriculture, silviculture, and related activities, protecting and preserving**
46 **natural resources and guiding new development toward existing rural**
47 **communities.**

1 **OBJ FLU 3.1 Rural Development**
2

3 **All new development within rural areas, including commercial development,**
4 **that is compatible with the protection and preservation of rural areas shall**
5 **will be directed to existing rural communities.**
6

7 **POLICIES**
8

9 **FLU 3.1.1 Infrastructure Expenditures.** Escambia County shall will limit the
10 expenditure of public funds for infrastructure improvements or extensions that
11 would increase the capacity of those facilities beyond that necessary to support the
12 densities and intensities of use established by this plan unless such expenditures
13 are necessary to implement other policies of this plan.
14

15 **FLU 3.1.2 Water Facility Extensions.** Escambia County shall will coordinate with
16 potable water providers on any extensions of potable water facilities in the rural
17 area.
18

19 **FLU 3.1.3 FLUM Amendments.** During consideration of FLUM amendments,
20 Escambia County shall will consider the impacts of increased residential densities
21 to the agriculture and silviculture industries as well as public facility maintenance
22 and operation expenditures (i.e., roads, water, sewer, schools,) needed to serve
23 the proposed development.
24

25 **FLU 3.1.4 Rezoning.** Escambia County shall will protect agriculture and the rural
26 lifestyle of northern Escambia County by permitting re-zonings to districts, allowing
27 for higher residential densities in the Rural Community (RC) future land use
28 category.
29

30 **FLU 3.1.5 New Rural Communities.** To protect silviculture, agriculture, and
31 agriculture-related activities Escambia County shall will not support the
32 establishment of new rural communities.
33

34 ~~FLU 3.1.6 Residential Clustering.~~ Clustering of residential units in the Agriculture-
35 (AG) and Rural Community (RC) future land use categories shall only be permitted
36 for subdivisions of 10 or more dwelling units, with preservation of at least 80-
37 percent of the project site in a perpetual conservation easement as contemplated
38 in, Section 704.06, F.S., and in conjunction with a PUD to ensure the project is
39 compatible with surrounding properties and protects the rights of adjacent property
40 owners. The minimum lot size shall be ¼ acre and the maximum residential density
41 permitted in the future land use category shall not be exceeded.
42

43 ~~FLU 3.1.7 Farm Worker Housing.~~ Group quarters, temporary housing, and other
44 residential structures for the use of permanent and/or temporary farm workers may
45 be permitted in areas of agricultural activity. Although, in no case shall such uses
46 exceed the maximum intensity specified in the applicable future land use category
47 or densities exceed 8 dwelling units per gross acre. This provision is intended to
48 preserve and promote agricultural uses by making it possible for farm workers to
49

1 both work and reside on or near property devoted to agricultural uses.

2
3 ~~FLU 3.1.8 Conservation Subdivisions.~~ Escambia County shall, by December
4 2012, review the appropriateness of allowing conservation subdivisions in the
5 future land use categories.

6
7 **GOAL FLU 4 MILITARY INSTALLATIONS**

8
9 Escambia County shall will support the missions of local military

10 installations. **OBJ FLU 4.1 Compatibility and Encroachment.**

11 **Recognize the economic and historical significance of retaining local military**
12 **installations and address compatibility and encroachment issues through**
13 **implementation of the recommendations of the 2003 Joint Land Use Study**
14 **(JLUS).**

15 **POLICIES**

16
17 **FLU 4.1.1 Planning Objective.** Escambia County shall will consider the protection
18 of public health, safety, and welfare as a principal objective of land use planning
19 around military airfields.

20
21 **FLU 4.1.2 Airfield Influence Planning Districts.** Escambia County shall will
22 provide for Airfield Influence Planning Districts (AIPDs) as a means of addressing
23 encroachment; creating a buffer to lessen impacts from and to property owners;
24 and protecting the health, safety, and welfare of citizens living in close proximity to
25 military airfields. The overlay districts shall will require density and land use
26 limitations, avigation easements, building sound attenuation, real estate
27 disclosures, and Navy (including other military branches, where appropriate) review
28 of proposed development based on proximity to Clear Zones, Accident Potential
29 Zones (APZs), aircraft noise contours, and other characteristics of the respective
30 airfields. ~~The districts and the recommended conditions for each are as follows:~~

31
32 ~~A. Airfield Influence Planning District 1 (AIPD-1): Includes the~~
33 ~~current Clear Zones, Accident Potential Zones and noise contours of~~
34 ~~65 Ldn and higher, (where appropriate) as well as other areas near~~
35 ~~and in some cases abutting the airfield.~~

- 36 ~~1. Density restrictions and land use regulations to maintain~~
37 ~~compatibility with airfield operations; and~~
38 ~~2. Mandatory referral of all development applications to local~~
39 ~~Navy officials for review and comment within ten working days;~~
40 ~~and~~
41 ~~3. Required dedication of avigation easements to the county~~
42 ~~for subdivision approval and building permit issuance; and~~
43 ~~4. Required sound attenuation of buildings with the level of~~
44 ~~sound protection based on noise exposure; and~~
45 ~~5. Required disclosure for real estate transfers.~~

1 ~~B. Airfield Influence Planning District--2 (AIPD-2): Includes land that is~~
2 ~~outside of the AIPD-1 but close enough to the airfield that it may affect, or~~
3 ~~be affected by, airfield operations.~~

- 4 1. ~~Mandatory referral of all development applications to local~~
5 ~~Navy officials for review and comment within ten working days;~~
6 ~~and~~
- 7 2. ~~Required dedication of aviation easements to the county~~
8 ~~for subdivision approval and building permit issuance; and~~
- 9 3. ~~Required sound attenuation of buildings with the level of~~
10 ~~sound protection based on noise exposure; and~~
- 11 4. ~~Required disclosure for real estate transfers; and~~
- 12 5. ~~No County support of property rezonings that result in~~
13 ~~increased residential densities in excess of JLUS~~
14 ~~recommendations.~~

15
16 ~~The three installations in Escambia County - Naval Air Station Pensacola (NASP),~~
17 ~~Navy Outlying Field (NOLF) Saufley and NOLF Site 8, are each utilized differently.~~
18 ~~Therefore, the size and designations of the AIPD Overlays vary according to the~~
19 ~~mission of that particular installation. The Escambia County Land Development~~
20 ~~Code details and implements the recommendations. The AIPD Overlays Map is~~
21 ~~attached herein to this ordinance as Exhibit C.~~

22
23 **FLU 4.1.3 Infrastructure Impacts.** Escambia County ~~shall~~will review, in
24 coordination with other agencies or organizations that provide necessary
25 infrastructure (i.e., streets and utilities), the possible growth-inducing impacts of
26 service extensions into AIPDs.

27
28 **FLU 4.1.4 Information Access.** Escambia County ~~shall~~will continue to maintain
29 an interactive page on its website as a tool for all users to access information
30 concerning AIPDs, noise zones, and APZ. The County is committed to the
31 continuous improvement and expansion of the website, with links to other
32 information sources as needed.

33
34 **FLU 4.1.5 Land Acquisition.** Escambia County ~~shall~~will seek dedicated sources
35 of funds for acquiring the development rights or outright purchase of select lands
36 for public purpose. The land acquisition program ~~shall~~will be designed to serve
37 multiple, complementary goals, including the elimination of possible development
38 from lands near airfields, the protection of the environment, the maintenance of
39 agricultural uses, and the conservation of quality open spaces.

40
41 **FLU 4.1.6 Supporting Infrastructure.** ~~Section 288.980(4),~~ Florida Statutes, has
42 created the "Defense Infrastructure Grant Program" to support local infrastructure
43 projects deemed to have a positive impact on the military value of installations within
44 the state. Escambia County ~~shall~~will support and proceed with infrastructure
45 projects that would have a positive impact on local military installations, pursuing all
46 assistance available.

1 ~~FLU 4.1.7 **Military Representation.** Pursuant to Section 163.3175, Florida~~
2 ~~Statutes, a representative of the military installations located within Escambia~~
3 ~~County shall be placed on the Planning Board as an ex officio, nonvoting member.~~
4 ~~The selection of the representative will initially be by a Memorandum of Agreement~~
5 ~~between the Commanding Officers of Naval Air Station Pensacola and Naval Air~~
6 ~~Station Whiting Field. The Interlocal Agreement with the Navy details the~~
7 ~~procedures and responsibilities of both parties.~~

8
9 ~~FLU 4.1.87 **JLUS Implementation.** The LPA shall will function as the JLUS~~
10 ~~Implementation Oversight Committee to guide the implementation of technically~~
11 ~~sound, community-based, collaborative planning. The duties of the JLUS~~
12 ~~Implementation Oversight Committee shall will include, at a minimum, annual~~
13 ~~meetings, with others scheduled as necessary, to:~~

- 14
15 a. Monitor the timely completion of the implementation of the JLUS
16 recommendations;
17 b. Make policy decisions and recommendations concerning the JLUS
18 implementation to the BCC;
19 c. Monitor the effectiveness of the implemented recommendations in
20 controlling encroachment; and
21 d. ~~If necessary~~ in the future, recommend additional measures to ensure
22 compatible development in the AIPDs.

23
24 ~~**GOAL FLU 5 MID-WEST ESCAMBIA COUNTY OPTIONAL SECTOR PLAN**~~

25
26 ~~Escambia County shall utilize the Optional Sector Plan process to encourage~~
27 ~~cohesive and sustainable development patterns within central Escambia~~
28 ~~County, emphasizing urban form and the protection of regional resources~~
29 ~~and facilities.~~

30
31 ~~**OBJ FLU 5.1 Conceptual Long-term Build-out Overlay**~~

32
33 ~~Adopt a conceptual long-term buildout overlay for the Mid-West Optional~~
34 ~~Sector Plan area as authorized by the Florida Department of Community~~
35 ~~Affairs.~~

36
37 ~~**POLICIES**~~

38
39 ~~FLU 5.1.1 The Long-Range Conceptual Framework Map, attached and~~
40 ~~incorporated in this Ordinance as Exhibit D, identifies the location, type and extent~~
41 ~~of land uses, regionally significant public facilities, and regionally significant natural~~
42 ~~resources. This area shall be depicted on the Future Land Use Map as the~~
43 ~~Optional Sector Plan (OSP) and be evaluated in future statutorily required~~
44 ~~evaluation & appraisal reports.~~

45
46 ~~FLU 5.1.2 Development within the OSP area shall support and further the following~~
47 ~~general principles:~~

1 Economic Development

- 2 a. ~~Promote economic development and job creation~~
- 3 b. ~~Promote the fiscally efficient use of land and infrastructure~~
- 4 c. ~~Provide adequate retail and service opportunities to meet the needs~~
- 5 ~~of the surrounding community~~

6
7 Transportation

- 8 a. ~~Create a highly interconnected, multi-modal transportation system~~
- 9 ~~that efficiently links housing to employment and retail opportunities~~
- 10 b. ~~Develop a hierarchy of transportation corridors that would increase~~
- 11 ~~mobility and accessibility within the OSP while respecting existing~~
- 12 ~~residential development~~
- 13 c. ~~Create an interconnected and accessible pedestrian and bicycle~~
- 14 ~~network~~
- 15 d. ~~Reduce vehicle trips (VT) and vehicle miles traveled (VMT) through~~
- 16 ~~the use of compact, mixed-use and transit-oriented development~~
- 17 ~~patterns~~

18
19 Environment

- 20 a. ~~Establish a “green infrastructure” network of interconnected~~
- 21 ~~recreation areas and open space~~
- 22 b. ~~Identify, protect and when impacted by development restore key~~
- 23 ~~ecosystems~~
- 24 c. ~~Identify, protect and when impacted by development restore wildlife~~
- 25 ~~habitat and corridors~~
- 26 d. ~~Reduce greenhouse gas (GHG) emissions~~

27
28 Community Design

- 29 a. ~~Create a hierarchy of place~~
- 30 b. ~~Promote compact neighborhood design~~
- 31 c. ~~Create neighborhoods that would provide a broad range of housing~~
- 32 ~~options varying in size, style, cost and type of ownership~~
- 33 d. ~~Provide neighborhood schools and parks within close proximity to~~
- 34 ~~housing consistent with Chapter 16, Public Schools Facilities~~
- 35 ~~Element.~~
- 36 e. ~~Construct resource-efficient homes and businesses~~

37
38 ~~FLU 5.1.3 The total maximum development scenario of the Mid-West Escambia~~
39 ~~County Optional Sector Plan shall be limited to 12,175,000 sq. ft. of non- residential~~
40 ~~development and 23,000 residential dwelling units. Any future amendments to this~~
41 ~~total shall result in a balanced jobs-to-housing ratio.~~

42
43 **OBJ FLU 5.2 Economic Development**

44
45 **~~Adopt development guidelines that implement the economic development~~**
46 **~~principles of the Optional Sector Plan area.~~**

1 **POLICIES**

2
3 FLU 5.2.1 The OSP shall contain two Regional Employment Districts. The Northern
4 Regional Employment District is intended to recognize and build upon the County's
5 pre-existing investment in the Central Commerce Park. The Southern Regional
6 Employment District is intended to create an immediate
7 opportunity for significant economic development and job creation proximate to
8 Interstate 10 and existing population centers.

9
10 The location of these districts shall be generally consistent with the conceptual
11 long-term buildout overlay. The intent of these districts is to support economic
12 development and improve the jobs-to-housing balance in central Escambia
13 County. These districts are intended to contain predominantly industrial,
14 distribution and office uses. Development within the Regional Employment
15 Districts shall be consistent with the following standards:

16
17 **Northern Regional Employment District**

18

<i>Development Standards</i>	
Maximum Size	400 net acres*
Maximum FAR	.50
Maximum Gross Floor Area	2,500,000 sq. ft.

19 *Not acres are to be defined as gross acreage less water bodies
20 and wetlands.

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential	0%	10%
Office	20%	60%
Commercial	0%	5%
Industrial	20%	60%
Recreation/Public	5%	No Maximum

21 *Percentages apply to the Northern Regional Employment District
22 as a whole and not by individual parcel.

23
24 **Southern Regional Employment District**

25

<i>Development Standards</i>	
Maximum Size	1,600 net acres*
Maximum FAR	.50
Maximum Gross Floor Area	8,000,000 sq. ft.

26 *Not acres are to be defined as gross acreage less water bodies
27 and wetlands.

28

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential	0%	10%
Office	20%	60%
Commercial	0%	5%
Industrial	20%	60%

Recreation/Public	5%	No Maximum
-------------------	----	------------

**Percentages apply to the Southern Regional Employment District as a whole and not by individual parcel.*

~~FLU 5.2.2 In order to minimize public expenditures and maximize the efficient use of public infrastructure and services such as utilities and roads, development within the OSP shall be in the form of clustered, compact neighborhoods and centers.~~

OBJ FLU 5.3 Transportation

~~Adopt development guidelines that implement the transportation principles of the Optional Sector Plan area.~~

POLICIES

~~FLU 5.3.1 Transportation infrastructure within the OSP shall be designed as a network of hierarchical local, collector and arterial roadways that form a curvilinear grid pattern that respects the natural environment while providing a high degree of interconnectivity.~~

~~FLU 5.3.2 Local and collector streets, sidewalks, bike lanes and multi-use paths shall contribute to a system of fully connected and attractive routes from individual neighborhoods to neighborhood, village, town and employment centers. Their design should encourage pedestrian and bicycle use by being spatially defined by buildings, trees, and lighting; and by discouraging high speed vehicular traffic.~~

~~FLU 5.3.3 Neighborhood, Village and Town Centers shall be transit-oriented and designed to accommodate current and future transit systems.~~

~~FLU 5.3.4 Land uses adopted within the OSP shall result in an appropriate job to housing balance that reduces overall vehicle miles traveled (VMT) locating residential uses within close proximity to jobs.~~

OBJ FLU 5.4 Environment

~~Adopt development guidelines that implement the environmental principles of the Optional Sector Plan area.~~

POLICIES

~~FLU 5.4.1 “Green infrastructure” shall be defined as an interconnected network of preservation areas, open space, parks, greenbelts and other natural areas that support the function of natural systems, allow the natural management of stormwater, support wildlife migration patterns, and promote community access to recreational areas. Throughout the OSP these areas shall be constructed, restored and maintained to the greatest extent possible.~~

~~FLU 5.4.2 Wherever possible, the natural terrain, drainage and vegetation of the area shall be preserved.~~

1 ~~FLU 5.4.3 Environmentally sensitive areas shall be preserved in a way that will~~
2 ~~maintain their integrity as wildlife habitat consistent with the definition in Chapter 3,~~
3 ~~Definitions. The County shall require mandatory clustering on the upland areas of~~
4 ~~properties that are impacted by environmentally sensitive areas; however, for~~
5 ~~these properties that lack an adequate amount of uplands, limited development in~~
6 ~~the OSP would be permitted if a taking would result.~~

7
8 ~~FLU 5.4.4 Key wildlife corridors shall be identified and protected from the impacts~~
9 ~~of development.~~

10
11 ~~FLU 5.4.5 Measures shall be implemented to reduce greenhouse gas (GHG)~~
12 ~~emissions consistent with the intent of Chapter 2008-191, Laws of Florida. The~~
13 ~~implementation of this policy shall include but not be limited to the following~~
14 ~~measures:~~

- 15
- 16 ~~a. Reduction of vehicle miles traveled (VMT) by~~
17 ~~encouraging the design of compact, walkable, mixed-~~
18 ~~use, transit-oriented neighborhoods.~~
- 19 ~~b. Creation of a highly interconnected, multi-modal~~
20 ~~transportation that incorporates facilities for current and~~
21 ~~future transit systems.~~
- 22 ~~c. Promotion of alternative (non-fossil fuel) energy sources.~~

23
24 ~~FLU 5.4.6 To ensure appropriate identification, protection and management of~~
25 ~~regionally significant natural resources within the OSP, the following process is~~
26 ~~established:~~

- 27
- 28 ~~1. Regionally significant natural resources, including water~~
29 ~~bodies, wetlands, listed species habitat, unique vegetative~~
30 ~~communities and publicly owned lands acquired for~~
31 ~~conservation purposes, shall be identified at the long-term~~
32 ~~master plan level utilizing publicly available data. These~~
33 ~~resources shall be depicted on the long-term master plan~~
34 ~~framework map as "Anticipated Conservation Areas."~~
- 35
- 36 ~~2. At the Detailed Specific Area Plan (DSAP) level, Anticipated~~
37 ~~Conservation Areas shall be subject to further study and~~
38 ~~refinement. Methods such as photo-interpretation and~~
39 ~~ground-truthing shall be utilized to verify and, where~~
40 ~~appropriate, revise Anticipated Conservation Area~~
41 ~~boundaries. These areas shall be depicted as Low Impact~~
42 ~~Natural Resource Areas (LINRA) on the DSAP land use~~
43 ~~map. LINRA designation is intended to identify areas of~~
44 ~~regionally significant natural resources within the Mid-West~~
45 ~~Escambia County Sector Plan. It is anticipated that these~~
46 ~~areas will be subject to further delineation under the State~~
47 ~~of Florida's Environmental Resource Permit (ERP) program~~

1 and may be regulated accordingly.
2

3 ~~3. Land within a DSAP and located within areas designated~~
4 ~~as LINRAs will be evaluated during the development~~
5 ~~review process for environmental significance. Land uses,~~
6 ~~densities, and intensities will be that of the underlying land~~
7 ~~use plan. However, wetlands and other environmentally~~
8 ~~sensitive lands as defined in Section 3.04 will be subject to~~
9 ~~the relevant requirements of Conservation Policies 1.3.7,~~
10 ~~1.3.8 and Conservation Objective 1.4. Lands identified~~
11 ~~through the permitting process for preservation shall be~~
12 ~~protected through the recordation of conservation~~
13 ~~easements consistent with Section 704.06, Florida~~
14 ~~Statutes.~~

15
16 **~~OBJ FLU 5.5 Community Design~~**

17
18 **~~Adopt development guidelines that implement the community design~~**
19 **~~principles of the Optional Sector Plan area.~~**

20
21 **~~POLICIES~~**

22
23 ~~FLU 5.5.1 The OSP shall contain mixed-use town, village and neighborhood~~
24 ~~centers. The location of these centers shall be generally consistent with the~~
25 ~~conceptual long-term build-out overlay. The intent of these centers is to provide~~
26 ~~recreation, retail, service, and employment opportunities within close proximity to~~
27 ~~residential neighborhoods. These centers and the surrounding neighborhoods~~
28 ~~shall be linked by interconnected, multi-modal transportation corridors containing~~
29 ~~pedestrian, bicycle, public transit and auto facilities, thereby encouraging~~
30 ~~alternative forms of travel and reducing both Vehicle Trips (VT) and Vehicle Miles~~
31 ~~Traveled (VMT). Prior to site development a conceptual plan will be provided to~~
32 ~~the county to demonstrate these standards set forth below.~~

33
34 **~~A. Town Center~~**

35 ~~The Town Center is intended to be the retail center of the OSP and capture~~
36 ~~a market area approximately 5 to 15 miles in size. The design of the Town~~
37 ~~Center is intended to be compact, mixed-use and similar in nature to~~
38 ~~traditional downtown cores. The Town Center shall be designed to~~
39 ~~accommodate approximately 500,000 to 1,000,000 sq. ft. of non-~~
40 ~~residential uses predominantly comprised of retail and office space. The~~
41 ~~Town Center shall contain significant residential opportunities. Residential~~
42 ~~uses shall be limited to multi-family units which may be located above~~

43
44
45 ~~ground floor office or retail uses. In addition, higher density single-family~~
46 ~~development may occur within ½ mile of the Town Center. Development~~
47 ~~within the Town Center shall be consistent with the following standards:~~
48

<i>Development Standards</i>	
Maximum Size	500 net acres*
Maximum FAR	1.0
Maximum Gross Floor Area	1,200,000 sq. ft.
Minimum Residential Density	10.0 du. ac.

**Net acres are to be defined as gross acreage less water bodies and wetlands.*

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential**	30%	50%
Office	20%	40%
Commercial	20%	40%
Industrial	Not Permitted	
Recreation/Public	15%	No Maximum

**Percentages shall be applied to the Town Center as a whole and not by individual parcel.*

B. Village Centers

Village Centers are intended to be sub-area retail centers and capture a market area approximately ½ to 2 miles in size. The design of Village Centers shall be compact, mixed-use and similar in nature to traditional, small town main streets. Village Centers shall be designed to accommodate approximately 40,000 to 200,000 sq. ft. of non-residential uses predominantly comprised of retail and office space. In addition, Village Centers may contain centralized park and recreation, community and educational facilities. Development within the Village Centers shall be consistent with the following standards:

<i>Development Standards</i>	
Maximum Size	40 net acres*
Maximum FAR	.50
Maximum Gross Floor Area	200,000 sq. ft.
Minimum Residential Density	7.0 du. ac.

**Net acres are to be defined as gross acreage less water bodies and wetlands*

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential**	20%	40%
Office	10%	25%
Commercial	15%	30%
Industrial	Not Permitted	
Recreation/Public	10%	No Maximum

**Percentages shall be applied to each Village Center as a whole and not by individual parcel.*

***Residential uses shall be limited to multi-family and may be located above ground floor office or commercial.*

1 **C. Neighborhood Centers**

2 Neighborhood Centers are intended to provide small, neighborhood serving
3 retail and service opportunities with a market area approximately
4 ¼ to 1 mile in size. The design of Neighborhood Centers shall be compact
5 and pedestrian oriented. Neighborhood Centers shall be designed to
6 accommodate approximately 1,000 to 15,000 sq. ft. of non-residential uses.
7 In addition, Neighborhood Centers may contain centralized park and
8 recreation, community and educational facilities. Neighborhood Centers
9 shall be generally located as indicated on the Optional Sector Plan long-
10 range conceptual framework map. Additional neighborhood centers may be
11 considered where market data and analysis demonstrate the trade area will
12 support an additional center. Development within the Neighborhood Centers
13 shall be consistent with the following standards:
14

<i>Development Standards</i>	
Maximum Size	5 net acres*
Maximum FAR	.25
Maximum Gross Floor Area	15,000 sq. ft.
Minimum Residential Density	5.0 du. ac.

15 **Net acres are to be defined as gross acreage less*
16 *water bodies and wetlands.*
17

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential**	-	-
Office	0%	20%
Commercial	0%	35%
Industrial	Not Permitted	
Recreation/Public	20%	No Maximum

18 **Percentages shall be applied to each Neighborhood Center*
19 *as a whole and not by individual parcel. **Residential uses*
20 *shall be limited to multi-family and must be located above*
21 *ground floor office or commercial.*

22 FLU 5.5.2 The OSP shall contain a mixture of residential neighborhoods that vary
23 in regards to dwelling unit type and density. The location of these neighborhoods
24 shall be generally consistent with the conceptual long-term build-out overlay. The
25 intent of these neighborhoods is to provide a variety of housing options and within
26 close proximity to schools and parks as well as retail, service, and employment
27 opportunities. The location and design of new neighborhoods shall be such that
28 they ensure the continued protection of natural resources and existing
29 neighborhoods, promote a strong sense of community, and provide access to
30 nearby recreational opportunities.
31

32 **A. Traditional/Urban Neighborhoods**

33 Traditional/Urban Neighborhoods are intended to be high density, compact
34 communities adjacent to centralized retail and service opportunities.
35 Traditional Urban Neighborhoods shall be designed in a manner that
36 creates a strong sense of place through the layout of the streets,

1 arrangements of open space, appearance of streetscapes and linkage of
2 neighborhoods to supporting services. To allow the efficient use of land and
3 infrastructure, increase walkability and support existing and future transit
4 systems, Traditional/Urban Neighborhoods shall be located generally within
5 ½ mile of Town, Village or Neighborhood centers and contain a variety of
6 housing types ranging on average from 5 to 25 dwelling units per gross
7 acre. Individual sites may have density greater than 25 units per gross acre
8 provided the average density stays within the 5 to 25 dwelling units range.
9

10 **B. New Suburban Neighborhoods**

11 Residential development generally greater than ½ mile from Town, Village or
12 Neighborhood centers shall be in the form of New Suburban Neighborhoods.
13 These neighborhoods are intended to be medium density communities
14 comprised of a highly interconnected transportation system including
15 pedestrian, bicycle, and automobile networks. A variety of housing types
16 ranging from 3 to 10 dwelling units per gross acre shall be permitted.
17

18 **C. Conservation Neighborhoods**

19 Residential neighborhoods generally greater than 1/2 mile from Town,
20 Village or Neighborhood centers with a density less than 2.5 dwelling units
21 per gross acre shall only be permitted as Conservation Neighborhoods.
22 Conservation Neighborhoods are intended to replace typical suburban
23 neighborhoods with a more efficient and environmentally protective
24 development pattern. Conservation Neighborhoods shall be low density,
25 clustered communities with a distinct "edge" consisting of interconnected
26 open space. This open space shall serve to protect and preserve areas of
27 significant natural resources and wildlife habitat while offering passive
28 recreational opportunities to residents. Conservation Neighborhoods shall
29 be required to preserve a minimum of 50% open space. Open space shall
30 be preserved in perpetuity through a conservation easement.
31

32 FLU 5.5.3 Escambia County recognizes the number of pre-existing neighborhoods
33 within the OSP. These neighborhoods range from loosely associated subdivisions
34 of land to historical communities with a strong sense of place. Through the
35 Detailed Specific Area Plan (DSAP) process, residents of existing neighborhoods
36 will be asked to provide input regarding new development within the OSP. In
37 addition, existing neighborhoods will be provided the opportunity to either
38 redevelop or more strongly establish their existence through the use of organizing
39 elements such as signage and designation of a community park or center.
40

41 FLU 5.5.4 To reduce the impacts and costs of transportation and create a
42 neighborhood focal point, the County shall encourage the location of schools,
43 consistent with Chapter 16, Public Schools Facilities Element, within residential
44 neighborhoods or adjacent to centers. Co-location with community parks shall
45 be encouraged.
46

47 FLU 5.5.5 Residential and non-residential construction within the OSP shall promote

1 green building principles intended to reduce overall energy and water consumption.

2
3 **OBJ FLU 5.6 Specific Area Plans**

4
5 **Adopt procedures and guidelines for the development and approval of**
6 **detailed specific area plans.**

7
8 **POLICIES**

9
10 ~~FLU 5.6.1 Development within the OSP shall be subject to the adoption of Detailed~~
11 ~~Specific Area Plans (DSAP). Each DSAP must be a minimum of 1,000 acres in~~
12 ~~size and developed in sufficient detail to allow evaluation of the interrelationship of~~
13 ~~its parts and establish consistency with principles and criteria contained in FLU~~
14 ~~5.1.1-FLU 5.5.5. Until and unless a DSAP is approved by the Escambia County~~
15 ~~Board of County Commissioners and found in compliance by the Florida~~
16 ~~Department of Economic Opportunity, the property in the OSP shall maintain the~~
17 ~~underlying future land use category (e.g. Agricultural, Rural Community, Mixed~~
18 ~~Use Suburban) and zoning district (e.g. the agricultural, the rural community, the~~
19 ~~mixed-use low density zonings or the equivalents), except for those projects that~~
20 ~~are vested.~~

21
22 ~~All applications for development approvals (i.e. lot splits, special exceptions,~~
23 ~~variances, etc.) on any property within the OSP shall be reviewed on a case-by-~~
24 ~~case basis for the effect of such development approval on adopted or future~~
25 ~~DSAPs and in compliance with the general principles established in FLU Policy~~
26

27 ~~5.1.2. At a minimum, development of a DSAP must include the following~~
28 ~~information:~~

29
30 **I. ~~DSAP Boundary Determination Analysis~~**

31 ~~Conduct a preliminary site analysis of the proposed DSAP area to~~
32 ~~determine appropriate boundaries. This analysis shall include the~~
33 ~~following:~~

- 34
35 ~~1. Identification of the extent and location of natural resources.~~
36
37 ~~2. Identification of the environmental opportunities and constraints~~
38 ~~to development within the area.~~
39
40 ~~3. Identification of the net usable land area.~~
41
42 ~~4. Determination of a maximum development scenario based~~
43 ~~upon the uses, densities and intensities identified in the~~
44 ~~Conceptual Long-term Build-out Overlay.~~
45 ~~5. A Jobs-to-housing balance assessment consistent with policy FLU~~
46 ~~5.3.4 and utilizing a professionally acceptable methodology.~~
47
48 ~~6. Identification of public facilities and services available to the area;~~

1 available capacity; potential deficiencies; and an approximation
2 of necessary improvements.
3
4
5

6 The final boundaries for a DSAP must be approved by Escambia County before
7 initiating a conceptual DSAP as described in Section II below.
8
9
10

11 **II. Conceptual DSAP**

12 The intent of the Conceptual DSAP process is to prepare an initial plan for
13 public review and comment. A Conceptual DSAP shall address the
14 following:
15

- 16 1. The location of neighborhoods, centers and regional employment
17 districts generally consistent with the conceptual long-term buildout
18 overlay. For neighborhoods, a computation of density shall be
19 provided along with the permitted uses and proposed lot sizes. For
20 centers, a computation of density and intensity shall be provided,
21 as well as the area and percentage of land use mix consistent with
22 the categories found in FLU 5.5.1. For regional employment
23 districts, a computation of the area, intensity and percentage of
24 land use mix consistent with the categories found in FLU 5.2.1
25 shall be provided.
26
- 27 2. Circulation routes for pedestrians, bicycles, transit and
28 automobiles, including consideration for connection with the
29 surrounding area. For each facility to be included in the DSAP,
30 design criteria should be included addressing:
 - 31 • Roadway cross-sections
 - 32 • On-street parking (if applicable)
 - 33 • Pedestrian, Bicycle and Transit facilities
 - 34 • Landscape and streetscape standards
- 35 3. Location and size/capacity of major infrastructure components
36 including wastewater, water, re-use water, stormwater and
37 solid waste.
38
- 39 4. Design criteria proposed for each land use category proposed
40 for the DSAP including, but not limited to:
 - 41 • Typical lot size
 - 42 • Setbacks
 - 43 • Height
 - 44 • Density
 - 45 • Floor Area Ratio (commercial)
 - 46 • Signage
- 47 5. Strategies for the integration of existing development.
48
49

1 The Conceptual DSAP shall be presented to the public at an information-
2 workshop. This workshop is to be advertised in a manner consistent with Chapter
3 4, Public Participation. In addition, each property owner in the DSAP and each
4 property owner within 1,000 feet of the boundary of the DSAP must be notified of
5 the workshop. Substantial compliance with the provisions of this policy regarding
6 the various methods for providing notice shall be sufficient to constitute notice to
7 all affected parties. Comments from the public must be documented and included
8 in a report to Escambia County.

9
10 **III. Preliminary DSAP.**

11 Based on the results of the informational workshop described in Section
12 II., prepare a Preliminary DSAP shall be prepared. At a minimum, this
13 plan shall consist of the following elements:

14
15 1. Statement of the community goals and objectives to
16 be accomplished by the DSAP.

17
18 2. DSAP exhibits including:

19
20 a. A detailed land use plan indicating the distribution,
21 extent and location of future land uses, including the
22 proposed

23 locations for transportation facilities (auto, transit, bike,
24 pedestrian), major community services (water and
25 wastewater plants, fire and police substations,
26 government buildings), neighborhood school(s), parks
27 and any conservation areas.

28
29 b. A detailed public facilities plan identifying regionally-
30 significant public facilities, including public facilities
31 outside the jurisdiction of Escambia County, anticipated
32 impacts of future land uses on these facilities and
33 required improvements consistent with Chapter 9J-2,
34 Florida Administrative Code. In addition, this plan shall
35 include the following components:

36
37 i. A transportation analysis consistent with Chapter
38 9J-2, indicating the general location of all arterial
39 and collector roadways necessary to serve the
40 DSAP, their right-of-way width, and design cross-
41 section. It should also address the proposed
42 location of transit routes and the manner in which
43 they can be integrated into the regional
44 transportation system. The general location of all
45 bikeways and pedestrian paths should
46 demonstrate access to all schools, commercial
47 and civic areas from any point in the DSAP. The

1 transportation analysis should be accompanied by
2 a report demonstrating the impact on
3 transportation facilities and documenting the timing
4 and estimated cost for transportation
5 improvements required by development of the
6 DSAP. Prior to initiation of any transportation
7 analysis, the County shall consult with the Florida
8 Department of Transportation (FDOT) regarding
9 the analysis methodology in regards to impacts to
10 the Florida Intrastate Highway System (FIHS).
11 Each DSAP shall analyze the cumulative traffic
12 impact of all previously approved DSAPs on the
13 area road network, including the FIHS. Prior to
14 approval of any DSAP, the Florida DOT shall have
15 the opportunity to comment on the traffic analysis
16 in regards to impacts to any State roads.

17
18 ii.—A public improvements analysis that identifies the
19 location and size of the water and wastewater
20 systems necessary to support development of the
21 DSAP. The analysis shall address demand, the
22 location and size of plants, major distribution and
23 collection systems, the design performance
24 standards that will be used in the review and
25 approval of all development plans processed for
26 the individual land use categories, the proposed
27 source of funding, and the approximate timing for
28 construction.

29
30 c.—A housing analysis addressing the need for affordable
31 and workforce housing within the DSAP, the ability of
32 the DSAP to provide a sustainable balance of housing
33 units to employment opportunities, and potential
34 impact of the proposed plan on existing
35 neighborhoods and infill opportunities throughout the
36 County.

37
38 d.—A detailed natural resource analysis that identifies
39 specific measures to assure the protection of
40 regionally significant natural resources and other
41 important resources both within and outside the
42 jurisdiction of Escambia County, including those
43 resources identified in Chapter 9J-2, Florida
44 Administrative Code.

45
46 e.—An energy efficiency analysis addressing the
47 ability to reduce greenhouse gas emissions and

1 improve energy efficiency within the DSAP.

2
3 f. A land use need analysis addressing the amount of
4 land necessary to accommodate both the projected
5 population and future employment opportunities and
6 promote sustainable development patterns.
7

8 The Preliminary DSAP shall be presented to the public at an
9 informational workshop as per the requirements of Section II.

10
11 **IV. Final DSAP and Report**

12 Refinements to the Preliminary DSAP documents, based on the
13 informational workshop described in II, shall be prepared. The
14 resulting Final DSAP shall be submitted to Escambia County for
15 review and approval by the Planning Board and Board of County
16 Commissioners. DSAP's prepared by an individual property owner or
17 other venture must be presented through the County planning staff
18 to the Board of County Commissioners. The DSAP will not be
19 effective until approved by the Escambia County Board of County
20 Commissioners.
21
22
23

24 **V. Changes to an Existing DSAP.**

25 Any addition or deletion of property or changes to the
26 neighborhood, center or district boundaries in an approved
27 DSAP shall follow the County's established processes. It shall
28 include an evaluation and

29 analysis of the impacts to the approved or planned land uses and
30 the ability of the proposed amendment to meet the principles and
31 guidelines outlined in this plan. Such additions or deletions shall not
32 be designed to create remnant areas or fragmented DSAPs.
33

34 FLU 5.6.2 Approval of zoning changes shall be based on consistency with
35 the OSP principles and guidelines outlined in FLU 5.1.1-5.5.4. Specifically,
36 such changes shall consider the impact on the overall DSAP in terms of the
37 central focus of the land uses in the DSAP, with higher density in general
38 proximity to Centers.
39

40 FLU 5.6.3 Once a DSAP is adopted by the Board of County
41 Commissioners, all applications for development approval (i.e., lot splits,
42 special exceptions, variances) under the existing zoning shall be evaluated
43 for compatibility with the adopted DSAP.

44 FLU 5.6.4 Applications for a comprehensive plan amendment to establish a
45 DSAP shall include an analysis matrix indicating compliance with the
46 specific requirements of Sec. 163.3245, Florida Statutes.
47

48 FLU 5.6.5 OSP design criteria shall be incorporated into the Land

1 ~~Development Code within one year of the adoption of the first DSAP. All~~
2 ~~development within the boundary of an adopted DSAP shall comply with the~~
3 ~~OSP design criteria and other applicable provisions of the LDC. Where~~
4 ~~OSP design criteria conflict with other LDC provisions, the OSP criteria~~
5 ~~shall govern.~~

6
7 ~~FLU 5.6.6 Should a development be proposed requiring an amendment to~~
8 ~~the OSP, which the County Local Planning Agency determines is contrary~~
9 ~~to the intent of the OSP planning concept and, therefore, should not be~~
10 ~~exempt from the requirements of Section 380.06 Florida Statutes, the~~
11 ~~applicant may be required, with concurrence by the FDEO, to be processed~~
12 ~~as a DRI.~~

13
14 **~~OBJ FLU 5.7 Adequate Public Facilities and Services~~**

15
16 **~~Adopt procedures and guidelines for the provision of adequate public~~**
17 **~~facilities to serve the OSP and subsequent DSAPs.~~**

18
19 **~~POLICIES~~**

20
21 ~~FLU 5.7.1 Each DSAP shall be evaluated to determine whether adequate public~~
22 ~~facilities and services exist or will be in existence to serve the identified needs of~~
23 ~~the DSAP.~~

24 ~~FLU 5.7.2 Prior to or in conjunction with the approval of an DSAP by the~~
25 ~~Escambia Board of County Commissioners, the land for the following public~~
26 ~~facilities shall be conveyed to Escambia County or a development agreement~~
27 ~~addressing the timely conveyance of such lands shall be approved by Escambia~~
28 ~~County.~~

- 29 ~~• Land for identified schools sites, consistent with Chapter 16,~~
30 ~~Public Schools Facilities Element.~~
31 ~~• Land for identified parks and recreation facilities~~
32 ~~• Right-of-way for identified collector and arterial roadways~~
33 ~~necessary to serve the DSAP~~
34 ~~• Land for identified potable water and wastewater treatment~~
35 ~~facilities~~
36 ~~• Right-of-way for all utilities necessary to serve the DSAP~~

37
38 ~~FLU 5.7.3 Procedures and guidelines governing the provision of adequate public~~
39 ~~facilities and services shall not replace or supersede and provisions of the~~
40 ~~Escambia County concurrency management system.~~

41
42 **~~OBJ FLU 5.8 Intergovernmental Coordination~~**
43 **~~Adopt procedures to ensure intergovernmental coordination to address~~**
44 **~~extra jurisdictional impacts.~~**

45
46 ~~FLU 5. 8.1 To provide for intergovernmental coordination to address extra-~~
47 ~~jurisdictional impacts within the jurisdiction of the Florida Department of~~

1 ~~Economic Opportunity as prescribed in Florida Statutes under Chapter 9J-2,~~
2 ~~F.A.C., the County shall provide to adjacent municipalities and counties, other~~
3 ~~units of government providing services but not having regulatory authority over~~
4 ~~the use of land, state and regional regulatory agencies, and the Escambia~~
5 ~~County School Board, information and copies of appropriate material related to~~
6 ~~the applications for a DSAP. The material provided shall include information~~
7 ~~indicating issues of regional significance in the region, or containing regional~~
8 ~~policies. It shall include material describing planning, permitting or review~~
9 ~~requirements of state, regional or local significance. It shall also include detailed~~
10 ~~identification of regionally significant public facilities, including public facilities~~
11 ~~outside the jurisdiction of Escambia County, anticipated impacts of future land~~
12 ~~uses on those facilities, and required improvements consistent with Florida~~
13 ~~Statutes with Chapter 9J-2, F.A.C. The adjacent municipalities, counties, other~~
14 ~~units of government and regulatory agencies shall have the opportunity to review~~
15 ~~and provide comments to the County, to ensure communication and coordination~~
16 ~~are used to minimize any potential adverse impacts.~~

17
18
19 **GOAL FLU 6 5 NAVY FEDERAL CREDIT UNION URBAN SERVICE AREA**

20 Escambia County shall create the Navy Federal Credit Union Urban Service Area
21 (NFCU Urban Service Area) and associated guidelines and policies to assure the
22 provision of public facilities, infrastructure, and services adequate to serve new
23 development, to encourage efficient development patterns and the efficient delivery
24 of public services, while also protecting environmental and historical resources and
25 facilities.

26
27 Chapter 163.3164(e)(5)(50), F.S., Community Planning Act definitions define urban
28 service area: "Urban Service Area" means areas identified in the comprehensive
29 plan where public facilities and services, including, but not limited to, central water
30 and sewer capacity and roads, are already in place or are identified in the capital
31 improvements element. The term includes any areas identified in the comprehensive
32 plan as urban service areas, regardless of local government limitation.

33
34 Goals, objectives, and policies specifically related to the NFCU Urban Service Area
35 were adopted to identify, plan for, schedule and implement infrastructure and
36 services needed to support the long-term, master planned development of the Navy
37 Federal Credit Union contact center.

38
39 **OBJ FLU 6 5.1 NFCU Urban Service Area Boundary Map**

40
41 **Adopt an Urban Service Area Boundary Map for the NFCU Urban Service Area**
42 **and place the boundary on the Future Land Use Map.**

43
44 **POLICIES**

45
46 FLU 6 5.1.1 The NFCU Urban Service Area Boundary Map indicated on the Future
47 Land Use Map identifies the specific location and boundaries of the NFCU Urban

1 Service Area. Areas outside the NFCU Urban Service Area boundary are not subject
2 to the policies and guidelines that are adopted and implemented within the boundary.

3
4 FLU 65.1.2 For concurrency determination, the county shall ensure that development
5 within the FLU 65 NFCU Urban Service Area is consistent with the Level of Service
6 standards delineated within the comprehensive plan.

7
8 FLU 65.1.3 For the purposes of infrastructure analysis, significant public facilities
9 evaluation shall include: sanitary sewer, solid waste, potable water, storm water
10 management, transportation-traffic, and recreation and open space.

11
12 FLU 65.1.4 Significant natural resources evaluation shall include: wellheads,
13 historically significant sites, and onsite natural resources.

14 FLU 65.1.5 The NFCU Urban Service Area shall be depicted on the Future Land Use
15 Map and be evaluated separately in future statutorily required evaluation & appraisal
16 reports.

17
18 FLU 65.1.6 Any addition or deletion of property or changes to the boundaries in the
19 NFCU Urban Service Area shall be accomplished through a comprehensive plan
20 amendment, demonstrating compliance with applicable provisions of state and local
21 law. It shall include an evaluation and analysis of the impacts to the approved or
22 planned land uses and the ability of the proposed amendment to meet the principles
23 and guidelines outlined in the NFCU Master Plan (Master Plan) and in the
24 Comprehensive Plan.

25
26 FLU 65.1.7 Development within the NFCU Urban Service Area shall be consistent
27 with the Escambia County Comprehensive Plan and Future Land Use Map (FLUM).

28
29 FLU 65.1.8 Development within the NFCU Urban Service Area will apply and
30 implement accepted planning principles and innovative and flexible planning
31 strategies.

32
33 FLU 65.1.9 Development within the NFCU Urban Service Area shall support and
34 further the following general principles:

35
36 **Land Use**

- 37 a. Promote efficient, compact, master-planned development to accommodate
38 growth programs, patterns, and facilities of Navy Federal Credit Union
39 within the NFCU Urban Service Area.
40 b. Encourage development patterns within the NFCU Urban Service Area that
41 can be efficiently served with adequate public and private infrastructure
42 and services.
43 c. Assure adequate identification, analysis, and protection of important
44 natural resources through the master planning process in order to create
45 sustainable, environmentally sensitive treatment of the resources identified.

- 1 d. Encourage development and provision of support services and facilities
2 onsite within the NFCU Urban Service Area to serve the daily needs of the
3 employees and visitors to the site.
4

5 **Economic Development**

- 6 a. Promote economic development and job creation.
7 b. Identify public/private partnerships that can assist Navy Federal Credit
8 Union with the provision of onsite and offsite infrastructure and services
9 needed to adequately support the long-term development of the NFCU
10 Master Plan.
11

12 **Transportation**

- 13 a. Assure that onsite and offsite traffic circulation is adequate to provide
14 current and future access to the site to assure essential operation of the
15 contact center during all business hours.
16 b. Identify resources needed to plan for, design, program, and develop
17 improvements to offsite roadway and transportation facilities needed to
18 support the development of the Master Plan.
19

20 **Infrastructure and Services**

- 21 a. Promote efficient provision of infrastructure and services, both within the
22 NFCU Urban Service Area and those required offsite to support future
23 development of the Master Plan.
24 b. Identify and request fiscal resources needed to develop supporting offsite
25 infrastructure, services, and systems needed to support continued
26 development of the Master Plan in the future.
27 c. Coordinate with the local sanitary sewer, potable water, and solid waste
28 service providers to assure continued adequate service throughout the
29 future development of the Master Plan.
30

31 **Capital Improvements Plan**

- 32 a. Identify current and future infrastructure and service capital improvement
33 needs in a NFCU Urban Service Area capital improvements plan (NFCU
34 CIP).
35 b. Identify scheduling of capital improvements in the NFCU CIP.
36 c. Identify possible funding sources to provide needed capital improvements
37 during future development of the Master Plan.
38

39 FLU 65.1.10 Development within the NFCU Urban Service Area shall provide for
40 orderly development of land, focusing on the timing and location of development and
41 the overall pattern of land use within the Urban Service Area.

42 FLU 65.1.11 The general descriptions, types of allowable non-residential uses, and
43 intensities within the NFCU Urban Service Area shall be as provided by the
44 underlying MU-U future land use category.
45

1 FLU 65.1.12 Development within the NFCU Urban Service Area will direct growth to
2 an area where infrastructure and services exist or can be provided to support
3 development at approved intensities.

4
5 FLU 65.1.13 Development within the NFCU Urban Service Area shall not adversely
6 affect the mission of the adjacent military installation.

7
8 **OBJ FLU 65.2 Economic Development**

9
10 **To implement the economic development principles of the NFCU Urban Service**
11 **Area, and to promote strategies for long-term, master planned development,**
12 **efficient provision of infrastructure and urban services, and support of a**
13 **stronger economy within Escambia County.**

14
15 **POLICIES**

16
17 FLU 65.2.1 Planned public and private provision of adequate supporting
18 infrastructure and services throughout the future development of the NFCU Master
19 Plan will assure continued efficient expansion of NFCU programs and the provision
20 and expansion of future employment opportunities provided by NFCU.

21
22 FLU 65.2.2 Development within the NFCU Urban Service Area is intended to
23 encourage desired economic development supported by adequate public and private
24 facilities and services to retain existing jobs, and to support expansion of employment
25 opportunities provided by NFCU.

26
27 FLU 65.2.3 Development within the NFCU Urban Service Area shall encourage
28 compact development to assure that the extension of development related services
29 can be made efficiently and economically.

30
31 **OBJ FLU 65.3 Transportation**

32
33 **To implement the transportation principles of the NFCU Urban Service Area.**

34
35 **POLICIES**

36
37 FLU 65.3.1 The County shall review development proposals within the NFCU Urban
38 Service Area to assure adequate consideration and analysis of operation of local
39 roadways, and assure Florida Department of Transportation (FDOT) minimum
40 operating level of service standards for each roadway type are met.

41
42 FLU 65.3.2 For each future phase of development within the NFCU Urban Service
43 Area, a transportation analysis shall be completed that identifies arterial and collector
44 roads impacted by traffic generated by the phase, needed improvements to mitigate
45 the impacts, and documents the timing and estimated cost for transportation
46 improvements.

1 FLU 65.3.3 The required traffic analysis should also identify the proposed location of
2 transit routes and the manner in which they may be integrated into the regional
3 transportation system to support transportation access to and from the NFCU Urban
4 Service Area.

5
6 FLU 65.3.4 Prior to initiation of any transportation analysis, the County and the
7 applicant shall consult with FDOT representatives to discuss the analysis
8 methodology.

9
10 FLU 65.3.5 Each phase of future development proposed shall analyze new impacts
11 to the local and regional road network.

12
13 **OBJ FLU 65.4 Infrastructure and Services**

14
15 **Provision of adequate public facilities to serve the NFCU Urban Service Area.**
16 **POLICIES**

17
18 FLU 65.4.1 Each development phase of the NFCU Urban Service Area shall be
19 evaluated to determine whether adequate public facilities and services exist to serve
20 the identified needs of the NFCU Urban Service Area.

21
22 FLU 65.4.2 Public facilities and services shall be located to minimize their cost and
23 negative impacts on the natural environment and maximize their efficiency.

24
25 FLU 65.4.3 Procedures and guidelines governing the provision of adequate public
26 facilities and services shall not replace or supersede any provisions of the Escambia
27 County concurrency management system, except as may be identified within FLU 65.

28
29 FLU 65.4.4 The land development process within the NFCU Urban Service Area is
30 intended to provide for necessary improvements so that public facility needs created
31 by future expansion do not exceed the capacity of existing or future infrastructure
32 systems or services.

33
34 FLU 65.4.5 Development within the NFCU Urban Service Area shall provide for
35 onsite infrastructure systems and services through service agreements with service
36 providers and cooperative efforts with Escambia County, in order to maintain capacity
37 consistent with the established LOS standards for concurrency-related public facilities
38 that are within the jurisdiction of the County.

39
40 FLU 65.4.6 Development within the NFCU Urban Service Area shall continue to
41 provide infrastructure facilities and services, through agreements with the service
42 providers, to serve the Heritage Oaks Commerce Park portion of the NFCU campus
43 for which development orders were issued and development rights are vested. The
44 Heritage Oaks Commerce Park portion of the NFCU campus is deemed to be vested
45 for concurrency determination.

1 **OBJ FLU 65.5 Capital Improvements Plan**

2
3 **Provision of a capital improvements plan to serve the NFCU Urban Service**
4 **Area.**

5
6 **POLICIES**

7
8 FLU 65.5.1 The Capital Improvements Element of the NFCU Urban Service Area
9 shall be used to guide development of capital facilities necessary to accommodate
10 desired future expansion within the campus, utilizing funding from all available
11 sources.

12
13 FLU 65.5.2 Needed infrastructure facilities and services described in the Five-Year
14 Schedule of Capital Improvements will be provided as required to support
15 implementation and development of the NFCU Urban Service Area.

16
17 FLU 65.5.3 Public and private funding sources will be utilized to implement the Goals,
18 Objectives and Policies of the Escambia County Comprehensive Plan, and provide a
19 financially feasible Schedule of Capital Improvements to support future development
20 within the NFCU Urban Service Area.

21
22 FLU 65.5.4 Federal, state, and local economic development and other fiscal
23 resources will be obtained, to the full extent available, to maintain LOS standards and
24 support the NFCU Urban Service Area Five-Year Schedule of Capital Improvements.

25
26 FLU 65.5.5 By April 1 of each year, the property owner shall provide a summary
27 status report to the County on the status of capital project implementation activities
28 within the NFCU Urban Service Area and if no new development has occurred within
29 the previous 365 days prior to April 1, a notice shall be provided noting no new
30 development.

1 **Chapter 8 Mobility Element.**

2
3 The purpose of the Mobility Element, serving as the Transportation Element, is to
4 establish the desired and projected transportation system in Escambia County
5 and to plan for future motorized and non-motorized traffic circulation systems.
6 This element provides guidelines to prepare for and establish an effective multi-
7 modal transportation system.
8

9 **GOAL MOB 1 TRANSPORTATION**

10
11 **Escambia County shall will provide a safe, cost-effective and functional**
12 **roadway and transportation system for all residents and visitors to**
13 **Escambia County.**

14
15 **OBJ MOB 1.1 Transportation System**

16
17 **Continue to provide a safe, convenient, efficient and cost-effective**
18 **multimodal transportation system and roadway network for present and**
19 **future residents.**

20
21 **POLICIES**

22
23 ~~MOB 1.1.1 **New Development.** Future developments will pay all costs and~~
24 ~~construct all roads within the development as well as existing and proposed~~
25 ~~access roads (internal and external) to Escambia County standards so that the~~
26 ~~roads, upon construction, may be accepted into Escambia County's road system.~~
27 ~~Nothing in this policy shall be interpreted to preclude the County from requiring~~
28 ~~the development to pay all costs to the County associated with construction of~~
29 ~~any transportation improvement made necessary by the development.~~

30
31 MOB 1.1.2 **1 Level of Service (LOS) Standards.** Levels of Service (LOS) will be
32 used to evaluate facility capacity and for issuance of development orders.
33 Escambia County will adopt LOS standards for all roadways as indicated in the
34 LDC. The standards for FHS and SIS facilities may be revised based on changes
35 to the federal classification of these roadways. These standards are not
36 regulatory but provide a basis by which the County may monitor congestion and
37 coordinate needed improvements with FDOT. as shown below according to the
38 functional classification of roadways identified on the 2005 Federal Functional
39 Classifications Map. The Mobility Series is attached herein to this ordinance as
40 Exhibit E. The Mobility Series includes the 2005 Federal Functional
41 Classifications Map, the Number of Lanes — Escambia County Map, the FL-AL
42 TPO Prioritized Bicycle & Pedestrian Projects Map, the Transportation
43 Improvement Program FY 2010-2014 Major Projects Map, the Traffic Volume &
44 Level of Service Report, and the FL-AL TPO Long Range Plan (future roadway).
45 The FDOT LOS standards are also used for SIS facilities.

46
47 Roadway Functional Classification _____ Annualized P.M. Peak Hour
48 Level of

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39

Service Standard

~~Florida Intrastate System Roads~~

Principal Arterial (SIS Rural)	B
Principal Arterial (SIS Urbanized)	C
Transportation Regional Incentive Program and Emerging SIS Connector Funded Roads	
Minor Arterial (Urbanized)	D
Other State and Local Roads	
Principal and Minor Arterial (Rural)	C
Principal and Minor Arterial (Urbanized)	D
Major and Minor Collector (Rural or Urbanized)	E

~~MOB 1.1.23 On-site Facilities.~~ All new private developments, including but not limited to planned unit developments, shopping centers, multifamily residential projects and other projects with internal circulation and parking needs ~~shall~~ will be required to provide safe and convenient on-site traffic flow as indicated in the LDC, ~~facilities for non-motorized transportation and sufficient vehicular parking to accommodate the needs of the development.~~ This policy does not apply to residential subdivisions.

~~MOB 1.1.3-4 Non-motorized Transportation.~~ All new public road construction projects in urban areas or community redevelopment areas ~~shall~~ will accommodate non-motorized transportation. At a minimum, sidewalks and bicycle facilities should be included. Consideration should also be given to include storage racks, striping, or signage.

~~MOB 1.1.45 Maintenance and Reconstruction Priorities.~~ Escambia County ~~shall~~ will continue its practice of maintaining and/or reconstructing County roads on an “on-going” basis through implementation of the Capital Improvements Program (CIP) and the Concurrency Management System. The County ~~shall~~ will utilize CIE 1.2.2 together with any cost/benefit analysis, traffic analysis, and analysis of the physical condition of the various roadways within the County. Said analyses may be performed by Escambia County or others.

~~MOB 1.1.56 Participation in Transportation Planning Organization.~~ Escambia County will participate in and cooperate with the preparation of the Florida Alabama Transportation Planning Organization’s (TPO’s) Cost Feasible Plan and will continue its active participation with the TPO to ensure that the TPO recommendations and activities are consistent with this Plan. In addition, the County will continue to encourage the TPO to request funding for the Florida Department of Transportation (FDOT) by the governor and the legislature.

~~MOB 1.1.7 Planning for Major Commercial Use.~~ Applications for large-scale commercial development review shall address adequate traffic circulation, parking and access management measures that are necessary to minimize

1 access to impacted State and County road segments, promote compatibility
2 and functional relationship of adjacent land uses and provide adequate buffer
3 and landscape requirements. Escambia County shall encourage joint access
4 agreements with adjacent property owners, encourage a mix of land uses that
5 place less traffic intensive land uses adjacent to arterial segments, provide
6 incentives for not platting commercial lots with direct access to arterial
7 segments and apply density bonuses for converting commercial land uses to
8 residential land uses.

9
10 **MOB 1.1.68 Future Transportation Corridors.** Escambia County shall will
11 preserve future transportation corridors as identified in the current adopted
12 TPO Long Range Plan Fiscal year (FY) 2010-2014 Plan Maps MOB 2A-C.
13 The TPO FY 2010-2014 Plan is attached herein to this ordinance as Exhibit F.

14
15 **MOB 1.1.79 Access Management.** Escambia County shall will promote
16 access management by limiting the number of conflict points that a motorist
17 experiences during travel, separating conflict points as much as possible when
18 they cannot be eliminated, and controlling the turning movements to facilitate
19 traffic flow on affected roadways.

20
21 **MOB 1.1.840 Commuter Assistance Programs.** Escambia County will
22 support the TPO commuter assistance programs in order to reduce the number
23 of vehicle miles traveled (VMT) per capita in the community and region. The
24 County will use the TPO collected data to monitor VMT and will coordinate with
25 FDOT regarding VMT as it relates to large developments.

26
27 **MOB 1.1.944 Cross-Access.** Escambia County will incorporate requirements
28 for cross-access easements and connections for commercial sites in the LDC.
29 ~~The County will prioritize the implementation of this policy based on corridor~~
30 ~~planning efforts. The regulations will be implemented on private properties along~~
31 ~~roadways with proper connection spacing and an access management plan.~~

32
33 **MOB 1.1.12 Ozone Task Force Recommendations.** Escambia County will
34 implement the following recommendations of the 2001 Escambia County
35 Ozone Task Force Report so as to modify peak-hour demand and reduce the
36 number of vehicle miles traveled per capita in the community and region.

- 37
38 a. ~~Implement flex work hours (i.e. extended hours, four-day work-~~
39 ~~week) for government employees during peak ozone season (June~~
40 ~~through September).~~
41 b. ~~Provide information about benefits of flex work hours to local~~
42 ~~industry and encourage use of such programs.~~
43 c. ~~Encourage mixed use development offering sidewalks and~~
44 ~~bicycle paths.~~
45 d. ~~Accelerate bicycle/pedestrian improvements.~~
46 e. ~~Promote telecommuting and teleconferencing.~~

1 **MOB 1.1.1013 Safe Routes to School, Enhancements, and Trails.**
2 Pursuant to ~~Section 1006.23~~, Florida Statutes, Escambia County, the
3 Escambia County School Board, and the Community Traffic Safety Team ~~shall~~
4 will coordinate to prepare a ~~“Safe Routes to School”~~ “Transportation
5 Alternative” master plan for each public school and then implement
6 construction of improvements (e.g., sidewalks, shoulders) to encourage
7 walking to school. ~~SRTS improvements shall be focused to provide priority to~~
8 ~~improvements within the following radii:~~

9
10 Elementary School— $\frac{1}{2}$ mile radius
11 Middle and High School—1 mile radius

12
13
14 **MOB 1.1.1144 Required Bicycle and Pedestrian Facilities.** Escambia County
15 will encourage through private/public partnerships, through LDC provisions,
16 ~~require~~ the installation of sidewalks along the street frontage of new
17 development (including but not limited to new development along routes shown
18 on the TPO Bicycle and Pedestrian Plan, the County’s Bicycle and Pedestrian
19 Plan, or the “Transportation Alternative” Plan) to provide connectivity and utility
20 for existing sidewalks in the vicinity of the development.

21
22 ~~New development along routes shown on the TPO Bicycle and Pedestrian Plan,~~
23 ~~the County’s Bicycle and Pedestrian Plan, or the SRTS Plan shall install~~
24 ~~sidewalks and/or bicycle facilities as specified by those plans for any street~~
25 ~~frontage of the development that coincides with those routes. New development~~
26 ~~in proximity to a school shall install sidewalks consistent with policies PSF 1.4.5~~
27 ~~and PSF 1.4.6.~~

28
29 **MOB 1.1.1245 Coordination with School District and Sidewalk Planning**
30 **Participation.** Escambia County will coordinate with the Escambia County
31 School District regarding new school siting and needs at existing schools when
32 determining locations for improvements to pedestrian facilities. Escambia County
33 will also seek public input from citizens, the Escambia County School District,
34 and the development community regarding sidewalk needs and priorities.

35
36 ~~MOB 1.1.16 Sidewalk Planning Participation.~~ Escambia County will seek
37 ~~public input from citizens, the School Board of Escambia County and the~~
38 ~~development community regarding sidewalk needs and priorities.~~

39
40 **MOB 1.1.1347 Intelligent Transportation System.** Escambia County will
41 cooperate with FDOT staff concerning studies now underway that address
42 intelligent transportation system opportunities to improve system efficiency and
43 enhance safety.

44
45 **MOB 1.1.1448 Roadway Improvement Recommendations.** Escambia County
46 will monitor and plan for transportation facilities to meet current and future
47 demands. Escambia County will study roadway segments that are estimated to

1 exceed the adopted LOS standard and recommend specific improvements to
2 address deficiencies. These projects will be identified in the County's CIP. The
3 County will develop and maintain a Transportation Level of Service plan which
4 will provide for the monitoring of impacts to the transportation network and
5 identify areas of concern and opportunities for improvement in partnership with
6 the development community. This program will serve as the foundation of project
7 review and evaluations, prioritizing roadway and transportation improvements as
8 well as providing data for the LOS report and Transportation Level of Service
9 Plan. Escambia County will continue to analyze and develop alternative
10 mechanisms for funding roadway improvements and to shift the funding of
11 development-related improvements from the County to the development source
12 creating the impact.

13
14 ~~These recommendations will be targeted toward short- and mid-range~~
15 ~~improvements.~~ The County will continue to work with the TPO to address long-
16 range improvements identified in the Cost Feasible Plan and County
17 Transportation Plan.

18
19 **MOB 1.1.1549 Interregional and Intrastate Function Protection.** Escambia
20 County will ~~maintain~~ monitor and coordinate adopted LOS standards on arterial
21 and collector roadways that parallel the State's Strategic Intermodal System
22 (SIS) and Florida Intrastate Highway System (FIHS) to protect the system's
23 interregional and intrastate functions.

24
25 **MOB 1.1.1620 Interstate Interchange Additions.** Escambia County ~~shall~~ will
26 only promote the construction of additional interchanges on Interstate 10 and
27 Interstate 110 if they protect the system's interregional and intrastate function.

28
29 **MOB 1.1.1724 Interstate Crossing Additions.** Escambia County will work with
30 the TPO to strengthen the local roadway network by providing additional north-
31 south and east-west crossings of Interstate 10 and Interstate 110, thereby
32 protecting the ~~FIHS~~ interregional and intrastate functions.

33
34 **MOB 1.1.1822 Road Improvement Funding Partnerships.** Escambia County
35 will pursue partnerships with FDOT, the Federal Highway Administration
36 (FHWA), and private development entities to identify potential new revenue
37 streams for roadway improvements and capacity enhancements at both the state
38 and federal levels.

39
40 **MOB 1.1.1923 Public-private Partnerships.** Escambia County will consider
41 public-private partnerships (P-3s) as a valid mechanism to obtain transportation
42 funding from additional sources.

43 ~~**OBJ MOB 1.2 Transportation Concurrency Exception Areas**~~

44 ~~**Establish Transportation Concurrency Exception Areas (TCEAs) to**~~
45 ~~**promote and enhance:**~~

- ~~a. Urban redevelopment,~~
- ~~b. Infill development,~~
- ~~c. A variety of transportation choices and opportunities including automobile, pedestrian, bicycle and transit,~~
- ~~d. Escambia County's economic viability,~~
- ~~e. Desirable urban design and form,~~
- ~~f. A mix of residential and non-residential uses,~~
- ~~g. Streetscaping/landscaping of roadways within the County, and~~
- ~~h. Pedestrian and bicyclist comfort, safety and convenience.~~

~~Consistent with Section 163.3180, Florida Statutes, a TCEA may be established within areas designated for:~~

- ~~a. Urban infill development;~~
- ~~b. Urban redevelopment;~~
- ~~c. Downtown revitalization;~~
- ~~d. Urban infill and redevelopment under Section 163.2517, Florida Statutes; or~~
- ~~e. An urban service area that includes lands appropriate for compact, contiguous urban development, which does not exceed the amount of land needed to accommodate the projected population growth at densities consistent with the adopted comprehensive plan within the 10-year planning period, and which is served or is planned to be served with public facilities and services as provided by the Capital Improvements Element.~~

POLICIES

~~MOB 1.2.1 TCEAs Established.~~ The following TCEAs are hereby established, and the TCEA Map is attached herein to this ordinance as Exhibit G:

- ~~a. Warrington TCEA – That area coterminous with the area approved in 1995 as the Warrington Redevelopment Area and including the Sunset Avenue Corridor of Navy Point;~~
- ~~b. Fairfield Drive TCEA – That area coterminous with the approved Englewood Ebonwood and Palafox Redevelopment Areas and including a portion of the Brownsville Redevelopment Area.~~

~~The Transportation Concurrency Exception Areas will continue to be reviewed annually to ensure they meet the TCEA requirements; results of this review will be reported in the County's Comprehensive Plan Implementation Annual Report.~~

~~MOB 1.2.2 LOS Exemptions.~~ All land uses and development located within the Warrington and Fairfield Drive TCEAs shall be exempted from transportation

1 concurrency for roadway LOS standards. Developments outside of the TCEA
2 that impact roadways within the TCEA shall be required to meet transportation-
3 concurrency standards.

4 **MOB 1.2.3 Transportation Improvements.** Transportation concurrency
5 exceptions granted within the TCEA shall not relieve development from being
6 required to construct transportation improvements that are required due to traffic
7 safety and/or operating conditions.

8
9 **MOB 1.2.4 TCEA Proportionate Fair Share.** Within the TCEAs, development or
10 redevelopment shall be required to mitigate transportation impacts proportional to
11 those impacts based on trip generation (including all phases) by providing the
12 following:

- 13
- 14 a. Sidewalk connections from the development to existing and
15 planned public sidewalk along the development frontage.
- 16 b. Cross-access connections/easements or joint driveways, where
17 available and economically feasible.
- 18 c. Deeding of land or conveyance of required easements along the
19 property frontage to the County, as needed, for the construction of
20 public sidewalks, bus turn-out facilities, and/or bus shelters. Such
21 deeding or conveyance of required easements, or a portion of
22 same, shall not be required if it would render the property unusable
23 for development. The placement of a bus shelter and related
24 facilities on private property with an appropriate agreement with the
25 County may be used in lieu of deeding or conveyance of
26 easements, if agreeable to the County.
- 27 d. Closure of existing excessive, duplicative, or unsafe curb cuts or
28 narrowing of overly wide curb cuts at the development site, as
29 defined in the Access Management portion of the LDC.
- 30 e. Provide safe and convenient on-site pedestrian circulation such
31 as sidewalks and crosswalks connecting buildings and parking
32 areas at the development site.
- 33 f. Funding of corridor assessments and TCEA mobility studies to
34 ensure goals are maintained.

35
36 **OBJ MOB 4.3 1.2 Transportation and Land Use**

37
38 **Assure the continual coordination of land use decisions with the future**
39 **traffic circulation system by coordinating traffic circulation improvements**
40 **with the FLUM and maintaining consistency between land use decisions**
41 **and traffic circulation system improvements.**

42
43 **POLICIES**

44
45 **MOB 4.3.4 1.2.1 Consistency.** All plans and proposals for development and
46 redevelopment as well as all land use decisions will be reviewed for consistency
47 with the FLUM.

1
2 MOB 4.3.2 1.2.2 Non-motorized Transportation Facilities. Escambia County
3 ~~shall~~will provide or require the provision of non-motorized transportation facilities
4 to link residential areas with recreational and commercial areas in a safe
5 manner. This may include the construction of sidewalks, bike lanes, installation
6 of signage, striping of roadways, or the like so as to accommodate non-
7 motorized transportation facilities.

8
9 **OBJ MOB 4.4 1.3 Coordinated Transportation Planning**

10
11 **Continually coordinate Escambia County’s decision-making process with**
12 **the plans and programs of TPO and FDOT.**

13
14 **POLICIES**

15
16 MOB 4.4.4 1.3.1 TPO Participation. Escambia County will participate and
17 cooperate with the preparation of the TPO’s Cost Feasible Plan. The County’s
18 participation will continue to be the provision of representation on the TPO and
19 its several committees, paying its fair share of the cost to operate the TPO and
20 assuring that projects required within Escambia County are included within the
21 TPO and FDOT plans.

22
23 MOB 4.4.2 1.3.2 Regional Priorities. Escambia County will coordinate with the
24 TPO and FDOT to ensure that regional priorities are included in County decision
25 making.

26
27 MOB 4.4.3 1.3.3 Interstate System Improvements. In cooperation with the
28 TPO and FDOT, Escambia County will support improvements to the federal
29 interstate system located within the County. In addition the County ~~shall~~will
30 support the construction of a new roadway segment that links Interstate 10 with
31 Interstate 65.

32
33 MOB 4.4.4 1.3.4 Transportation Improvement Plans. Escambia County will
34 participate in and review the annual updates of the TPO five-year Transportation
35 Improvement Plan and the FDOT five-year Work Program to ensure that the
36 activities of the County and the transportation improvement plans of other
37 agencies are consistent.

38
39 **OBJ MOB 4.5 1.4 Corridor Preservation**

40
41 **Provide for the protection of existing and future rights-of-way from**
42 **encroachment by including appropriate regulations for standard right-of-**
43 **way, setback regulations, density and intensity regulation, right-of-way,**
44 **and scenic roadway designation within the provisions of the LDC.**

45
46 **POLICIES**

1 ~~MOB 1.5.1 **Standard Right-of-way.** Within any Project Development and~~
2 ~~Environmental Impact study for a capacity improvement project, standard right-~~
3 ~~of-way shall be considered as follows:~~

4 Major Collectors — 80'
5 Major Arterials — 125'
6 Beltways — 300'

7
8 ~~MOB 1.5.2 **Setback Regulation.** Escambia County shall, through zoning district~~
9 ~~provisions in the LDC, apply setbacks that will aid in the protection of existing-~~
10 ~~and future rights-of-way, including transportation corridors, from building-~~
11 ~~encroachments.~~

12
13 ~~MOB 1.5.3 **Density and Intensity Regulation.** Escambia County shall regulate~~
14 ~~density and intensity within the existing or designated transportation corridor-~~
15 ~~areas that may interfere with right-of-way needs.~~

16
17 ~~MOB 1.5.4 **Right-of-way Set Aside.** Escambia County may require the set aside~~
18 ~~of right-of-way necessary to comply with programmed roadway widening or, as~~
19 ~~necessary, for proposed transportation corridors.~~

20
21 ~~MOB 1.5.5 **Scenic Roadway Designation.** Because of their unique scenic~~
22 ~~character and related historic and tourist significance, Scenic Highway (SR-10A)~~
23 ~~and Perdido Key Drive (SR 292) are designated “scenic roadways.” Parcels-~~
24 ~~adjacent to these rights-of-way shall be the subject of specific sign controls in the~~
25 ~~LDC.~~

26
27 ~~MOB 1.5.6 1.4.16 **Proposed Transportation Corridors.** Escambia County shall~~
28 ~~will make efforts to inform the public about the location of proposed~~
29 ~~transportation corridors. Such proposed transportation corridors are to be initially~~
30 ~~designated in this section, the adopted TPO’s Cost Feasible Plan, the proposed~~
31 ~~or adopted County Capital Improvement Plan, or in any proposed or adopted~~
32 ~~Development of Regional Impact (DRI) or development plan. Transportation~~
33 ~~corridor protection regulations shall will be incorporated in the LDC.~~

34
35 ~~The Beulah Expressway is designated as a proposed transportation corridor.~~
36 ~~Maps and descriptions of the proposed north/south corridor and the east/west~~
37 ~~connecting corridors are on file as Exhibits A and B to Ordinance 2007-02D.~~

38
39 ~~**OBJ MOB 1.6 Automobile Use and Greenhouse Gas Reduction.**~~

40
41 ~~**Through encouraging compact, mixed and multi-use developments and**~~
42 ~~**alternative mode transportation strategies Escambia County shall strive to**~~
43 ~~**reduce average per capita Vehicle Miles Traveled (VMT) within the County,**~~
44 ~~**overall contributing to a reduction in automobile generated greenhouse**~~
45 ~~**gas (GHG) emissions, Reducing the County average annual per capita**~~
46 ~~**Vehicle Miles Traveled (VMT) by 2.0% annually starting in 2010 totaling a**~~
47 ~~**40% reduction by the year 2030, as compared to the FDOT 2008 baseline.**~~

1
2 **Escambia Average Annual Per Capita Vehicle Miles Traveled (VMT)**

3 Year Target Reductions
4 2010: 2008 Baseline (10,170 VMT)
5 2015: 10.0 percent decrease (9,150 VMT)
6 2020: 20.0 percent decrease (8,140 VMT)
7 2025: 30.0 percent decrease (7,120 VMT)
8 2030: 40.0 percent decrease (6,100 VMT)

9
10
11 **POLICIES**

12
13 **MOB 1.6.1 Funding Research for VMT Reduction.** Escambia County shall
14 seek funding to support advocacy and research regarding VMT reduction,
15 including establishing ongoing VMT modeling and monitoring on a County-wide
16 basis and for development projects.

17
18 **MOB 1.6.2 Vehicle Miles Traveled Reduction Strategies.** Through its Land
19 Development Code, Escambia County shall implement the following
20 transportation and travel mode strategies in a long term effort to reduce average
21 per capita Vehicle Miles Traveled (VMT) within the County:

- 22 a. Require developments of over 200 acres to provide a highly
23 interconnected system of complete streets (for pedestrians,
24 bicycles and vehicles) to encourage the reduction of automobile
25 use, trips and trip lengths.
26 b. Require developments of over 200 acres to provide a connected
27 network of pedestrian and bicycle facilities to promote biking and
28 walking within new developments and redeveloping areas.
29 c. Support appropriately located compact, high density mixed use
30 development within the Mid-West Sector Plan Overlay, Mixed-Use
31 Urban, Mixed-Use Suburban and Commercial future land use
32 districts.
33 d. Coordinate with the Florida Department of Transportation to
34 improve traffic management on State roads to reduce the
35 aggregate time spent at traffic signals.
36 e. Provide expedited development review to developments that can
37 show, at project build-out, a 20% increased automobile trip internal
38 capture using accepted FDOT methodologies or an average annual
39 per person VMT that is 20% less than the Escambia County
40 average, based upon most recent FDOT data.

41
42 **GOAL MOB 2 TRANSIT**

43
44 Escambia County shall will encourage the provision and use of a safe, efficient,
45 and financially feasible mass transit transportation system, which is responsive to
46 the community's needs, consistent with land use policies, and environmentally
47 sound and that promotes economic opportunity and energy conservation.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

OBJ MOB 2.1 Bus Fleet

Ensure safe and efficient operation of the bus fleet.

POLICIES

MOB 2.1.1 Fleet Replacement. Escambia County Area Transit (ECAT) ~~shall~~will replace the bus fleet at 10 years or 500,000 miles, as recommended by the Federal Transit Administration. The ECAT Map Series is attached herein to this Plan as Exhibit H.

MOB 2.1.2 Preventative Maintenance. ECAT ~~shall~~will conduct preventative maintenance of the bus fleet according to the preventive maintenance plan.

OBJ MOB 2.2 Mass Transit and Growth Patterns

Operate an efficient and accessible fixed route mass transportation service in support of the projected growth patterns of the service area while maintaining or increasing ECAT’s operating ratio.

POLICIES

MOB 2.2.1 Route Modernization. ECAT ~~shall~~will modernize service from the existing radial route system into a modified grid system to improve efficiency.

MOB 2.2.2 Service Area Adjustments. ECAT ~~shall~~will realign or adjust existing routes to provide service to areas requiring service while at the same time reducing service to lower-use areas in order to provide more efficient service to more riders at comparable cost.

MOB 2.2.3 LOS Standard. ECAT ~~shall~~will establish and maintain a mass transit LOS standard as measured by a 60-minute maximum period of wait throughout the current areas and hours of service.

MOB 2.2.4 Transportation Development Plan. ECAT ~~shall~~will consider and/or implement recommendations contained within the current transportation development plan.

MOB 2.2.5 Transportation Development Plan Implementation. Upon completion of the TPO Transit Development Plan Update, Escambia County will amend the comprehensive plan to address (1) the establishment of land use and site design guidelines in public transit corridors, which will assure the accessibility of new development to public transit; (2) the establishment of numerical indicators against which the achievement of mobility goals can be measured; and (3) coordination with the Future Land Use element, which will encourage land

1 uses that promote public transportation.

2
3 **MOB 2.2.6 Marketing Strategy.** ECAT ~~shall~~will develop marketing strategies to
4 maximize the advertisement program within fiscal constraints.

5
6 **MOB 2.2.7 User Fee/Fare Policy.** ECAT ~~shall~~will develop a fare policy to
7 provide for routing fare increases in order to ensure the transit riders pay a fair
8 share of costs (user fee policy).

9
10 **OBJ MOB 2.3 Annual Review of Transit System**

11
12 **Provide for an efficient and safe transit system for all users.**

13 **POLICIES**

14 **MOB 2.3.1 Annual Operation Review.** ECAT ~~shall~~will annually review the
15 operation (i.e., bus routes, maintenance procedures, etc.) of the normal mass
16 transit system and the paratransit system to identify and correct deficiencies of
17 those operations.

18
19 **MOB 2.3.2 Annual Facilities Review.** ECAT ~~shall~~will provide for the annual
20 review and maintenance of all mass transit and paratransit facilities, with the
21 exception of the bus fleet, to ensure that buildings and other related facilities are
22 in proper working order and are supporting the continued efficiency of the
23 operations.

24
25 **OBJ MOB 2.4 Mass Transit ROW**

26
27 **Designate and protect future mass transit rights-of-way and corridors.**

28 **POLICIES**

29 **MOB 2.4.1 Consistency Review.** ECAT ~~shall~~will provide for the review of the
30 future mass transit map prior to the issuance of any land use certificate to
31 determine if development would conflict with any existing or future mass transit
32 rights-of-way or corridors as approved by the BCC.

33
34 **MOB 2.4.2 Special Review Process.** ECAT ~~shall~~will develop a special review
35 and approval mechanism for any land use certificate that is found to be in conflict
36 with existing or future mass transit rights-of-way or corridors approved by the
37 BCC.

38
39 **OBJ MOB 2.5 Handicapped Services**

40
41 **Provide service to the handicapped as required by U.S. Department of**
42 **Transportation Regulation 49 CFR Part 27 and to other transportation**
43 **disadvantaged persons.**

1
2
3 **POLICIES**
4

5 **MOB 2.5.1 Paratransit System Support.** ECAT ~~shall~~will contract or otherwise
6 provide for the coordinated paratransit system to fulfill the federal requirements
7 for transporting handicapped passengers and ~~shall~~will contract or otherwise
8 provide for the system to fulfill federal requirements for transporting
9 handicapped passengers.

10
11 **MOB 2.5.2 Vehicle Rehabilitation.** ECAT ~~shall~~will provide assistance to the
12 coordinated system by rehabilitating vehicles or other similar programs that will
13 support their efforts.

14
15 **MOB 2.5.3 Service Improvements.** In order to continually improve services,
16 education and individual transit training for disabled passengers and volunteer
17 companions should be provided.

18
19 **GOAL 3 PORTS**
20

21 **Escambia County ~~shall~~will advocate and promote the economic viability of**
22 **port operations in Escambia County consistent with the balanced**
23 **utilization of transportation facilities, natural resources, and available**
24 **waterfront land.**

25
26 **OBJ MOB 3.1 Port Facilities**
27

28 **Support the operation and expansion as necessary for port facilities**
29 **through intergovernmental coordination and in a manner consistent with**
30 **the goals, objectives, and policies in the Future Land Use, Coastal**
31 **Management, and Conservation Elements of this plan.**
32

33 **POLICIES**
34

35 **MOB 3.1.1 Coordinated Support.** Escambia County ~~shall~~will support continued
36 port operation and/or development coordination with appropriate agencies, both
37 governmental and private, recognizing that port facilities in Escambia County are
38 within the planning jurisdiction of the City of Pensacola.

39
40 **MOB 3.1.2 Consistency with Plan.** Escambia County ~~shall~~will support the
41 activities of port facilities to the extent consistent with the goals, objectives, and
42 policies contained in the Future Land Use, Coastal Management, Conservation,
43 and Mobility Elements.

44
45 **MOB 3.1.3 Industrial Land Use Designation.** Escambia County ~~shall~~will
46 consider port facilities in Escambia County to be water-dependent or water-
47 related industrial land uses. Any such facilities located within the jurisdiction of
48 Escambia County ~~shall~~will be considered as industrial land uses on the FLUM.

1
2 **MOB 3.1.4 Port and Navigation Projects.** Escambia County ~~shall~~will support
3 projects, which serve to maintain or expand port operations or navigation to the
4 extent that such projects meet all applicable permit requirements and standards,
5 consistent with appropriate objectives and policies in the Future Land Use,
6 Coastal Management, and Conservation Elements. The County ~~shall~~will
7 advocate for federal and state public works programs and projects that provide
8 funding for such projects.
9

10 **OBJ MOB 3.2 Access to Port Facilities**

11
12 **Ensure that surface transportation access to port facilities is properly**
13 **integrated with the traffic circulation portion of this element and with other**
14 **modes of surface and water transportation.**
15

16 **POLICIES**

17
18 **MOB 3.2.1 Public-Private Coordination.** Escambia County ~~shall~~will coordinate
19 with appropriate public and private sector agencies to provide adequate access
20 to port facilities.
21

22 **MOB 3.2.2 Coordinated Intermodal Transportation.** Escambia County ~~shall~~
23 will encourage and support the balanced intermodal management of surface and
24 water transportation through coordination of roadway, rail, and port facilities.
25

26 **OBJ MOB 3.3 Coastal Conservation and Port Services**

27
28 **Promote balanced utilization of coastal areas and resources consistent**
29 **with sound conservation principles and the need for the continued**
30 **provision of port services.**
31

32 **POLICIES**

33
34 **MOB 3.3.1 Resource Impact Mitigation.** Escambia County ~~shall~~will coordinate
35 with the City of Pensacola to ensure mitigation of adverse structural and
36 nonstructural impacts upon adjacent natural resources consistent with applicable
37 permit requirements.
38

39 **MOB 3.3.2 Qualified County Support.** Escambia County ~~shall~~will advocate
40 only those port maintenance and expansion projects that meet applicable permit
41 requirements and environmental standards.
42

43 **GOAL MOB 4 AVIATION FACILITIES**

44
45 **Escambia County ~~shall~~will provide public aviation facility services**
46 **sufficient to meet current and future economic development and passenger**
47 **needs and protect naval aviation facilities.**

1
2 **OBJ MOB 4.1 Airport Master Plan**

3 **Support the implementation activities set forth in the adopted airport**
4 **master plan for the Pensacola Gulf Coast Regional Airport as directed by**
5 **the BCC.**

6
7 **POLICIES**

8
9 **MOB 4.1.1 Coordinated Land Uses.** Escambia County ~~shall~~will coordinate
10 adjacent land uses with the City of Pensacola and the airport master plan to
11 provide development patterns that are compatible with airport development.
12

13 **MOB 4.1.2 Incompatible Development.** Escambia County ~~shall~~will enforce
14 adopted land development regulations that restrict the height, density and
15 intensity of development in areas adjacent to the airport boundaries and clear
16 zones to ensure that incompatible land uses will not be allowed to encroach on
17 airport facilities and hinder airport activities.

18
19 **MOB 4.1.3 County Review.** Escambia County ~~shall~~may review and comment
20 on proposed airport development and/or expansion that may impact the County.
21

22 **MOB 4.1.4 Stormwater Management.** Escambia County ~~shall~~will work with the
23 City of Pensacola and Florida Department of Environmental Protection (FDEP) to
24 ensure that adequate stormwater management techniques are provided for
25 existing and future airport development.
26

27 **OBJ MOB 4.2 Naval Aviation Facilities**

28
29 **Evaluate development proposals for property located within the**
30 **established AIPD overlays of the existing Naval aviation facilities within**
31 **Escambia County to ensure compatibility and to protect airfield facilities**
32 **from encroachment of incompatible land uses. The Naval aviation facilities**
33 **in Escambia County are of significant value to the County, and protecting**
34 **these important economic resources requires the prevention of the**
35 **development of airfield hazards and incompatible land uses.**

36
37 **POLICIES**

38
39 **MOB 4.2.1 Airfield Influence Planning Districts.** To promote an orderly
40 transition and the rational organization of land uses; protect the health, safety,
41 and welfare of the public; and maintain the mission of the military facilities,
42 Escambia County establishes AIPD overlays over and around each of the
43 military aviation facilities within Escambia County.

44 The Navy will designate a representative from NAS Pensacola and from NAS
45 Whiting Field to function as ex officio members of the Escambia County
46 Development Review Committee (DRC) as a part of the regular DRC process.

47
48 ~~MOB 4.2.2 Development Plan Review.~~ The Navy shall designate a

1 representative from NAS Pensacola and from NAS Whiting Field to function as
2 ex-officio members of the Escambia County Development Review Committee
3 (DRC). As part of the regular DRC process the County will forward the weekly
4 DRC agenda to the Navy designee. When a development is proposed within the
5 AIPD overlay areas, the County will include a copy of the submitted development
6 plans. The Navy designee will review the development plans for land use
7 compatibility with the Navy mission in relation to proposed structure height,
8 density and intensity of land use and will submit comments to County staff to be
9 forwarded to the applicant.

10
11 **MOB 4.2.3 Military Representation.** Pursuant to Section 163.3175, Florida
12 Statutes, a representative of the military installations located within Escambia
13 County shall be placed on the Planning Board as an ex-officio, nonvoting
14 member. The Navy's Planning Board representative shall coordinate with the
15 Navy Base Commanding Officers to review and comment on all proposed
16 Comprehensive Plan and LDC amendments that would affect the intensity,
17 density or use of the land within the AIPDs. The comments shall address the
18 impacts such proposed Comprehensive Plan or LDC changes may have on the
19 mission of the military installations. They shall include:

- 20
21 a. Whether such proposed changes will be incompatible with the
22 safety and noise standards contained in the Air Installations
23 Compatible Use Zones (AICUZs) study adopted by the military
24 installation for that airfield or the AIPD adopted by the County for
25 that airfield;
26 b. Whether such changes are incompatible with the findings of the
27 Joint Land Use Study (JLUS) for the area;
28 c. Whether the military installation's mission will be adversely
29 affected by the proposed actions of the County.

30
31 **MOB 4.2.24 JLUS Amendment.** Needs of the Navy may be identified that
32 require an amendment to the completed JLUS. When a determination is made
33 that such an amendment is desirable, the Commanding Officer is encouraged to
34 provide information concerning any community planning assistance grants that
35 may be available to the County through the Department of Defense, Office of
36 Economic Adjustment.

37
38 **MOB 4.2.35 Interlocal Agreement.** An interlocal agreement to determine the
39 details of the coordination between the Navy and Escambia County shall ~~shall~~ will
40 include, but not be limited to, the individual responsibilities of the County and the
41 Navy; the method by which the Navy will appoint a Planning Board
42 representative; the length of the term of appointment; the details of the
43 coordination required to produce, receive and transmit any Navy comments to
44 the State; establish who will be responsible for forwarding the comments; the
45 method by which the Navy will apprise the County of any available grants and
46 the details to be reported on the Annual Report on Comprehensive Plan
47 Implementation. The Military Interlocal Agreement became effective September

1 2003.

2 MOB 4.2.~~46~~ **County-Navy Coordination.** Escambia County ~~shall~~will coordinate
3 with the Navy to effectively regulate land uses in areas covered by the AIPD
4 overlays and the AICUZ to support the Navy's aviation mission while protecting
5 the private property rights of the land owners.

6
7 MOB 4.2.~~57~~ **Compliance Monitoring.** Escambia County ~~shall~~will monitor
8 development in the AIPDs for compliance with the JLUS recommendations and
9 AICUZ study requirements. Rezoning to a higher density will be discouraged.
10 The compatibility requirements will be revised as the mission of the military
11 facility changes or removed if the facility closes.
12

13 MOB 4.2.~~68~~ **Encroachment Control Planning.** Escambia County ~~shall~~will
14 utilize information provided by the Navy, such as the AICUZ Study Program
15 Procedures and Guidelines (OPNAVINST 11010.36C) or approved successor
16 and Aircraft Noise Survey, together with the recommendations of the JLUS when
17 developing plans to control the encroachment of incompatible development in the
18 vicinity of Naval Air Station Pensacola and Navy Outlying Landing Fields Saufley
19 and Site 8, to ensure protection of each installation's aviation mission.
20

21 MOB 4.2.~~79~~ **Infrastructure Impact Report.** A formal information exchange
22 between the County, FDOT, Emerald Coast Utilities Authority (ECUA), and other
23 utility service providers in the area will be established to explore the growth-
24 inducing impacts of utility expansion and infrastructure improvements within the
25 AIPD overlay areas in relation to the JLUS recommendations. Annual reporting
26 of the status of the planned utility expansion and infrastructure improvements will
27 be included in the Comprehensive Plan Implementation Annual Report.
28

29 MOB 4.2.~~840~~ **Annual Assessment.** Pursuant to ~~Section 163.3191(n)~~ Florida
30 Statutes and beginning in Fiscal Year 2004/2005, the County ~~shall~~will conduct
31 an annual assessment of the effectiveness of the criteria adopted pursuant to
32 ~~Section 163.3177(6)(a)~~, Florida Statutes, in achieving compatibility with military
33 installations in areas designated as AIPDs. This assessment ~~shall~~will be based
34 on a compilation of data for the calendar year and ~~shall~~will compare the current
35 year's development with the previous years' development relevant to the
36 following in each AIPD:
37

- 38 a. Single-family residential building permits in each AIPD area
39 based on the number of permits issued and broken down
40 by APZ and AIPD area.
- 41 b. Number of residential units (high density) approved and
42 permitted.
- 43 c. Extension of sewer and water lines in the AIPD Overlay areas as
44 reported by ECUA (or relevant potable water distributors).
- 45 d. Number of units approved in preliminary and final subdivision
46 plats.
- 47 e. Number of site plans for commercial projects approved.
- 48 f. Number of communication towers approved.

- 1 g. Number of variances and/or conditional use requests and
- 2 approvals.
- 3 h. Number of rezoning requests/approvals.
- 4 i. Number of future land use amendments.

5

6 The intent is to measure the increase or decrease in residential development
7 activity within the AIPDs to determine the effectiveness of the measures adopted
8 to control residential density and encourage commercial development, as
9 recommended by the JLUS. The County ~~shall~~will review the collected data to
10 ensure
11 compliance with the intent of the JLUS recommendations. In addition, an
12 analysis of the collected data over a period of time will assist in determining what
13 future changes may be required to enhance or improve the County's efforts to
14 control encroachment on the military installations. The reports ~~shall~~will be
15 included in the Annual Comprehensive Plan Implementation Report and ~~shall~~will
16 be further analyzed for inclusion in the Evaluation and Appraisal of the
17 Comprehensive Plan required every seven years.

1 **Chapter 9 Housing Element.**

2
3 The purpose of the Housing Element is to provide guidance for the development
4 of safe, sanitary, and affordable housing for all residents of Escambia County. In
5 particular, the goals, objectives, and policies contained in this element are
6 intended to identify and address current and future deficits in the provision of
7 moderate, low, and very low income housing, group homes, foster care facilities,
8 and housing for those with special needs. In addition, this element is intended to
9 provide guidance to public and private sector housing providers, as well as to
10 the residents of Escambia County, regarding the redevelopment of existing
11 neighborhoods, removal of substandard housing, relocation assistance, and
12 critical housing assistance programs.

13
14 **GOAL HOU 1 PROVISION OF HOUSING**

15
16 **Escambia County ~~shall~~will provide safe, sanitary, and affordable**
17 **housing for the current and future residents of the County.**

18
19 **OBJ HOU 1.1 Housing Delivery Process**

20
21 **Provide guidance and direction to both the public and private sectors to**
22 **assist in the provision of adequate housing that varies in type, density,**
23 **size, tenure, ownership, cost, and location.**

24
25 **POLICIES**

26
27 **HOU 1.1.1 Residential Areas.** The Escambia County FLUM and zoning maps
28 ~~shall~~will identify areas suitable for residential development and/or
29 redevelopment.

30
31 **HOU 1.1.2 Site Development Criteria.** The LDC ~~shall~~will include site
32 development criteria for all housing types, including affordable and special
33 needs housing.

34
35 **HOU 1.1.3 Permitting Process.** The LDC ~~shall~~will include an efficient and
36 reasonable permitting process for residential development. This process ~~shall~~
37 will include the use of checklists and referrals to appropriate regulatory
38 agencies.

39
40 **HOU 1.1.4 Adequate Infrastructure.** To assure the sustainability of residential
41 communities, Escambia County ~~shall~~will require new residential development to
42 locate where adequate infrastructure is available.

43
44 **HOU 1.1.5 Mixed-use Development.** Escambia County ~~shall~~will encourage
45 mixed- use development, which places housing within close proximity to non-
46 residential opportunities, such as retail and employment centers.

1 HOU 1.1.6 **Ownership Types.** Escambia County ~~shall~~will recognize the need to
2 provide a mix of ownership types, including for-sale and rental units, to meet the
3 diverse needs of County residents.

4 HOU 1.1.7 **Housing Types.** Escambia County's Future Land Use Element and
5 LDC ~~shall~~will provide for a mix of housing types, including, but not limited to,
6 single- family residential, multi-family residential, mobile and manufactured
7 homes, live- work units, accessory dwellings, and other residential types that
8 vary in density, size, cost and location.

9
10 **OBJ HOU 1.2 Affordable Housing**

11
12 **Assure the provision of safe, sanitary and affordable housing for moderate,**
13 **low, and very low income residents.**

14
15 **POLICIES**

16
17 HOU 1.2.1 **Definition.** Escambia County ~~shall~~will define affordable housing as
18 housing with costs, including monthly rents or mortgage payments, taxes,
19 insurance, and utilities, not exceeding 30 percent of the amount that represents
20 the percentage of the median adjusted gross annual income for the households
21 in Florida Statutes as amended.

22 ~~residential dwelling units with monthly rents or mortgage payments (including~~
23 ~~taxes and insurance) that do not exceed 30 percent of median annual gross~~
24 ~~income for the following households:~~

25
26 a. ~~Moderate Income Household: 81-120 percent of area median~~
27 ~~family income~~

28 b. ~~Low Income Household: 51-80 percent of area median income~~

29 c. ~~Very Low Income Household: 0-50 percent of area median~~
30 ~~income~~

31
32 HOU 1.2.2 **Location.** Escambia County ~~shall~~will allow the location of affordable
33 housing in any residential FLUM category provided that the housing is
34 compatible with all applicable rules and regulations of the LDC.

35
36 HOU 1.2.3 **Development Types.** Escambia County ~~shall~~will promote
37 affordable housing opportunities by allowing cluster developments, zero-lot line
38 developments, planned unit developments, and other types of housing layouts
39 that may reduce the cost of individual dwelling units.

40
41 HOU 1.2.4 **Mobile or Manufactured Home Location.** ~~Escambia County shall~~
42 ~~designate areas on both the FLUM and Zoning maps that are suitable for the~~
43 ~~location of mobile or manufactured homes.~~ Escambia County will encourage the
44 use of modular homes, mobile, and/or manufactured as a type of housing as
45 defined by Florida Statutes within the appropriate zoning and FLU categories.

46
47 **OBJ HOU 1.3 Special Needs Housing**

1 **Ensure adequate housing opportunities are available in residential areas or**
2 **areas of residential character to accommodate citizens with special needs.**

3 **POLICIES**

4
5 HOU 1.3.1 **Location Criteria.** The LDC ~~shall~~will include criteria guiding the
6 location of housing for group homes, foster care facilities, and households with
7 special needs.

8
9 HOU 1.3.2 **Compatible Zoning.** Escambia County ~~shall~~will allow foster
10 care facilities and group homes, housing six or fewer residents, in any
11 residential zoning category. Group homes, housing seven or more
12 residents, may be located in any medium density, high density or mixed-use
13 category.

14
15 HOU 1.3.3 **Senior Needs.** Escambia County ~~shall~~will encourage the
16 development of accessible and affordable senior housing within close proximity to
17 support services and public infrastructure.

18
19 **OBJ HOU 1.4 Existing Neighborhoods and Redevelopment**

20
21 **Protect the character of existing residential neighborhoods, provide**
22 **opportunities for redevelopment, and infill development and reduce the**
23 **number of substandard housing units through the continued**
24 **implementation of structural and aesthetic improvement programs such**
25 **as but not limited to: preservation and infill, regulation enforcement,**
26 **construction inspection, improvement aid, unsafe building abatement,**
27 **substandard home removal, infrastructure improvement, and rental units**
28 **and housing stock conservation/rehabilitation.**

29
30 **POLICIES**

31
32 ~~HOU 1.4.1 **Preservation and Infill.** The LDC shall include standards that~~
33 ~~maintain existing neighborhood character while allowing compatible infill~~
34 ~~development.~~

35
36 ~~HOU 1.4.2 **Regulation Enforcement.** Escambia County shall implement~~
37 ~~strategies that enhance enforcement of existing regulations (i.e., abandoned~~
38 ~~property regulations, litter regulations, sign regulations, etc.), which maintain the~~
39 ~~aesthetics of existing residential areas.~~

40
41 ~~HOU 1.4.3 **Construction Inspection.** The LDC shall contain provisions for~~
42 ~~inspection procedures during the construction and reconstruction of residential~~
43 ~~units.~~

44
45 ~~HOU 1.4.4 **Improvement Aid.** Escambia County shall continue to allocate loan~~
46 ~~and grant assistance to moderate, low and very low income homeowners to aid~~
47 ~~in the improvement of substandard dwelling units.~~

1 ~~HOU 1.4.5 **Unsafe Building Abatement.** Escambia County shall enforce the~~
2 ~~Unsafe Building Abatement Ordinance, which requires the removal of housing~~
3 ~~stock with structural deficiencies.~~

4 ~~HOU 1.4.6 **Substandard Home Removal.** Escambia County shall report~~
5 ~~annually the number of substandard homes removed as a result of code~~
6 ~~enforcement actions and Neighborhood Enterprise Foundation, Inc. (NEFI)~~
7 ~~programs.~~

8
9 ~~HOU 1.4.7 **Infrastructure Improvements.** Escambia County shall continue its~~
10 ~~efforts, through the Community Redevelopment Agency (CRA), to complete the~~
11 ~~activities necessary to improve the infrastructure in specified redevelopment~~
12 ~~neighborhoods.~~

13
14 ~~HOU 1.4.8 **Rental Units.** Escambia County shall support the acquisition,~~
15 ~~rehabilitation and/or development of rental units, by the private sector and local~~
16 ~~Community Housing Development Organizations (CHDOs), for occupancy by~~
17 ~~moderate, low and very low income families meeting the occupancy criteria of~~
18 ~~Title 24 of the Code of Federal Regulations (CFR), Part 92.~~

19
20 ~~HOU 1.4.9 **Housing Stock Conservation/Rehabilitation.** Escambia County's~~
21 ~~housing agencies and the CRA shall continue to administer programs that further~~
22 ~~the conservation or rehabilitation of existing housing stock.~~

23 24 **OBJ HOU 1.5 Relocation Assistance**

25
26 **Provide housing assistance, including relocation housing for persons**
27 **displaced by public programs, projects or housing rehabilitation.**

28 29 **POLICIES**

30
31 HOU 1.5.1 **Grants.** Escambia County shall will pursue grants to provide for
32 relocating moderate, low, and very low income persons displaced during the
33 housing rehabilitation process.

34
35 HOU 1.5.2 **County Policy.** Escambia County shall will utilize its "Relocation
36 Policy" that was developed in compliance with Public Law 93-383 (The Housing
37 and Community Development Act of 1974) and adopted by the BCC on
38 November 28, 1988, including any revisions thereto.

39 40 **OBJ HOU 1.6 Housing Programs**

41
42 **Continue implementation of critical housing programs.**
43 **Implementation shall will include, but not be limited to, County/Private**
44 **partnerships, County/City partnerships, private non-profit, and technical**
45 **assistance providers.**

1 **POLICIES**

2 HOU 1.6.1 **Program Information.** Escambia County ~~shall~~will continue its housing
3 outreach program to assure dissemination of housing information.

4
5 HOU 1.6.2 **Non-discrimination.** Escambia County ~~shall~~will enforce its
6 nondiscrimination policies and provisions so as to ensure access to housing
7 opportunities by all segments of the County’s population.

8
9 HOU 1.6.3 **Low-Interest Mortgage Loans.** Escambia County ~~shall~~will
10 cooperate with appropriate local, state and federal agencies to facilitate bond-
11 backed low- interest mortgage loans for homes purchase by qualified individuals
12 or families.

13
14 HOU 1.6.4 **Housing Finance Authority.** Escambia County ~~shall~~will participate
15 with the Escambia County Housing Finance Authority (HFA) in the issuance of
16 bonds to provide low interest mortgage loans for home purchases by qualified
17 families.

18
19 HOU 1.6.5 **Neighborhood Enterprise Foundation Reports.** Escambia County
20 ~~shall~~will receive, review, and respond to the annual reports produced by the
21 Neighborhood Enterprise Foundation, Inc. (NEFI) or other designated authority
22 as such reports relate to this comprehensive plan and/or the provision of safe,
23 sanitary, and affordable housing for all citizens of Escambia County.

24
25 HOU 1.6.6 **State and Federal Assistance.** Escambia County ~~shall~~will
26 participate in affordable housing programs as made available by the state,
27 federal, or other appropriate agencies.
28 ~~the following programs or any replacement or supplemental programs, which~~
29 ~~may be developed by state, federal or other appropriate agencies:~~

- 30
31 a. ~~HUD Section 8 Rental Voucher Program existing housing~~
32 ~~program, for rent supplements to qualified low-income families;~~
33 b. ~~The Community Development Block Grant (CDBG) Program;~~
34 c. ~~The Consolidated Plan pursuant to the Cranston-Gonzalez~~
35 ~~National Affordable Housing Act;~~
36 d. ~~The Home Investments Partnership Program (HOME); and~~
37 e. ~~The State Housing Initiatives Partnership (SHIP) Program,~~
38 ~~among others.~~

39
40 HOU 1.6.7 **Neighborhood Enterprise Foundation.** Escambia County ~~shall~~will
41 provide assistance, through NEFI, to provide affordable homeownership
42 opportunities for moderate, low, and very low income homebuyers.

43
44 HOU 1.6.8 **SHIP Fund Initiatives.** Escambia County ~~shall~~will use State
45 Housing Initiatives Partnership (SHIP) Program funds to expand and/or enhance
46 ongoing activities designed to develop new affordable housing initiatives

1 conforming to the statutory requirements of Chapter 420, Florida Statutes. Such
2 funds may be used to:

- 3 a. Provide local cash match for federal or state housing programs
4 such as HOME, Housing Opportunities for People Everywhere
5 (HOPE), McKinney Act Programs, Florida Housing Finance
6 Corporation (FHFC) programs, etc.;
- 7 b. Provide down-payment assistance, construction subsidies,
8 mortgage reduction, mortgage interest rates subsidies, and/or
9 direct mortgage loans to moderate, low and very-low income
10 families;
- 11 c. Provide appropriately targeted grants and loans in support of
12 moderate and substantial rehabilitation/preservation of substandard
13 housing owned and/or occupied by low and very-low income
14 families;
- 15 d. Support the availability and enhancement of emergency home
16 repair assistance for low and very-low income families;
- 17 e. Provide assistance for construction or rehabilitation of housing
18 designed to address families with special needs; and
- 19 f. Utilize funds to supplement existing and future FHFC, Escambia
20 County HFA, and/or Florida Department of Economic Opportunity
21 (FDEO) affordable housing projects undertaken for the benefit of
22 lower income families within the County.

23
24 ~~HOU 1.6.9 **County-Private Partnerships.** Escambia County shall seek~~
25 ~~partnerships with private and non-profit organizations in an effort to improve~~
26 ~~coordination among participants involved in housing production and delivery. In~~
27 ~~particular, the County shall continue its partnerships with nonprofit housing~~
28 ~~providers, such as Community Enterprise Investments, Inc., Circle Inc. and~~
29 ~~Habitat for Humanity.~~

30
31 ~~HOU 1.6.10 **County-City Partnerships.** Escambia County, in partnership with~~
32 ~~the City of Pensacola, shall ensure the continued administration of the HUD~~
33 ~~Section 8 Rental Voucher Program, intended to aid eligible families and~~
34 ~~individuals in acquiring safe, sanitary and affordable housing.~~

35
36 ~~HOU 1.6.11 **Florida Housing Coalition.** Escambia County shall participate with~~
37 ~~the Florida Housing Coalition (FHC) so as to provide opportunities for low cost~~
38 ~~home ownership for families meeting eligibility requirements.~~

39 40 **OBJ HOU 1.7 Data and Monitoring**

41
42 **Escambia County shall will continually monitor the success of its housing**
43 **objectives and policies.**

44 45 **POLICIES**

46
47 **HOU 1.7.1 Housing Inventory.** Escambia County shall will collect housing

1 inventory data every five years during the as required by state, federal, or other
2 appropriate agencies. update to the individual CRA plans.

3 HOU 1.7.2 **Special Needs Housing.** Escambia County shall will update
4 inventories of providers of special needs housing (group and foster homes,
5 facilities for the homeless, etc.) on an annual basis, including quantity and
6 location.
7

8 ~~HOU 1.7.3 **EAR Housing Review.** Escambia County shall review its regulatory-~~
9 ~~and permitting process and evaluate changes necessary to improve the public-~~
10 ~~and private sector housing delivery process. The review shall be concurrent with~~
11 ~~state-mandated Evaluation and Appraisal Reports (EARs). During each review,~~
12 ~~opportunities for involvement of the County with private sector providers shall be~~
13 ~~analyzed.~~

14
15 HOU 1.7.34 **Annual Housing Review.** Escambia County shall will examine its
16 housing needs and implementation activities annually so as to maintain up-to-
17 date information on the housing delivery process program and the success of
18 prior activities.
19

20 **OBJ HOU 1.8 Energy Efficient Housing.**

21
22 **Escambia County shall will encourage energy efficiency in the design and**
23 **construction of new residential housing.**
24

25 **POLICIES**

26
27 HOU 1.8.1 **Energy Efficient Incentive Programs.** The County, ~~by 2012,~~ shall
28 will develop an incentive program to encourage residential construction that
29 meets the energy efficiency criteria as governed by the Florida Building Code of
30 ~~the United States Green Building Council (USGBC) Leadership in Energy and~~
31 ~~Environmental Design (LEED) rating systems, Florida Green Building Coalition~~
32 ~~(FGBC) certification, US Environmental Protection Agency (EPA) Energy Star~~
33 ~~program, or a similar third-party green building certification.~~ The incentive
34 program may include educational materials, expedited permitting, and/or public
35 recognition.
36

37 HOU 1.8.2 **No Prohibition for Energy Conservation.** The County shall will not
38 prohibit the use of energy-efficient or alternative-energy practices for residences,
39 such as photovoltaic panels, passive solar orientation of buildings, or strategic
40 placement of landscaping materials to reduce energy consumption.
41

42 ~~HOU 1.8.3 **Energy Efficiency Enforcement.** The County shall continue to~~
43 ~~enforce the minimum energy efficiency requirements of the Florida Building~~
44 ~~Code.~~
45

1 **Chapter 10 Infrastructure Element.**

2
3 The purpose of the Infrastructure Element is to provide guidance in the provision
4 of services necessary to accommodate existing and future development in a way
5 that is environmentally sensitive, efficient, and cost-effective. Included within this
6 Element are goals, objectives, and policies regarding potable water provision,
7 wastewater treatment, solid waste disposal, stormwater management, and
8 aquifer protection. The adequate provision of these services is intended to
9 promote orderly growth within areas best suited to accommodate development;
10 protect sensitive natural resource systems and rural and agricultural areas; and
11 preserve the public health, safety, and general welfare of Escambia County’s
12 citizens.

13
14 **GOAL INF 1 WASTEWATER**

15
16 **Escambia County shallwill ensure the provision of environmentally safe**
17 **and efficient wastewater collection, treatment, and disposal concurrent with**
18 **the demand for such services.**

19
20 **OBJ INF 1.1 Provision of Wastewater Service**

21
22 **Ensure the safe and efficient provision of wastewater services through**
23 **coordination with service providers, maximized use of existing facilities,**
24 **maintenance of appropriate levels of service, correction of existing**
25 **deficiencies, and protection of natural resources.**

26
27 **POLICIES**

28
29 **INF 1.1.1 Service Agreements.** Wastewater service shallwill be provided at
30 established levels of service within Escambia County consistent with the
31 Interlocal Agreements between the County and the ECUA, the Escambia County
32 Utilities Authority Act, Chapter 2001-324, Laws of Florida, and agreements with
33 other wastewater providers.

34
35 **INF 1.1.2 Provider Consistency with Plan.** Escambia County shallwill
36 coordinate with ECUA and other providers relative to their capital
37 improvements and program formulation to assure consistency with this
38 Comprehensive Plan.

39
40 **INF 1.1.3 Effluent Disposal.** Escambia County shallwill cooperate with and
41 assist appropriate regulatory agencies and central sewer systems to provide for
42 additional techniques and methods for effluent disposal so as to improve the
43 ability of ECUA (and other providers) to obtain the requisite permits for treatment
44 upgrades and capacity expansions as they become necessary.

45
46 **INF 1.1.4 Required Septic Tank Retirement.** Escambia County shallwill, in
47 coordination with the Escambia County Health Department and wastewater

1 service providers, require all onsite sewage treatment and disposal system (i.e.,
2 septic tank) users to connect to an available central sewer system within the
3 times prescribed by ~~Section 381.00655~~, Florida Statutes. Sewer availability ~~shall~~
4 will also be as defined in Florida Statutes.

5
6 ~~INF 1.1.5 **Service Location Principles.** Public wastewater services shall be~~
7 ~~located in a manner that minimizes their cost and negative impacts on the~~
8 ~~natural environment and maximizes their efficiency. Escambia County will~~
9 ~~cooperate, assist, and encourage the service providers to provide wastewater~~
10 ~~service within the urbanized areas, and to limit extensions of wastewater~~
11 ~~infrastructure into rural areas.~~

12
13 ~~INF 1.1.6 **Package Treatment Plants.** Escambia County shall encourage~~
14 ~~owners of package treatment plants not in compliance with Florida Department of~~
15 ~~Environmental Protection (FDEP) permit requirements to connect their systems~~
16 ~~to the ECUA regional system where available. Package plants will be permitted~~
17 ~~in rural areas when such plants are necessary to protect the health and safety of~~
18 ~~citizens or to preserve important resources.~~

19
20 INF 1.1.57 **Coordination on System Expansions.** Escambia County ~~shall~~will
21 coordinate with ECUA and other wastewater service providers on the extensions
22 of sanitary sewer collection lines and the siting or increase in capacity of
23 wastewater treatment facilities to meet future needs.

24
25 INF 1.1.68 **Concurrency Management.** Escambia County ~~shall~~will ensure the
26 maintenance of LOS standards through the implementation of the County's
27 Concurrency Management System and consistency with the Capital
28 Improvements Element.

29
30 INF 1.1.79 **Level of Service (LOS) Standards.** Average LOS standard for
31 wastewater service is 210 gallons per residential connection per day, and the
32 peak LOS ~~shall~~will be 350 gallons per residential connection per day. For
33 nonresidential uses, the LOS requirements ~~shall~~will be based upon an
34 Equivalent Residential Connection (ERC), as may be recalculated by the service
35 provider from time to time, and on the size of the nonresidential water meter.
36 Escambia County ~~shall~~will continue to work with the water providers to ensure
37 that adequate capacity is available.

38
39 INF 1.1.840 **Facility Funding.** The construction, maintenance, and operation of
40 facilities will be the responsibility of ECUA or other service providers and funded
41 by user fees, special assessments, developer contributions, and state or federal
42 grants or other means. Escambia County may consider additional funding
43 mechanisms as appropriate.

44
45 INF 1.1.944 **LOS Monitoring.** Escambia County ~~shall~~will monitor
46 development to ensure that the LOS standards are maintained concurrent
47 with development, consistent with the Capital Improvements Element.
48

1 INF 1.1.1012 **LOS Evaluation and Revision.** By December 2014, Escambia
2 County ~~shall~~will develop a report evaluating the current LOS standard for
3 wastewater service provision. This report ~~shall~~will examine alternative LOS
4 standards and establish a five-year plan to achieve and maintain a LOS that is
5 sufficient to meet the County's projected needs. Upon completion of this report,
6 recommendations for revisions to adopted LOS standards and other related
7 policies identified within this report ~~shall~~will be adopted as amendments to the
8 plan. ~~within 18 months~~. The LOS will be maintained before, during, and after the
9 study period. The purpose of the proposed study is to evaluate and, if
10 necessary, revise the current LOS standards for potable water and wastewater.

11
12 INF 1.1.1113 **Required New Service Connection.** All new structures intended
13 for human occupancy ~~shall~~will connect to the ECUA wastewater system unless
14 ECUA has determined that it is not feasible to provide wastewater service to the
15 proposed structures. Those structures not required to connect to the ECUA
16 wastewater system ~~shall~~will not be issued a building permit until the applicant
17 has obtained the appropriate permit from the Health Department.

18 19 **GOAL INF 2 SOLID WASTE**

20
21 **Escambia County ~~shall~~will ensure the provision of environmentally safe**
22 **and cost-effective solid waste collection and disposal concurrent with the**
23 **demand for such services.**

24 25 **OBJ INF 2.1 Provisions of Solid Waste Services**

26
27 **Ensure the safe and efficient provision of solid waste services through**
28 **coordination with service providers, maximized use of existing landfill**
29 **facilities, maintenance of appropriate levels of service, promotion of**
30 **recycling and reuse, and protection of natural resources.**

31 32 **POLICIES**

33
34 INF 2.1.1 **Facility Funding.** The construction, maintenance, and operation of
35 solid waste facilities will be funded by user fees.

36
37 INF 2.1.2 **Perdido Landfill Operation.** Escambia County ~~shall~~will provide and
38 operate the Perdido Landfill so as to accommodate the municipal solid waste
39 disposal needs of the entire County.

40
41 INF 2.1.3 **Perdido Landfill Expansion.** Escambia County ~~shall~~will acquire
42 property adjacent to the Perdido Landfill so as to accommodate the long-term
43 expansion of the facility and provide solid waste disposal capacity for future
44 generations.

45
46 INF 2.1.4 **Level of Service (LOS) Standards.** The LOS standard for solid waste
47 disposal ~~shall~~will be 6 pounds per capita per day.

1 INF 2.1.5 **Concurrency Management.** Escambia County ~~shall~~will continuously
2 monitor growth and development to ensure that the LOS standard is maintained
3 concurrent with development, consistent with the Capital Improvements Element.

4
5 INF 2.1.6 **LOS Evaluation and Revision.** ~~By December 2014,~~ Escambia County
6 ~~shall~~will develop a report evaluating the current LOS standard for solid waste
7 service provision. This report ~~shall~~will examine alternative LOS standards and
8 establish a five-year plan to achieve and maintain a LOS that is sufficient to meet
9 the County's projected needs. Upon completion of this report, recommendations
10 for revisions to adopted LOS standards and other related policies identified within
11 this report ~~shall~~will be adopted as amendments to the Escambia County
12 Comprehensive Plan. ~~within 18 months.~~

13
14 INF 2.1.7 **Recycling Program.** Escambia County ~~shall~~will cooperate with
15 ECUA, franchised haulers and other entities involved in the collection or
16 generation of solid waste and recycling of waste products as well as in the
17 continued development and implementation of a recycling program within the
18 County. It is the goal of Escambia County to comply with the statewide goal of
19 reducing the amount of recyclable solid waste disposed of in waste management
20 facilities, landfills, or incineration facilities by at least 75 percent by 2020.
21 Henceforth, Escambia County will continue its public education and information
22 campaigns aimed at informing the general public and specific solid waste
23 generators of the benefits of recycling and other techniques designed to improve
24 the useful life of the municipal solid waste management facilities within the
25 County.

26
27 ~~INF 2.1.8 **Recycling Education.** Escambia County shall continue its public~~
28 ~~education and information campaigns aimed at informing the general public and~~
29 ~~specific solid waste generators of the benefits of recycling and other techniques~~
30 ~~designed to improve the useful life of the municipal solid waste management~~
31 ~~facilities within the County.~~

32 33 **GOAL INF 3 STORMWATER MANAGEMENT**

34
35 **Escambia County ~~shall~~will ensure the provision of environmentally safe**
36 **and efficient stormwater management concurrent with the demand for**
37 **such services.**

38 39 **OBJ INF 3.1 Provision of Stormwater Management**

40
41 **Ensure the safe and efficient provision of stormwater management through**
42 **maximized use of existing facilities, maintenance of appropriate levels of**
43 **service, correction of existing deficiencies, and protection of natural**
44 **resources.**

1 **POLICIES**

2
3 **INF 3.1.1 Existing Deficiencies.** Escambia County ~~shall~~will not issue
4 development permits for projects that fail to meet the design and performance
5 criteria for correcting existing deficiencies, as defined by the LDC.
6

7 **INF 3.1.2 County System Improvements.** Escambia County ~~shall~~will continue
8 its practice of enhancing localized and regional drainage systems to increase
9 the LOS associated with development prior to current stormwater management
10 requirements.
11

12 **INF 3.1.3 Maintenance and Inspection.** Escambia County ~~shall~~will continue its
13 periodic inspection and maintenance program of stormwater control structures to
14 insure the proper functioning of such structures.
15

16 **INF 3.1.4 Stormwater Management Enforcement.** Escambia County ~~shall~~will
17 continue enforcement of its stormwater management ordinance, consistent with
18 the Capital Improvements Element and in cooperation with the municipalities and
19 regulatory agencies, pursuant to the detailed guidance provided by Escambia
20 County's stormwater management plan.
21

22 ~~INF 3.1.5 Vegetated Drainage Swales.~~ Where soil conditions permit, Escambia
23 County may allow the use of vegetated swales on all new roadways and
24 drainage rights-of-way.
25

26 ~~INF 3.1.6 Facility Improvement Planning.~~ Escambia County shall utilize the
27 best available information contained in the 1994 Stormwater Management Plan
28 and its subsequent updates to assist in the planning of capital stormwater
29 projects. The goal of the project planning shall be to retrofit existing areas of the
30 County to as near to current stormwater levels of service as possible. Updated
31 information shall be added to the stormwater management plan as funding
32 allows, to support development and allow planning staff to plan for the future and
33 minimize or eliminate facility deficiencies.
34

35 **INF 3.1.57 Concurrency Management.** Escambia County ~~shall~~will ensure the
36 provision of stormwater management facilities concurrent with the demand for
37 such facilities as created by development or redevelopment through
38 implementation of the Concurrency Management System.
39

40 **INF 3.1.68 Developer Responsibilities.** Installation of stormwater
41 management facilities made necessary by new development ~~shall~~will be the
42 responsibility of the developer.
43

44 **INF 3.1.79 Level of Service (LOS) Standards.** Stormwater management LOS
45 will be monitored through the provisions in the LDC design standards.
46 ~~standards shall be considered met if the application includes a stormwater~~
47 ~~management plan certified by a registered and licensed professional engineer~~

1 documenting the project's design, and subsequent construction is in compliance
2 with the adopted LOS standard and such plan has been reviewed, inspected and
3 approved by the County Engineer or designee. The minimum standards are to
4 contained within the LDC.

5
6 a. The post development run-off rate shall not exceed the pre-
7 development run-off rate for a 25-year storm event, up to and
8 including an event with greatest intensity. However, the County
9 Engineer may reduce detention/retention storage requirements for
10 developments that provide a direct discharge of treated stormwater
11 to the Gulf of Mexico, Escambia Bay, Pensacola Bay, or Perdido
12 Bay.

13 b. Compliance with environmental resource permitting and other
14 stormwater design and performance standards of the Florida
15 Department of Environmental Protection and Northwest Florida
16 Water Management District as prescribed in the Florida
17 Administrative Code.

18 c. The contribution of the new development to any existing,
19 functioning area-wide drainage system shall not degrade the ability
20 of the area-wide system to adequately retain/detain/store and
21 control stormwater run-off.

22 d. The design and construction for all major channels of stormwater
23 systems under arterial and collector roads shall be predicated upon,
24 and designed to control stormwater from, at least a 100-year storm
25 event.

26
27 **INF 3.1.840 Natural Drainage Features.** Existing functioning drainage features
28 shall will be utilized whenever sufficient capacity is available within such features.
29 Utilization of natural drainage features shall will be required when such use does
30 not impact sensitive natural resources. The LDC shall will include land use
31 regulations that require site-specific development plans to protect natural
32 drainage features and incorporate such features into the site planning and
33 development process.

34
35 **INF 3.1.944 Untreated Stormwater.** Channeling untreated run-off directly into
36 receiving waters shall will be prohibited. Thus, no new "direct" discharge of
37 untreated stormwater shall will be permitted. Note: For the purposes of this plan,
38 adequate vegetative filtration of sheet flow from pervious surfaces may be
39 considered treatment.

40 **GOAL INF 4 POTABLE WATER**

41
42
43 **Escambia County shall will ensure the provision of environmentally safe**
44 **and efficient potable water procurement, treatment, and distribution**
45 **concurrent with the demand for such services.**

46 47 **OBJ INF 4.1 Provision of Potable Water Service**

1 **Ensure the safe and efficient provision of potable water services through**
2 **coordination with service providers, maximized use of existing facilities,**
3 **maintenance of appropriate levels of service, correction of existing**
4 **deficiencies, water conservation, and protection of natural resources.**

5
6 **POLICIES**

7
8 **INF 4.1.1 Service Agreements.** Potable water service ~~shall~~will be provided at
9 established levels of service within Escambia County consistent with the
10 Interlocal Agreement between the County and ECUA, the Escambia County
11 Utilities Authority Act, and franchise agreements between Escambia County
12 and other water service providers that were in operation on August 1, 1981.

13
14 **INF 4.1.2 Cooperation with Service Providers.** Escambia County ~~shall~~will
15 cooperate with the various water service providers to provide for the timely and
16 efficient provision of potable water facilities or to correct facility deficiencies.

17
18 **INF 4.1.3 Existing Facility Utilization.** The LDC ~~shall~~will contain provisions,
19 regulations, and incentives to encourage new development to utilize existing
20 potable water facilities and systems to serve the needs of the development.

21
22 **INF 4.1.4 Concurrency Management.** Escambia County ~~shall~~will ensure the
23 provision of potable water facilities concurrent with the demand for such facilities
24 but no later than the certificate of occupancy, as created by development or
25 redevelopment through the implementation of the Concurrency Management
26 System.

27
28 **INF 4.1.5 Facility Funding.** All costs for potable water facilities ~~shall~~will be the
29 responsibility of the service providers and ~~shall~~will be funded by user fees,
30 special assessments, developer contributions, and state or federal grants or other
31 means. Escambia County may consider additional funding mechanisms as
32 appropriate.

33
34 **INF 4.1.6 Developer Responsibility.** The cost of water line extensions made
35 necessary by new development ~~shall~~will be the responsibility of the developer
36 unless otherwise funded by the service provider.

37
38 **INF 4.1.7 Level of Service (LOS) Standards.** The LOS standard for potable
39 water service within Escambia County ~~shall~~will be 250 gallons per residential
40 connection per day. For non-residential uses, the LOS requirements ~~shall~~will be
41 based upon an Equivalent Residential Connection (ERC) to be calculated by the
42 service provider at the time of application. Escambia County ~~shall~~will continue to
43 work with the water providers to ensure that adequate capacity is available.

44
45 **INF 4.1.8 LOS Compliance Agreements.** Escambia County ~~shall~~will implement
46 the Interlocal Agreement between Escambia County and the ECUA and ~~shall~~will
47 execute agreements with the other entities providing water service in the

1 unincorporated areas of Escambia County to establish procedures for assurance
2 of compliance with LOS standards.

3
4 **INF 4.1.9 LOS Evaluation and Revision.** ~~By December 2014,~~ Escambia County
5 shall will develop a report evaluating the current LOS standard for potable water
6 service provision. This report ~~shall will~~ examine alternative LOS standards and
7 establish a five-year plan to achieve and maintain a LOS that is sufficient to meet
8 the County's projected needs. Upon completion of this report, recommendations
9 for revisions to adopted LOS standards and other related policies identified within
10 this report shall will be adopted as amendments to the Plan ~~within 18 months.~~

11
12 **INF 4.1.10 Conservation and Monitoring.** Escambia County ~~shall will~~ promote
13 conservation of potable water resources and periodically monitor per-capita
14 water consumption to confirm decreases over the planning time frame.

15
16 **INF 4.1.11 Mandated Conservation Measures.** Escambia County ~~shall will~~
17 require compliance with all state and federal mandated water conservation
18 measures.

19
20 **INF 4.1.12 Area of Water Resource Concern.** An area of water resources
21 concern may be established by the Northwest Florida Water Management
22 District (NFWMD) to protect the areas water resources from depletion, salt
23 water intrusion, or contamination or from any other activity that may substantially
24 affect the quality or quantity of the area's water resources. Within such area, the
25 NFWMD may establish lower permit thresholds, maximum and minimum
26 levels, and stipulate any limiting conditions as necessary to monitor, manage,
27 and control the use of water. Escambia County shall will cooperate with the
28 NFWMD in its enforcement of regulations if an area of water resources
29 concern is established within Escambia County.

30
31 **INF 4.1.13 Additional Conservation Opportunities.** Escambia County ~~shall~~
32 will implement water conservation measures for County owned and operated
33 facilities. These measures may include, but not be limited to, the use of
34 reclaimed water for irrigation and the use of drought tolerant landscaping. In
35 addition, the County ~~shall will~~ explore opportunities for establishing and
36 coordinating water conservation programs with local potable water providers.

37 38 **GOAL INF 5 AQUIFER RECHARGE PROTECTION**

39
40 **Escambia County ~~shall will~~ protect and provide for the rainfall recharge of**
41 **the sand and gravel aquifer, the principal source of the County's potable**
42 **water.**

43 44 **OBJ INF 5.1 Aquifer Protection**

45 **Utilize LDC provisions, state funding, aquifer modeling, and other tools and**
46 **resources to safeguard the long-term integrity of the sand and gravel**
47 **aquifer.**

1 **POLICIES**

2
3 In compliance with Florida Statutes and local regulations the following will be
4 addressed through state required and local permits: groundwater recharge
5 protection, abandoned wells, and wellhead protection.
6

7 ~~INF 5.1.1 **Groundwater Recharge Protection.** Escambia County shall, through~~
8 ~~LDC provisions, protect groundwater recharge quantity and quality by regulating~~
9 ~~lot coverage, extent of impervious surfaces, land uses, open space and~~
10 ~~stormwater management throughout the County.~~

11
12 ~~INF 5.1.2 **Abandoned Wells.** Escambia County shall cooperate with the~~
13 ~~NWFWMD to obtain state funding for an abandoned well plugging program,~~
14 ~~including requests to the legislature to fund the program. Further, Escambia~~
15 ~~County and its officials shall notify the NWFWMD anytime information becomes~~
16 ~~available to the County regarding the location, or possible location, of an~~
17 ~~abandoned well. County officials shall immediately communicate the location of~~
18 ~~any abandoned well to the NWFWMD so that the district may initiate appropriate~~
19 ~~actions.~~

20
21 ~~INF 5.1.3 **Wellhead Protection.** Wellhead protection zones shall be located~~
22 ~~based in part upon the most current NWFWMD three-dimensional sand and~~
23 ~~gravel aquifer computer model. Compliance with design and performance~~
24 ~~standards pursuant to Chapter 62.532 Florida Administrative Code, is required to~~
25 ~~adopt FDEP minimum wellhead protection standards. The Potable Wells-~~
26 ~~Wellhead Protection Areas Map is attached herein to this ordinance as Exhibit I.~~

27
28 ~~INF 5.1.4 **Cooperation.** Escambia County shall cooperate with ECUA, the City of~~
29 ~~Pensacola and the NWFWMD in the use and application of the three-dimensional~~
30 ~~sand and gravel aquifer computer model and use the results of the model in the~~
31 ~~protection of public potable water wells and wellfields. The method of cooperation~~
32 ~~between Escambia County and the other agencies will be embodied within an~~
33 ~~Interlocal Agreement.~~

34
35 ~~INF 5.1.5 **Development Review.** Escambia County shall employ the three-~~
36 ~~dimensional sand and gravel aquifer computer model in reviewing applications~~
37 ~~for development approval in areas with public potable water system wells as~~
38 ~~defined by statute.~~

1 **Chapter 11 Coastal Management Element.**

2
3 The purpose of the Coastal Management Element is to address both the natural
4 hazards and the natural resources particular to Escambia County as a coastal
5 county. The element establishes the necessary protection from hazards, including
6 limiting public expenditures that subsidize development in areas subject to natural
7 disasters. Additionally, the element ensures an orderly and balanced utilization of
8 coastal zone resources that conserves and restores their quality.

9
10 **GOAL COA 1 HAZARD MITIGATION**

11
12 **Escambia County shallwill reduce the exposure of people and property to**
13 **natural hazards and limit public expenditures in coastal areas subject to**
14 **destruction by natural disaster.**

15
16 **OBJ COA 1.1 General Hazard Mitigation**

17
18 **Reduce the exposure of people and property to natural hazards.**

19 **POLICIES**

20 COA 1.1.1 **Building Code.** Escambia County shallwill, through adoption of the
21 Florida Building Code, regulate the construction, alteration, use, maintenance
22 and other aspects of buildings and structures to minimize the exposure to wind,
23 flood, fire and other hazards.

24
25 COA 1.1.2 **Flood Hazard Maps.** Escambia County shallwill, through LDC
26 provisions and adoption of the County Flood Insurance Study with
27 accompanying Flood Insurance Rate Maps (FIRM), regulate land use and
28 development within areas of special flood hazard identified by the Federal
29 Emergency Management Agency (FEMA).

30
31 COA 1.1.3 **Flood Elevation.** Escambia County shallwill, as supported by
32 federal emergency management regulations (Title 44, Code of Federal
33 Regulations (CFR) 60.1) and the County's experience of significant flood hazard
34 events, require additional height above the base flood elevation to more
35 effectively reduce the exposure of people and property to losses from flood
36 hazards.

37
38 COA 1.1.4 **Beach and Dune Systems.** The County shallwill protect and
39 enhance the primary dune system. ~~The LDC shall contain provisions requiring~~
40 ~~dune protection and shall specifically require the planting of sea oats by new~~
41 ~~development in primary dune areas. dune enhancement projects shall through~~
42 ~~the local hazard mitigation strategy. Dune enhancement projects may include the~~
43 ~~planting of native salt tolerant dune vegetation, installation of sand fences,~~
44 ~~beach/dune renourishment, and other similar activities that assure the existence,~~
45 ~~integrity and function of dunes.~~

1 COA 1.1.5 **Stormwater Management.** Escambia County ~~shall~~will, through LDC
2 provisions and periodic drainage basin studies, improve existing public
3 stormwater management systems and assure the provision of adequate drainage
4 facilities concurrent with the demand for such facilities to reduce the exposure of
5 people and property to flood hazards.

6
7 COA 1.1.6 **Wastewater Systems.** Escambia County ~~shall~~will, through LDC
8 provisions and coordination with sanitary sewer providers, expand
9 environmentally safe and efficient wastewater collection, treatment and disposal
10 systems, especially in developed areas where elimination of septic tanks may
11 improve public health and safety through reduced contamination of surface water
12 and groundwater resources.

13
14 COA 1.1.7 **Future Land Use and Zoning.** Escambia County ~~shall~~will, through
15 FLU categories, zoning districts, and LDC provisions, regulate land use and
16 development to reduce the exposure of people and property to natural
17 hazards.

18
19 COA 1.1.8 **Mitigation Strategy.** Escambia County ~~shall~~will, particularly through
20 the Local Mitigation Strategy (LMS), coordinate with other local and regional
21 governing and regulating authorities, private and civic organizations, and others
22 with interest in mitigation strategies and initiatives, to reduce the exposure of
23 people and property to natural hazards.

24
25 COA 1.1.9 **Emergency Management.** Escambia County ~~shall~~will update and
26 implement its Comprehensive Emergency Management Plan, utilizing best
27 available information and data, including recommendations and guidance
28 provided in the Northwest Florida Hurricane Study (U.S. Army Corps of
29 Engineers, July 1999), the Escambia County Hurricane Evacuation Clearance
30 Time Model prepared by PBS&J, subsequent revisions to these, and other
31 appropriate sources as they become available.

32
33 COA 1.1.10 **Report Recommendations.** Escambia County ~~shall~~will
34 incorporate recommendations from various interagency hazard mitigation
35 reports, as practical.

36 37 **OBJ COA 1.2 Coastal High-Hazard Area**

38
39 **Direct population concentrations away from coastal high-hazard areas,**
40 **limiting development within those areas and any public expenditure that**
41 **subsidizes development there.**

42 43 **POLICIES**

44
45 COA 1.2.1 **Establishment and Adoption.** The Coastal High-Hazard Area
46 (CHHA) of Escambia County ~~shall~~will be established as “the area below the
47 elevation of the Category 1 Storm Surge Line as established by a Sea, Lake, and

1 Overland Surges from Hurricane (SLOSH) computerized storm surge model.”
2 Escambia County adopted the CHHA Map as the delineation of the CHHA and
3 will use the most current SLOSH model to maintain the map. The CHHA Map is
4 attached herein to this Plan as Exhibit J.

5
6 **COA 1.2.2 Expenditure Limits.** Public expenditures within the CHHA ~~shall~~will
7 be limited to the provision or support of recreation uses (i.e., parks),
8 improvements required to increase public beach access, erosion control devices
9 and infrastructure necessary to correct pre-existing deficiencies.

10
11 **COA 1.2.3 Facilities Criteria.** Escambia County ~~shall~~will not place new public
12 facilities within the CHHA unless the following criteria are met:

- 13
14 a. The facility is necessary to protect human lives or preserve
15 important natural resources; and
16 b. The service provided by the facility cannot be provided at
17 another location outside the CHHA; and
18 c. The facility is designed to provide the minimum capacity
19 necessary to meet LOS standards for its service area and its
20 sizing is consistent with the densities and intensities reflected
21 on the FLUM.

22
23 **COA 1.2.4 Infrastructure Inventory.** Escambia County ~~shall~~will maintain an
24 inventory of infrastructure located within the CHHA. ~~The 1995 report on coastal~~
25 ~~infrastructure shall be updated annually. The Comprehensive Plan~~
26 ~~Implementation Committee shall produce a report for consideration by the~~
27 ~~Escambia County Board of County Commissioners (BCC) that presents~~
28 ~~opportunities to relocate or replace such infrastructure.~~

29
30 **COA 1.2.5 Prohibited Uses.** Escambia County ~~shall~~will, through LDC
31 provisions, prohibit the location of new group homes, nursing homes, or other
32 uses that have special evacuation requirements in the CHHA.

33
34 **COA 1.2.6 Mobile Home Development.** The Escambia County ~~shall~~will,
35 through LDC provisions, not allow new mobile home developments within the
36 CHHA.

37
38 **COA 1.2.7 Post-disaster Assessment.** Escambia County staff ~~shall~~will, as part
39 of the post-disaster review of a hurricane or other major storm event, reassess
40 the current and future populations within the CHHA and provide
41 recommendations to the BCC, as needed, within 12 months of the storm event.

42
43 **OBJ COA 1.3 Population Evacuation**

44
45 **Maintain the capability to promptly and safely evacuate people from hazard**
46 **prone areas in the event of an impending hurricane or other natural**

1 **disaster.**

2
3 **POLICIES**

4
5 COA 1.3.1 **Evacuation Zones.** Escambia County ~~shall~~will establish and
6 maintain hurricane evacuation zones based on storm intensity categories.

7
8 COA 1.3.2 **Infrastructure Improvements.** Escambia County ~~shall~~will, by
9 ordinance, provide for funding sources for infrastructure improvements necessary
10 to meet hurricane evacuation standards including, but not limited to, the creation
11 of tax increment financing districts. Following the adoption of any such ordinance,
12 the Five-Year Schedule of Capital Improvements ~~shall~~will be amended to identify
13 the tax increment, or other financing funds allocated and available for each
14 infrastructure improvement. The identification and availability of such funding ~~shall~~
15 will be a prerequisite to approval of any development that requires an increase or
16 expansion of infrastructure.

17
18 COA 1.3.3 **Roadway Clearance Times.** Escambia County ~~shall~~will maintain a
19 12- hour roadway clearance time for hurricane evacuation to the nearest shelter
20 that is reasonably expected to accommodate existing residents, a percentage of
21 tourists, and any new residents that are expected from development approvals or
22 potential future land use amendments that increase density. Time to the nearest
23 shelter with adequate capacity ~~shall~~will be assessed based upon a Category 5
24 storm event as measured on the Saffir-Simpson scale.

25
26 COA 1.3.4 **Transportation Planning.** Escambia County ~~shall~~will support critical
27 roadway segment improvements through participation with the Florida-Alabama
28 Transportation Planning Organization (TPO) and interaction with the Florida
29 Department of Transportation (FDOT) to further reduce hurricane evacuation
30 times. The Evacuation Routes/Evacuation Zones Map is attached herein to this
31 Plan as Exhibit K.

32
33 COA 1.3.5 **Special Needs Evacuees.** Escambia County ~~shall~~will implement the
34 evacuation procedures for special needs evacuees as outlined in the
35 Comprehensive Emergency Management Plan. The Division of Emergency
36 Management will maintain a voluntary register of people who need assistance
37 during an evacuation as required by ~~Chapter 252,~~ Florida Statutes. The Division
38 of Emergency Management will ensure that an annually updated list of special
39 needs shelters is available and maintained at the Emergency Operations
40 Center.

41
42 COA 1.3.6 **Interstate Highway Improvements.** Escambia County ~~shall~~will
43 support improvements to the Interstate Highway System serving northwest
44 Florida. Specifically, the County ~~shall~~will support and encourage the construction
45 of a new segment of interstate connecting I-10 and I-65; however, the County's
46 support is contingent upon the location of the connecting segment being within or
47 in close proximity to Escambia County so as to provide improved hurricane

1 evacuation times from the County's coastal areas.

2
3 **COA 1.3.7 Coordination with Alabama.** Escambia County will continue yearly
4 intergovernmental coordination efforts with State of Alabama officials regarding
5 hurricane evacuation.

6
7 **COA 1.3.8 Development Impact Analysis.** The Comprehensive Plan
8 Implementation Annual Report ~~shall~~will include an analysis of proposed and
9 new developments' impact on hurricane evacuation times. The BCC, upon
10 receipt of the report from the LPA, will address any deficiencies identified in the
11 report and take corrective measures as necessary. The report and
12 recommendations will consider the actual development that has occurred during
13 the evaluation period (preceding 12 months) as well as the projected
14 development anticipated to be approved during the succeeding evaluation
15 period. The needed corrective actions by the BCC will maintain or reduce the
16 County's adopted roadway clearance time.

17
18 **COA 1.3.9 Development Orders.** All development order applications that
19 propose 50 or more dwelling and/or lodging units (on a one-time or cumulative
20 basis) within the CHHA ~~shall~~will be evaluated for impact to roadway evacuation
21 times to shelter. Additionally, through LDC provisions, the County may require
22 such evaluation of other developments based on the number and location of new
23 units proposed. Escambia County ~~shall~~will not issue a development order for a
24 project if it is determined that the proposed development would cause the
25 adopted roadway evacuation time for hurricane evacuation to shelter to be
26 exceeded. Hurricane evacuation times ~~shall~~will be evaluated based on all
27 existing and vested development in the County, including individual building
28 permits for buildings that are not part of a larger development plan approval.

29
30 **COA 1.3.10 Notifications.** Escambia County ~~shall~~will notify households of their
31 need to evacuate at various threat levels. Hotels, motels and other similar
32 facilities ~~shall~~will conspicuously post the need for evacuation, evacuation routes
33 and shelter locations.

34
35 **COA 1.3.11 Roadway Lane Changes.** Escambia County ~~shall~~will allow reverse
36 laning on multi-lane roadways and evacuation routes during evacuation events in
37 cooperation with public safety officials (Florida Highway Patrol, Escambia County
38 Sheriff's Office, Gulf Breeze and Pensacola Police Departments, etc.).

39
40 **COA 1.3.12 Shelter Locations.** The Escambia County Division of Emergency
41 Management ~~shall~~will identify appropriate shelter locations for evacuees. The
42 Division of Emergency Management ~~shall~~will work with the Escambia County
43 School District, the University of West Florida, Pensacola State College, and the
44 Northwest Florida Chapter of the American Red Cross (ARC) to identify
45 additional shelter capacity, based on ARC 4496 structural criteria, through
46 mitigation projects and the incorporation of enhanced hurricane protection areas
47 into new construction projects. The County may establish a County-wide fee to

1 pay for hurricane evacuation shelters and other necessary mitigation measures,
2 operational capabilities, and infrastructure necessary to maintain the adopted
3 hurricane evacuation LOS.

4
5 **COA 1.3.13 Adopted Routes.** Escambia County's Hurricane Evacuation Route
6 Map identifies the adopted hurricane evacuation routes.

7
8 **COA 1.3.14 Roadway Improvements.** Escambia County ~~shall~~will promote, to
9 the greatest extent possible, roadway improvements identified by state and local
10 transportation organizations as critical to hurricane evacuation.

11 12 **OBJ COA 1.4 Redevelopment**

13
14 **Reduce or eliminate unsafe conditions and inappropriate land use through**
15 **post-disaster redevelopment and as other opportunities occur.**

16 17 **POLICIES**

18
19 **COA 1.4.1 National Flood Insurance.** Escambia County ~~shall~~will participate in
20 the National Flood Insurance Program (NFIP) in conformance with Public Law
21 93- 288.

22
23 **COA 1.4.2 Post-Disaster Redevelopment Plan.** Escambia County ~~shall~~will
24 implement the Post Disaster Redevelopment Plan whose purpose is to reduce
25 or eliminate the exposure of human life and public and private properties to
26 natural hazards. Additionally, the plan distinguishes between immediate repair
27 and cleanup actions needed to protect public health and safety and long-term
28 repair and redevelopment activities. To assist with the implementation of this
29 policy, the County ~~shall~~will maintain an inventory of areas that have experienced
30 repeated damage from coastal storms. The County will use the inventory in
31 guiding and directing redevelopment activities, including those activities
32 associated with repairing or relocating infrastructure.

33
34 **COA 1.4.3 Priority Recovery Actions.** Escambia County ~~shall~~will give
35 permitting priority to immediate recovery actions needed to protect public health
36 and safety following hurricane storm events or natural disasters. Such priority
37 actions will include, but not be limited to, debris removal; roadway and
38 infrastructure repair; water use restrictions, if necessary; access restrictions, if
39 required to protect lives or property; and other similar activities needed to assure
40 the safe movement of people, goods and supplies within the impacted area.
41 Long-term repair or recovery actions, such as relocating infrastructure, rebuilding
42 of damaged structures and the like, will be distinguished from the short-term
43 actions herein described.

44
45 **COA 1.4.4 Structure Damage Criteria.** The Post Disaster Redevelopment Plan
46 ~~shall~~will be re-evaluated within one (1) year of a disaster or a minimum of every
47 five

- 1 (5) years if no disasters occur. The Post Disaster Redevelopment Plan will
2 provide a process and criteria for the relocation, removal or modification of
3 damaged structures. The criteria will include, but not be limited to:
- 4 a. Compliance with NFIP minimum elevation and
5 construction standards;
 - 6 b. Conformance with coastal construction standards pursuant to
7 ~~Chapter 161~~, Florida Statutes;
 - 8 c. Hazard mitigation sufficiency;
 - 9 d. Extent of damage;
 - 10 e. The impact the removal or modification of the structure would
11 have on:
 - 12 1. Important natural resources;
 - 13 2. Infrastructure;
 - 14 3. The need to protect lives and property;
 - 15 4. Financial feasibility; and
 - 16 f. Consistency with the requests, recommendations or permits
17 issued by state or federal regulatory agencies.

18
19 **COA 1.4.5 Public Safety Recommendations.** The Escambia County Public
20 Safety Official ~~shall~~will make recommendations to the BCC, as needed,
21 regarding Comprehensive Plan and LDC amendments to insure consistency
22 with the Comprehensive Emergency Management Plan and applicable inter-
23 agency hazard mitigation reports.

24
25 **COA 1.4.6 Intergovernmental Task Force.** An Intergovernmental Task Force,
26 as outlined in the Post Disaster Redevelopment Plan, ~~shall~~will foster
27 cooperation between local governments during pre-disaster planning, post-
28 disaster mitigation analysis, and redevelopment. Additionally, the task force will
29 be activated and mobilized for a minimum of 60 days following a disaster
30 declaration. The task force will make recommendations concerning pre-disaster
31 planning, post-disaster mitigation analysis, and redevelopment for inclusion in
32 the Comprehensive Plan Implementation Annual Report of every fiscal year
33 during which it was mobilized.

34
35 **COA 1.4.7 Local Mitigation Strategy.** Escambia County ~~shall~~will maintain and
36 update the adopted LMS (approved by FEMA in 2004) at five-year intervals. The
37 Planning Official ~~shall~~will ensure LMS coordination among the County's
38 Emergency Management, the Emergency Medical Services, 911
39 Communication, Fire
40 Services, law enforcement agencies, ARC, civic groups, other local, state, and
41 regional agencies and Escambia County planning staff to predict and assign
42 future responsibilities for pre-disaster planning, response, recovery, and
43 mitigation activities.

44 **OBJ COA 1.5 Levels of Service**

45
46 **Ensure that satisfactory LOS standards, consistent with Escambia County**
47

1 **Concurrency Management System, are maintained within the coastal area.**

2
3
4
5 **POLICIES**

6
7 **COA.1.5.1 Concurrency Management.** Escambia County will ensure that
8 required infrastructure is available to serve proposed development or
9 redevelopment in the coastal areas by implementing the concurrency
10 management system described in the Concurrency Management System
11 Element and implemented through the Infrastructure, Mobility and Capital
12 Improvement Elements.

13
14 **COA 1.5.2 Evacuation Requirements.** All proposed development or
15 redevelopment within the coastal area ~~shall~~will be consistent with safe
16 evacuation requirements established by this plan and the Escambia County LDC.

17
18 **GOAL COA 2 COASTAL RESOURCE PROTECTION**

19
20 **Escambia County ~~shall~~will maintain, restore, and enhance the overall**
21 **quality of the coastal environment, utilizing and preserving all coastal**
22 **resources consistent with sound conservation principles, including**
23 **restricting development activities.**

24
25 **OBJ COA 2.1 General Coastal Resource Protection**

26
27 **Protect, conserve, and enhance coastal ecosystems, environmentally**
28 **sensitive areas, water resources, living marine resources, remaining**
29 **coastal barriers, wildlife habitats and other natural coastal resources.**

30
31 **POLICIES**

32
33 **COA 2.1.1 Consistency with Plan.** In addition to the provisions of the Coastal
34 Management Element, the coastal ecosystems, environmentally sensitive areas,
35 water resources, living marine resources, remaining coastal barriers, wildlife
36 habitats, and other natural coastal resources of Escambia County ~~shall~~will be
37 protected, conserved and enhanced consistent with the goals, objectives and
38 policies of the Conservation Element of this plan.

39
40 **COA 2.1.2 Resource Monitoring.** Escambia County staff ~~shall~~will monitor the
41 resources referenced in Objective COA 2.1 and provide recommendations to the
42 BCC regarding their protection, conservation, and enhancement. Monitoring data
43 and recommendations ~~shall be included in the Comprehensive Plan~~
44 ~~Implementation Annual Report and~~ shall will include at least:

- 45
46 a. Changes in the total acreage of coastal wetlands and the extent
47 of coastal wetland communities;

- b. Changes in the volume of the commercial fish catch and the amount of fish and shellfish annually landed;
- c. Changes in acreage of protected land on barrier islands; and
- d. Changes in acreage of coastal lands held for conservation and recreation use.

COA 2.1.3 **Development Impact Limits.** Escambia County shall will, through LDC provisions and other measures, limit the specific and cumulative impacts of development or redevelopment upon the resources referenced in Objective COA 2.1.

~~COA 2.1.4 **Habitat Conservation.** Escambia County shall protect the habitat of protected species on Perdido Key through the development and implementation of a comprehensive Habitat Conservation Plan in coordination with the U.S. Fish and Wildlife Services (FWS) and the Florida Fish and Wildlife Conservation Commission (FFWCC). Until the Habitat Conservation Plan becomes effective, the County shall implement an existing Intergovernmental Coordination Agreement that requires permit coordination and mitigation for any habitat of a listed species that is taken.~~

COA 2.1.45 **Interlocal Agreements.** Escambia County shall will protect estuaries within the jurisdiction of the County and other local governments through Interlocal Agreements with the City of Pensacola, the City of Gulf Breeze, and Santa Rosa County. The agreements will establish procedures whereby each government will be afforded the opportunity to review development proposals that affect Escambia Bay, Santa Rosa Sound, East Bay or other water bodies deemed appropriate. The agreements shall will ensure that adequate sites for water dependent uses are made available, estuarine pollution is prevented, surface water runoff is controlled, living marine resources are protected, exposure to natural hazards is reduced and public access to the shorelines is maintained.

OBJ COA 2.2 Shoreline Use Protection

Preserve adequate shoreline for public access and recreational and commercial water-dependent and water-related uses.

POLICIES

COA 2.2.1 **Structure Setbacks.** Escambia County shall will require natural shorelines wherever possible. Development shall will be required to provide adequate setbacks for structures construction activities as required by LDC. ~~other than water-dependent/water-related and stormwater management. A minimum 15' setback is required for construction activities proposed along shorelines. The setback shall be measured from the mean high water line.~~

~~Exemptions: Bulkheads, gazebos, docks, walkways, piers, and boathouses may~~

1 ~~be constructed within this setback~~

2
3 **COA 2.2.2 Shoreline Siting Priorities.** Escambia County ~~shall~~will, through
4 zoning districts and LDC provisions, regulate shoreline land uses. Additionally,
5 the uses ~~shall~~will be limited to the following, listed in descending order of
6 priority:

- 7 a. Conservation or recreation;
- 8 b. Water-dependent commercial/industrial;
- 9 c. Residential;
- 10 d. Water-related commercial/industrial.

11
12 **COA 2.2.3 Waterfront Use Priorities.** Escambia County ~~shall~~will, through
13 zoning districts and LDC provisions, regulate the siting of water-dependent and
14 water- related commercial/industrial uses.

15
16 ~~Additionally, the uses shall be limited to the following, listed in descending~~
17 ~~order of priority:~~

- 18
- 19 ~~a. Public use marinas;~~
- 20 ~~b. Water dependent utilities;~~
- 21 ~~c. Water dependent industries and associated docking facilities;~~
- 22 ~~d. Docks for water dependent industry;~~
- 23 ~~e. Water related industries and associated docking facilities;~~
- 24 ~~f. Docks for water related industry.~~

25
26 **COA 2.2.4 Marina Siting Regulations.** Escambia County ~~shall~~will, through
27 LDC provisions, regulate the development of marinas and provide incentives to
28 exceed minimum standards, to resist the impacts of natural disasters and
29 minimize impacts to submerged aquatic vegetation and water quality.

30
31 **COA 2.2.5 Public Access.** Escambia County ~~shall~~will enforce the public access
32 requirements of the Coastal Zone Protection Act of 1985 and ~~shall~~will include
33 such requirements within the LDC.

34
35 **COA 2.2.6 County-Owned Sites.** Escambia County ~~shall~~will maintain
36 County- owned shoreline or open space access sites and provide adequate
37 parking facilities for each site.

38
39 **COA 2.2.7 Federal and State Assistance.** Escambia County ~~shall~~will seek all
40 available federal and state financial assistance to increase public access to the
41 shoreline.

42
43 ~~**COA 2.2.8 Alternative Public Access.** Escambia County's development review~~
44 ~~process shall consider impacts of development or redevelopment on publicly~~
45 ~~established access ways to the beach. Developments that would preclude such~~
46 ~~access shall not be approved unless a comparable alternative access way is~~

1 provided as a condition of development approval.

2
3 ~~COA 2.2.9 **Public Access Acquisition.** Escambia County shall will continue to~~
4 ~~seek opportunities to enhance the public access to water or waterways.~~
5 ~~continually coordinate with local real estate professionals to develop, prioritize~~
6 ~~and update a list of shoreline sites for potential public acquisition with the intent~~
7 ~~to obtain title, easements or other ownership interest in areas commonly used~~
8 ~~for public access.~~

9
10 COA 2.2.840 **Public Access Inventory.** Escambia County shall will maintain
11 and update on a two-year cycle an inventory of public beach access facilities,
12 including those in the coastal area, and periodically survey conditions at those
13 sites.

14
15 COA 2.2.944 **Publicly-Maintained Shoreline.** Escambia County shall will
16 provide public access to shoreline nourished at public expense. This access
17 shall will be provided at one-half mile intervals or less, as practical.

18 19 **OBJ COA 2.3 Beach and Dune Protection**

20
21 **Protect beaches and dunes and restore degraded beach and dune systems.**

22 **POLICIES**

23 COA 2.3.1 **Dune Protection and Enhancement.** Escambia County shall will
24 protect and enhance the primary dune and other dune systems as appropriate.
25 The County will seek funding for dune enhancement projects through the LMS.
26 Dune enhancement projects may include the planting of native salt-tolerant
27 vegetation, installation of sand fences, beach/dune nourishment, and other
28 similar activities that assure the existence, integrity, and function of dunes.

29
30 COA 2.3.2 **Shoreline Protection Zones.** Escambia County shall will establish
31 shoreline protection zones and preserve beaches, dunes, and other shoreline
32 resources. For all gulf-front properties, the protection zone shall will commence
33 at the mean high water line and run landward to the 1975 Coastal Construction
34 Control Line (CCCL). The County shall will regulate within the zone by requiring
35 a landward setback greater than or equal to the 1975 CCCL boundary for major
36 structures, minor structures, and uninhabitable major structures. ~~To prevent~~
37 ~~takings, Pensacola Beach gulf-front properties that have an insufficient building~~
38 ~~area to rebuild or redevelop may request a variance to allow reconstruction of a~~
39 ~~similar structure provided that intrusion into Shoreline Protection Zone is reduced~~
40 ~~to the maximum extent possible.~~

41
42 COA 2.3.3 **Beach and Shoreline Regulations.** Escambia County shall will
43 protect beach and shoreline systems. These regulating provisions shall will be
44 reviewed annually for the Comprehensive Plan Implementation Annual Report
45 and updated as necessary to address concerns and issues including, but not

1 limited to, the following:

- 2
- 3 a. "White Sand" regulations;
- 4 b. Shoreline protection zone;
- 5 c. CCCL-related regulations;
- 6 d. Dune replenishment, enhancement, and re-vegetation
- 7 programs;
- 8 e. Wetland and environmentally sensitive area regulations.
- 9

10 ~~COA 2.3.4 **Beach Nourishment Assistance.** Escambia County shall continue~~
11 ~~its practice of cooperating with, and encouraging, the U.S. Army Corps of~~
12 ~~Engineers (ACOE) and the Florida Department of Environmental Protection-~~
13 ~~(FDEP) to nourish public beaches using white sand made available by~~
14 ~~maintenance dredging of Pensacola Pass, the bays, bayous and/or sound, or~~
15 ~~other water bodies within or near Escambia County.~~

16

17 **COA 2.3.45 Beach Hardening Restrictions.** No hardening (seawalls, break
18 waters, revetments, etc.) of gulf beaches ~~shall~~will be allowed unless such
19 hardening has been determined to have an overriding public purpose. Such
20 determination, by necessity, will be made cooperatively between all regulatory
21 agencies having authority over the gulf beaches.

22

23 **COA 2.3.56 State and Federal Funds.** Through the LMS, Escambia County ~~shall~~
24 will jointly seek state or federal funding, for the development and establishment of
25 a "Dune Restoration and Protection Program" that will be applicable to all County-
26 owned shoreline areas.

27

28 **COA 2.3.67 Conservation and Recreation Future Land Use.** Escambia
29 County ~~shall~~will implement provisions applicable to the designated Recreation
30 (REC) and Conservation (CON) future land use areas on Santa Rosa Island and
31 Perdido Key that provide for public use and recreation while maintaining the
32 important natural features, functions, and habitats of the areas. The provisions
33 ~~shall~~will minimize the impacts of development on sensitive natural systems and
34 will include:

- 35
- 36 a. Prevention of motor vehicle traffic on beaches and dune areas,
- 37 excluding publicly authorized vehicles;
- 38 b. Prevention of destruction of native vegetation from beach
- 39 pedestrian traffic by providing boardwalks and dune
- 40 walkover structures;
- 41 c. Improvement of parking at high-use beach sites;
- 42 d. Placement of secure bicycle racks at beach sites to encourage
- 43 bicycle transportation;
- 44 e. The preparation and implementation of techniques needed to
- 45 protect established or identified nesting bird colonies,
- 46 including restrictions on public access to such nesting areas;
- 47 and

1
2
3
4

f. Limitations on public access or the provision of alternate routes in environmentally sensitive beach dune areas (i.e., dunes undergoing restabilization).

1 **Chapter 12 Conservation Element.**

2
3 The purpose of the Conservation Element is to ensure the protection of
4 Escambia County’s natural resources. The conservation and appropriate use of
5 these resources is critical to maintaining a high quality of life for County
6 residents and ensuring sustainable economic growth. The goals, objectives, and
7 policies of this element are intended to guide the management of air, water, soil,
8 mineral, vegetative, wildlife, and other natural resources in the fulfillment of this
9 purpose without County duplication of federal and state requirements.

10
11 **GOAL CON 1 RESOURCE MANAGEMENT**

12
13 **Escambia County shall will conserve, protect, and appropriately use all**
14 **natural resources.**

15
16 **OBJ CON 1.1 General Resource Management**

17
18 **Effectively manage the natural resources of Escambia County through**
19 **sound conservation principles.**

20
21 **POLICIES**

22
23 **CON 1.1.1 Environmentally Sensitive Lands.** Escambia County shall will
24 inventory the County's environmentally sensitive lands, as defined in Chapter 3,
25 Definitions. The Escambia County Wetlands Map and the Escambia County
26 Special Flood Hazard Areas Map are attached to this Plan as Exhibits L and M,
27 respectively.

28
29 **CON 1.1.2 Wetland and Habitat Indicators.** Escambia County has adopted and
30 will use the National Wetlands Inventory Map, the Escambia County Soils
31 Survey, and the FFWCC Land Satellite (LANDSAT) imagery as indicators of the
32 potential presence of wetlands or listed wildlife habitat in the review of
33 applications for development approval. The Escambia County Hydric Soils Map
34 is attached to this Plan as Exhibit N.

35
36 **CON 1.1.3 Resource Status Indicators.** Escambia County shall will utilize
37 surveys, sampling, and other available data sources to assess indicators of
38 natural resource gains or losses.

39
40 **CON 1.1.4 Species Diversity.** Escambia County shall will maintain and
41 enhance plant and animal species diversity and distribution within the County.

42
43 ~~CON 1.1.5 Open Space Minimums.~~ Escambia County shall provide incentives
44 ~~to exceed minimum standards to preserve or establish minimum open space~~
45 ~~within developments to ensure public health, safety, and welfare, to provide~~
46 ~~recreational and aesthetic benefits, and to accommodate groundwater recharge,~~
47 ~~tree canopy cover, wildlife habitat and other natural resource functions.~~

1 CON 1.1.~~56~~ **Natural Reservation Protection.** Escambia County shall will protect
2 existing natural reservations, as identified in the Recreation and Open Space
3 Element, or as may additionally be created by action of the federal, state, or
4 County government.

5
6 ~~CON 1.1.7 **Habitat Management.** Escambia County shall require a habitat
7 management plan for those lands identified as providing listed species habitat
8 within its jurisdiction. The habitat management plan shall be submitted and
9 approved by the wildlife agency or agencies having jurisdiction over the species
10 prior to the approval of the site plan or functional equivalent.~~

11
12 CON 1.1.~~68~~ **Habitat Protection.** Escambia County shall will coordinate with the
13 FDEP, FFWCC, and other state or federal agencies so as to provide the fullest
14 protection to marine or wildlife habitats that may be impacted by existing or
15 proposed development within the County. ~~The County shall provide to the
16 appropriate regulatory agencies copies of applications for development approval
17 anytime it is deemed that such development may impact fisheries, fishery
18 habitats, wildlife habitats and/or other regulated marine or wildlife resources.~~

19
20 CON 1.1.~~79~~ **Public Land Acquisition.** Escambia County shall will seek to
21 acquire additional areas for habitat protection and connected greenways. -
22 ~~develop and maintain a list of recommended areas for public acquisition. Such
23 areas will include, but not be limited to, habitat for protected species and parcels
24 that would further the establishment of connected greenways.~~

25
26 CON 1.1.~~84~~ **Public Land Restoration and Enhancement.** Escambia County
27 shall will continually work to restore and/or enhance degraded natural areas
28 within publicly owned lands. Restoration or enhancement may include such
29 activities as removal of nonnative vegetation, reforestation, shoreline or dune
30 restoration, or restoration of natural hydrology.

31 32 **OBJ CON 1.2 Air Resources**

33
34 **Maintain or improve ambient air quality to protect public health and the**
35 **environment.**

36 37 **POLICIES**

38
39 CON 1.2.1 **State and Federal Regulation.** Escambia County shall will, through
40 ~~LDC provisions,~~ require any development with emissions that may degrade air
41 quality to comply with all applicable federal and state regulations regarding
42 emission control.

43
44 ~~CON 1.2.2 **County Enforcement Responsibilities.** Escambia County shall
45 assist in the maintenance of air quality standards within its jurisdiction in
46 conformance with state and federal air quality guidelines. The County shall notify
47 the operator of any facility that is believed to be degrading air quality within the~~

1 County of such degradation. In addition, the County shall notify the appropriate
2 regulatory agency and encourage the agency to investigate the potential violation
3 of air quality standards and guidelines.

4
5 ~~CON 1.2.3 **Industrial Use Impacts.** Industrial land uses shall minimize their
6 negative impacts on air quality. When incompatible with neighboring or proximate
7 residential, conservation, or environmentally sensitive areas, industrial land uses
8 shall be directed to alternative sites where their impacts are minimized.~~

9
10 ~~CON 1.2.4 **County Vehicle Efficiency.** Escambia County shall establish a
11 program to replace County-owned vehicles conventionally powered with
12 gasoline or diesel fuel with higher efficiency hybrid vehicles or alternative fuel
13 (i.e., natural gas) vehicles.~~

14
15 ~~CON 1.2.5 **Open Burning Education.** Escambia County shall develop and
16 implement a program to educate the public regarding County and state laws
17 regulating open burning.~~

18
19 ~~CON 1.2.6 **Transportation Alternatives.** Escambia County shall support and
20 encourage carpooling, mass transit, non-motorized modes of transportation, and
21 other efforts to reduce fuel consumption and motor vehicle miles traveled.~~

22
23 ~~CON 1.2.7 **Motor Vehicle Pollution Reduction.** Escambia County shall
24 continually pursue measures to reduce air pollution from motor vehicles. This will
25 include minimizing waiting times at traffic lights, improving public transportation,
26 and other transportation demand management techniques as referenced in this
27 plan.~~

28 29 **OBJ CON 1.3 Surface Water Resources**

30
31 **Protect and improve the quality, biological health, and natural function of**
32 **all surface water systems to preserve their ecological and aesthetic**
33 **values.**

34 35 **POLICIES**

36
37 **CON 1.3.1 Stormwater Management.** Escambia County shall will protect
38 surface water quality by implementing the stormwater management policies of
39 the Infrastructure Element to improve existing stormwater management systems
40 and ensure the provision of stormwater management facilities concurrent with the
41 demand for such facilities.

42
43 **CON 1.3.2 Agriculture Management Practices.** To minimize the potential for
44 discharge of contaminants into water bodies designated as Outstanding Florida
45 Waters and Aquatic Preserves, Escambia County shall will coordinate with the
46 Natural Resource Conservation Service (NRCS), or other agencies as deemed
47 acceptable, to encourage Best Management Practices (BMPs) for agricultural

1 land uses, and include provisions within the LDC that would require all
2 agricultural land uses to implement these practices.

3
4 ~~CON 1.3.3 **Silviculture Management Practices.** Escambia County shall allow~~
5 ~~silviculture and unimproved pastures within wetland areas provided the activities~~
6 ~~follow the BMPs as outlined in the current Silviculture Best Management~~
7 ~~Practices publications (Florida Department of Agriculture and Consumer~~
8 ~~Services, Division of Forestry).~~

9
10 CON 1.3.34 **Monitoring and Recommendations.** Escambia County shall will
11 utilize FDEP's annual water quality assessment and other sources to monitor
12 surface water systems. Water quality ratings shall will be monitored for the
13 Escambia River, Pensacola Bay, Perdido Bay, and Perdido River basins and
14 other locations as appropriate. ~~Monitoring data and recommendations shall be~~
15 ~~included in the Comprehensive Plan Implementation Annual Report.~~

16
17 CON 1.3.45 **Studies and Programs.** Escambia County shall will support
18 existing studies and programs, and the funding of future studies and programs
19 that will determine water quality conditions, sediment conditions, sources of
20 contamination, and necessary actions to improve conditions of surface water
21 systems and their suitability for aquatic life. The County shall will support actions
22 necessary to improve and protect surface water systems.

23
24 CON 1.3.56 **Cooperative Cleanup Efforts.** Escambia County shall will
25 cooperate with federal, state, and local agencies in their efforts to clean up
26 water bodies within and adjoining the County that have shown a documented
27 decline in water quality and decreased suitability for indigenous aquatic life.
28 Such cooperation shall will include, but not be limited to, sharing of information
29 and coordination with adjacent jurisdictions on applications for funding of
30 cleanup and enhancement efforts in these areas.

31
32 CON 1.3.67 **Wetland Development Provisions.** Development in wetlands shall
33 will not be allowed unless sufficient uplands do not exist to avoid a taking. In this
34 case, development in wetlands shall will be restricted to allow residential density
35 uses as indicated by the LDC: ~~at a maximum of one unit per five acres or to the~~
36 ~~density established by the future land use map containing the parcel, whichever~~
37 ~~is more restrictive, or one unit per lot of record if less than five acres in size. (For~~
38 ~~this policy, lots of record do not include contiguous multiple lots under single~~
39 ~~ownership.)~~

40
41 a. With the exception of water-dependent uses, commercial and
42 industrial land uses will not be located in wetlands that have a high
43 degree of hydrological or biological significance, including the
44 following types of wetlands:

- 45 1. Wetlands that are contiguous to Class II or Outstanding
46 Florida Waters;

2. Wetlands located in the FEMA Special Flood Hazard Areas;
3. Wetlands that have a high degree of biodiversity (three or more focal species) or habitat value based on maps prepared by the FFWCC or Florida Natural Areas Inventory (see attached maps adopted as part of the comprehensive plan), unless a site survey demonstrates that there are no listed plant or animal species on the site. The Escambia County Biodiversity Hot Spots Map and the Escambia County Critical Habitat Map are attached to this Plan as Exhibits O and P, respectively.

~~CON 1.3.8 Density Clustering.~~

~~Escambia County shall require buffers between development and environmentally sensitive areas including wetlands. The purpose of the buffer is to protect natural resources from the activities and impacts of development.~~

~~a. The buffer shall function to provide protection to the natural resources from intrusive activities and negative impacts of development such as trespass, pets, visual impacts, vehicles, noise, lights, and stormwater. Incompatibility between the uses shall be minimized or eliminated so that the land uses can co-exist over time with the environmentally sensitive area.~~

~~b. Buffer Types: The buffer may be a landscaped natural barrier, a natural barrier, or supplemented with fencing or other manmade barrier, so long as the function of the buffer and intent of the policy is fulfilled.~~

~~Buffers for Wetlands as defined by the Florida Department of Environmental Protection: A minimum buffer of 25' measured landward of the jurisdictional line is required. Intrusion into the buffer by development activities may be allowed provided a minimum 15' buffer remains and an equal amount of square feet of buffer loss is provided within the development site along the impacted wetland complex (limited buffer averaging). Escambia County shall include density clustering provisions in the LDC to avoid development in environmentally sensitive lands, conservation and preservation areas, and, wherever feasible, airfield influence planning districts (AIPD).~~

OBJ CON 1.4 Groundwater Resources

Protect and conserve the quality and quantity of groundwater resources to ensure public health and safety as well as adequate potable water supplies.

1 **POLICIES**

2
3 CON 1.4.1 **Wellhead Protection.** Escambia County ~~shall~~will provide
4 comprehensive wellhead protection from potential adverse impacts to current
5 and future public water supplies. The provisions ~~shall~~will establish specific
6 wellhead protection areas and address incompatible land uses, including
7 prohibited activities and materials, within those areas.

8
9 CON 1.4.2 **County Facilities Procedures.** Escambia County ~~shall~~will establish
10 and implement standard operating procedures at all County-operated facilities
11 that use, store, or dispose of materials that have the potential to contaminate
12 groundwater if improperly handled.

13
14 CON 1.4.3 **Coordinated Water Supply Protection.** Escambia County ~~shall~~will
15 coordinate with the ECUA and other water suppliers, the City of Pensacola,
16 NFWFMD, and the FDEP when implementing policies related to the protection
17 of potable water resources.

18
19 CON 1.4.4 **Emergency Water Conservation.** In cooperation with NFWFMD,
20 Escambia County ~~shall~~will implement any emergency water conservation plans
21 necessary to protect the sand and gravel aquifer during periods of insufficient
22 recharge.

23
24 **OBJ CON 1.5 Soil and Mineral Resources**

25
26 **Regulate the extraction of soil and mineral resources and other land**
27 **disturbance activities to ensure that uses and activities are compatible**
28 **with site conditions and to prevent adverse impacts to the quality of other**
29 **resources, land uses, or activities.**

30
31 **POLICIES**

32
33 CON 1.5.1 **Erosion Control.** Escambia County ~~shall~~will, through LDC
34 provisions, address the use of appropriate erosion control measures during all
35 construction and other land disturbance activities to minimize off-site migration
36 of soil particles.

37
38 CON 1.5.2 **Extraction and Reclamation Limitations.** Resource extraction and
39 reclamation activities are considered unique non-residential uses due to their
40 transient nature and the eventual restoration of affected lands to post mining
41 land-uses. ~~However, through LDC provisions,~~ Escambia County ~~shall~~will
42 prohibit resource extraction activities within environmentally sensitive areas that
43 cannot be completely restored; within wellhead protection areas; within the
44 CHHA; within one-half mile of aquatic preserves, Class II waters, Shoreline
45 Protection Zone 1, or Outstanding Florida Waters; and within all FLU categories,
46 except Agriculture, Rural Community, Industrial, and Public. Additionally,
47 resource extraction in the form of borrow pits ~~shall~~will be prohibited abutting

1 state and federal parks, within floodplains, or near existing residential uses,
2 residential zoning districts, or subdivisions intended primarily for residential use.
3 Reclamation activities to restore previously mined lands to an intended post-
4 mining land use may be allowed in any future land use category.

5
6 **CON 1.5.3 Extraction and Reclamation Compatibility.** Escambia County ~~shall~~
7 will permit extraction of soils and mineral resources and site reclamation only
8 where compatible with adjacent land uses and where minimal resource
9 degradation will occur. The determination of minimal degradation, if necessary,
10 will be made in cooperation with the appropriate state or federal agencies
11 regulating resource extraction and reclamation activities. The locations where
12 these activities may be allowed, if not otherwise prohibited, ~~shall~~will be
13 determined based on geological constraints and ~~shall~~will be regulated by the
14 applicable zoning district and performance standards established for such
15 activities within the LDC.

16
17 **CON 1.5.4 Extraction and Reclamation Review.** Escambia County ~~shall~~will
18 subject all new or expanded resource extraction and reclamation activities to a
19 mandatory development review process to assess technical standards for public
20 safety, environmental protection, and engineering design.

21
22 The review shall require:

- 23
- 24 a. ~~Protection of public health;~~
- 25 b. ~~Compliance with all applicable state and federal policies and~~
- 26 ~~regulations;~~
- 27 c. ~~Enforcement of the County's environmental and solid waste~~
- 28 ~~regulations;~~
- 29 d. ~~A reclamation plan to restore affected lands within a reasonable~~
- 30 ~~timeframe to the intended post-mining land use consistent with the~~
- 31 ~~surrounding environment;~~
- 32 e. ~~Buffers between resource extraction or reclamation activities and~~
- 33 ~~adjacent existing or allowed future uses;~~
- 34 f. ~~Maintenance of level of service standards for commercial traffic~~
- 35 ~~on access roadways; and~~
- 36 g. ~~Prevention of soil erosion or adverse effects to the quality of air,~~
- 37 ~~groundwater, surface water, wildlife, or other natural resources~~
- 38
- 39
- 40
- 41

42 **OBJ CON 1.6 Vegetation Resources**

43
44 **Require and encourage land development and landscaping practices that**
45 **conserve, appropriately use, and protect native vegetation, and that**
46 **maintain and enhance plant species diversity.**

1 **POLICIES**

2
3 **CON 1.6.1 Urban Forest Preservation.** Escambia County defines the trees and
4 other vegetation within and around the developed areas of the County as an
5 urban forest, and recognizes that a healthy, diverse, and well-managed urban
6 forest is an important public asset. The County shall will preserve, maintain, and
7 support the urban forest, requiring the maximum practical preservation of
8 existing native vegetation with all development.

9
10 **CON 1.6.2 Identification and Protection.** Escambia County shall will ensure the
11 identification and protection of vegetation through LDC provisions, ~~that require~~
12 ~~protected trees and unique vegetative communities to be accurately located and~~
13 ~~described on development plans submitted for approval. In addition, the plans~~
14 ~~must include implementation provisions, such as effective temporary construction~~
15 ~~barricades, for the protection and preservation of vegetation not approved for~~
16 ~~removal. Unique vegetative communities include, but are not limited to, wetlands.~~

17
18 **CON 1.6.3 Tree Protection.** Escambia County shall will protect trees through
19 LDC provisions, ~~giving priority to native hardwood species and consideration to~~
20 ~~tree condition, size, maturity, wind resistance, drought tolerance, species~~
21 ~~diversity, uniqueness (i.e., Champion), and historic association. Specific criteria~~
22 ~~shall be provided for exemptions from protection, including size, species,~~
23 ~~invasiveness, condition, structure, and emergencies.~~

24
25 **CON 1.6.4 Urban Forest Management.** Escambia County shall will, through
26 LDC provisions and other measures, sustain and promote the urban forest, ~~by:~~

- 27
28 a. ~~Increasing tree age and species diversity for long-term~~
29 ~~forest stability,~~
30 b. ~~Requiring sufficient planting of trees to compensate for removals,~~
31 c. ~~Increasing the proportion of wind-resistant trees to make~~
32 ~~future storms less devastating,~~
33 d. ~~Emphasizing the use of native species to reduce irrigation~~
34 ~~needs and improve plant establishment, survival, and vitality,~~
35 e. ~~Increasing tree canopy cover for effective shading,~~
36 ~~temperature moderation, stormwater abatement, and other~~
37 ~~benefits,~~
38 f. ~~Allowing or requiring appropriate removal of dying,~~
39 ~~diseased, damaged, hazardous, and invasive trees.~~

40
41 **CON 1.6.5 Impact Mitigation.** Escambia County shall, through LDC provisions,
42 ~~require mitigation to adequately offset the removal of protected vegetation.~~
43 ~~Protected tree removal shall require replacements and code provisions shall~~
44 ~~address quantity, quality, size, species, and location requirements. Additionally,~~
45 ~~the provisions shall allow in-lieu payments to the County for support of general~~
46 ~~tree replacement and restoration of functional benefits provided by the urban~~
47 ~~forest when tree replacements cannot be reasonably accommodated within the~~

1 removal parcel.

2
3 ~~CON 1.6.6 **Non-compliance Penalties.** Escambia County shall adopt monetary~~
4 ~~and other penalties to effectively discourage damage to, or removal of, protected~~
5 ~~trees and other vegetation without proper permitting.~~

6
7 ~~CON 1.6.57 **Invasive Species Management.** Escambia County shall will~~
8 ~~encourage, through LDC provisions, require the removal and continued~~
9 ~~management of any invasive tree or shrub species, identified within the~~
10 ~~development site.~~

11
12 ~~CON 1.6.8 **Florida-Friendly Landscaping.** Escambia County shall promote~~
13 ~~Florida friendly low-impact landscaping principles through LDC provisions and~~
14 ~~other measures to protect Florida's environment and preserve its natural~~
15 ~~resources.~~

16
17 ~~CON 1.6.9 **Professional Standards.** Escambia County shall, through LDC~~
18 ~~provisions, require the application of professional arboricultural (e.g.,~~
19 ~~International Society of Arboriculture) and horticultural standards and practices~~
20 ~~that provide for the protection and long-term survival of both existing and planted~~
21 ~~vegetation as part of an overall strategy to achieve landscape, habitat~~
22 ~~preservation, and open space objectives.~~

23
24 ~~CON 1.6.10 **County Facilities Standards.** Escambia County shall attempt to~~
25 ~~exceed minimum landscape and vegetation preservations standards for County~~
26 ~~owned facilities.~~

27
28 ~~CON 1.6.614 **Prescribed Burning.** Escambia County shall will accommodate~~
29 ~~the use of prescribed burning as a tool to promote ecosystem health and wildfire~~
30 ~~prevention.~~

31
32 ~~CON 1.6.712 **Intergovernmental Coordination.** Escambia County shall will~~
33 ~~cooperate with adjacent local governments to conserve, appropriately use, and~~
34 ~~protect unique vegetative communities located within more than one local~~
35 ~~jurisdiction. Upon submission to the County, proposals for development that~~
36 ~~would impact unique vegetative communities located within more than one local~~
37 ~~government jurisdiction shall will be provided to the affected local government~~
38 ~~by Escambia County.~~

39
40 **OBJ CON 1.7 Hazardous Materials and Waste**

41
42 **Ensure the proper storage, use, and disposal of all hazardous materials**
43 **within Escambia County to eliminate or significantly minimize hazards to**
44 **the general public and the potential for contamination of natural resources.**

45
46 **POLICIES**

1 **CON 1.7.1 Required Identification.** Escambia County ~~shall~~will require
2 identification of any and all hazardous waste or materials used or stored by any
3 licensed business within Escambia County.

4
5 **CON 1.7.2 Handling, Storage, and Disposal.** Escambia County ~~shall~~will
6 cooperate with appropriate regulatory agencies to develop plans and procedures
7 for the handling, temporary storage, and disposal of hazardous waste generated
8 within Escambia County. Such plans and procedures will be provided to those
9 industries and commercial operations within the County that generate hazardous
10 wastes in order that they may properly handle and dispose of their hazardous
11 waste products.

12
13 **CON 1.7.3 Household Hazardous Waste.** Escambia County ~~shall~~will develop
14 and implement a program to educate the public concerning the proper storage
15 and disposal of household hazardous waste.

16
17 **CON 1.7.4 Petroleum Storage Tanks.** Escambia County ~~shall~~will rely upon
18 the Escambia County Health Department, through its contracts with the FDEP
19 for County compliance inspections and cleanup, to protect people and the
20 environment from contamination risks associated with petroleum fuel storage
21 tanks.

22
23 **CON 1.7.5 Accident Procedures.** The Escambia County Comprehensive
24 Emergency Management Plan ~~shall~~will include procedures for handling
25 accidents involving hazardous materials and waste.

26
27 **CON 1.7.6 Locational Criteria.** New industry or businesses that produce
28 hazardous materials in their processes ~~shall~~will not be allowed where surface
29 and groundwater are particularly vulnerable to contamination from hazardous
30 materials, in wellhead protection areas, where hydric soils are present, within
31 special flood-hazard areas, or coastal high-hazard areas. This policy does not
32 apply to public utilities or public facilities.

33
34 **CON 1.7.7 FLU Limitation.** Uses involving the production of hazardous
35 materials ~~shall~~will be limited to the Industrial future land use category. Retail sale
36 of products containing hazardous materials is not limited to the Industrial FLU
37 category.

38
39 **CON 1.7.8 Disposal Assistance.** Escambia County ~~shall~~will provide
40 assistance with disposal of hazardous waste generated by other than large
41 quantity generators within Escambia County. This will include an Annual
42 Amnesty Days program for Escambia County household generators.

43
44 **OBJ CON 1.8 Water and Energy Conservation.**

45
46 **The County ~~shall~~will promote water and energy conservation strategies to**
47 **support the protection of the County's natural resources.**

1 **POLICIES**

2
3 **CON 1.8.1 Sustainable Community Development Practices.** The County shall
4 will encourage sustainable community development practices that conserve
5 energy and water resources, ~~reduce greenhouse gas emissions through~~
6 ~~innovative, energy-efficient building construction strategies consistent with~~
7 ~~recognized green building standards,~~ and contribute to reducing the overall
8 development footprint of the County. These strategies may include:

- 9
10 a. Developing incentives for water conservation;
11 b. Incorporating Florida Waterwise landscaping to reduce the use of
12 potable water for irrigation of new building sites, including public
13 building sites;
14 c. Encouraging development on previously used and under-developed
15 sites where infrastructure already exists;
16 d. Encouraging development adjacent to existing developed areas;
17 e. Protecting and enhancing natural systems within the County; and
18 f. Using surface waters, conservation lands, and environmentally
19 sensitive open space as visual amenities.

20
21 ~~**CON 1.8.2 Reduced Irrigation Needs.** Escambia County shall require the use of~~
22 ~~Florida Friendly Landscaping techniques and native or adapted plants in order to~~
23 ~~reduce potable water consumption for irrigation for new public buildings and~~
24 ~~private development of 5 acres or 20 residential units or more.~~

25
26 ~~**CON 1.8.23 Low Impact Development.** Escambia County shall will promote~~
27 ~~the use of Low Impact Development (LID) techniques.~~
28 ~~approved by the Northwest Florida Water Management District to protect the~~
29 ~~water resources of the County.~~

30
31 ~~**CON 1.8.4 High Efficiency Appliances.** Escambia County shall promote the~~
32 ~~use of Energy Star or equivalent high-efficiency appliances and fixtures to reduce~~
33 ~~energy use in public and private buildings.~~

34
35 ~~**CON 1.8.5 Carbon Sequestration.** Escambia County shall promote retention of~~
36 ~~agriculture and timber production, as these uses sequester carbon emissions,~~
37 ~~thereby improving the air quality of the County.~~

1 **Chapter 13 Recreation and Open Space Element.**

2
3 The purpose of the Recreation and Open Space Element is to ensure adequate
4 recreational opportunities for the citizens of Escambia County through the provision
5 of a comprehensive system of public and private park facilities. These facilities may
6 include, but are not limited to, natural reservations, parks and playgrounds, trails,
7 beaches and public access to beaches, open spaces, and waterways. ~~Guiding the~~
8 ~~planning and provision of these facilities are goals, objectives and policies intended~~
9 ~~to improve public awareness of existing recreational opportunities, ensure access to~~
10 ~~public facilities, encourage intergovernmental coordination, and establish Levels of~~
11 ~~Service (LOS) sufficient to meet the current and projected needs of Escambia~~
12 ~~County's citizens.~~

13
14 **GOAL REC 1**

15
16 **Escambia County shall will create recreational opportunities for the**
17 **citizens of Escambia County through the provision of County facilities and**
18 **coordination with the federal, state, and private sectors. ~~state and federal~~**
19 **~~agencies and the private sector.~~**

20
21 **OBJ REC 1.1 Recreational Facilities Access**

22
23 **Continue to develop and improve public awareness of and physical access**
24 **to all recreation facilities.**

25
26 **POLICIES**

27
28 **REC 1.1.1 Public Information.** Escambia County shall will, in cooperation with
29 the Tourist Development Council, make information available to the public
30 concerning the location of recreational opportunities and available facilities.

31
32 **REC 1.1.2 Facility Signage.** Escambia County shall will provide signage to
33 identify County parks and to direct the public to these sites.

34
35 **REC 1.1.3 Physical Accessibility.** Escambia County shall will provide physical
36 access for disabled individuals to public recreational facilities and require
37 compliance with the Americans with Disabilities Act (ADA) by developers, owners,
38 or operators of private recreational facilities. All new County facilities shall will
39 meet applicable local, state, and federal accessibility requirements.

40
41 **REC 1.1.4 Use Policies and Procedures.** Escambia County shall will develop
42 standardized policies and procedures that allow for the use of County recreation
43 facilities by private, public, and non-profit groups and organizations. In addition,
44 the County shall will implement equitable procedures for reservation of facilities,
45 ~~and evaluate usage fees every two years.~~

46
47 **REC 1.1.5 Facility Availability.** Escambia County shall will maintain or increase

1 the availability of County recreation facilities to civic and other semi-public and
2 private organizations.

3
4 **REC 1.1.6 Public-Private Cooperation.** Escambia County ~~shall~~will continue its
5 cooperative efforts with private and non-profit organizations (e.g., YMCA, Little
6 League, civic groups, etc.) in the provision of recreational facilities/opportunities
7 and open space areas.

8
9 **REC 1.1.7 Annual Review and Report.** Escambia County ~~shall~~will annually
10 review and report upon the cooperative efforts between the public and private
11 sectors in the provision of recreational opportunities to assure that such efforts
12 are coordinated. In even-numbered years, the report will include an inventory of
13 public beach access facilities, including those in the coastal area.

14
15 **REC 1.1.8 Outdoor Facilities.** Escambia County ~~shall~~will provide for public use
16 of those lands held in public ownership by ensuring the provision of facilities for
17 outdoor recreation activities, including nature trails, boardwalks, waterway trails,
18 interpretive displays, educational programs, wildlife observation areas, and picnic
19 areas, whenever feasible.

20
21 **REC 1.1.9 Multi-modal Residential Links.** Escambia County ~~shall~~will maintain
22 and improve a multi-modal transportation system that links beach access points,
23 open space, and other recreational facilities with residential areas.
24 Improvements ~~shall~~will include, but not be limited to, signage and construction
25 of facilities (e.g., sidewalks, bike racks, etc.) by both the public and private
26 sectors.

27 **OBJ REC 1.2 Intergovernmental Coordination**

28
29
30 **Continue intergovernmental coordination between Escambia County and**
31 **appropriate federal, state, and local agencies (i.e., Escambia County School**
32 **District, Santa Rosa Island Authority, West Florida Regional Planning**
33 **Council, and the Florida-Alabama Transportation Planning Organization) to**
34 **address mutual concerns and enhance planning for recreation and beach**
35 **access.**

36 **POLICIES**

37
38
39 **REC 1.2.1 Recreation and Beach Access.** Escambia County ~~shall~~will
40 coordinate with appropriate federal, state, and local government entities
41 regarding beach access and recreation.

42
43 **REC 1.2.2 Cooperation Agreements.** Escambia County ~~shall~~will promote
44 interstate and interlocal cooperation through agreements intended to enhance
45 recreation sites and facilities and public access to such sites and facilities.

46
47 ~~REC 1.2.3 Florida Boating Improvement Program.~~ Escambia County shall

1 utilize the Florida Boating Improvement Program.
2 The Escambia County Public Access Map Series is attached to this ordinance as
3 Exhibit Q.

4
5 **OBJ REC 1.3 Recreational Facilities Monitoring Level of Service (LOS)**

6
7 **Ensure the adequate provision of recreational facilities and open space**
8 **through the implementation of level of service standard monitoring and**
9 **evaluation.**

10
11 **POLICIES**

12
13 **REC 1.3.1 LDC Definitions.** The Escambia County LDC ~~shall~~will include
14 specific definitions for open space, parks, and recreation facilities.

15
16 ~~REC 1.3.2 Open Space Requirements.~~ Escambia County shall require the
17 provision of open space by private development when such development is a
18 planned unit development, a multi-family development, a mixed use commercial
19 area or other similar types of development where relatively large land areas are
20 involved. The requirements shall be contained within the LDC. All development
21 projects of five acres or more shall be required to provide open space within the
22 development or contribute to a fund therefore. Nothing in this policy shall be
23 interpreted to eliminate the provision of open space for all projects as required by
24 County regulations.

25
26 ~~REC 1.3.23 County Facilities Inventory.~~ Escambia County ~~shall~~will maintain a
27 current inventory of all park facilities maintained by the County.

28
29 ~~REC 1.3.34 County Facility Conversion.~~ Public park or recreation areas
30 operated or maintained by Escambia County ~~shall~~will not be converted to other
31 uses, except by determination of the BCC that such a conversion is in the public
32 interest. The Escambia County Parks and Recreation Department ~~shall~~will seek
33 appropriate compensation or replacement land if such a conversion occurs.

34
35 ~~REC 1.3.5 Established Service Districts.~~ Escambia County's four park and
36 recreation service districts are established as follows: 1) Barrier Islands RSD; 2)
37 Urban RSD; 3) Suburban RSD, and; 4) Rural RSD. These districts may from time
38 to time be modified, added to, or deleted as necessary to address the recreation
39 needs of the County.

40
41 ~~REC 1.3.6 Level of Service (LOS) Standards.~~ Level of service (LOS) standards
42 for recreation and open space facilities within the County are:

43 **LOS Standards for Parks & Recreational Facilities by Population**

Park Categories	
Neighborhood Parks	1 per 2,500
Regional Parks	1 per 50,000
Community Parks	1 per 15,000
Nature Parks	1 per 50,000
Boat Launch Areas	1 per 15,000
Beach / Water Access Areas	1 per 20,000
Community Centers	1 per 15,000
Special Use Parks	
Equestrian Center	1 per 500,000
Civic Center / Performing Art Center	1 per 500,000
Gun Firing Range	1 per 200,000
Multi-Purpose Use Field Stadium	1 per 250,000
Park Amenities	
Baseball Fields	1 per 2,000
Softball Fields	1 per 2,000
Football Fields	1 per 10,000
Soccer Fields	1 per 10,000
Basketball Courts	1 per 10,000
Tennis Courts	1 per 10,000
Swimming Pools	1 per 25,000
Playground Structures	1 per 5,000
Park Shelters	1 per 5,000
Nature Trails	1 per 15,000
Pedestrian / Bike Trails	1 per 15,000
Park System Acreage:	
Barrier Island RSD	1 ac. per 1,000
Urban RSD	1 ac. per 1,000
Suburban RSD	1 ac. per 1,000
Rural RSD	1 ac. per 1,000

2

3 **REC 1.3.47 County Open Space Acquisition.** Escambia County ~~shall~~will
4 acquire (through lease, purchase, or dedication) open space and natural
5 areas to maintain and improve the natural functions of open space,
6 wetlands and other sensitive lands as well as recreational opportunities for
7 all residents. The priority for acquisition of open space and/or natural areas
8 ~~shall~~will be:

- 9 a. Unique natural systems/environmentally sensitive lands;
10 b. Shoreline sites;
11 c. Sites within the urban or transitioning areas experiencing
12 rapid development; and
13 d. Sites with historical or archaeological significance.

14 Escambia County ~~shall~~will not accept the donation of land or recreation facilities,
15 unless they meet the Escambia County Parks and Recreation Departments park
16 planning and development standards and a management/funding source is in

1 place.

2 **REC 1.3.58 Areas within Private Development.** The LDC ~~shall~~will clearly
3 articulate the provision of open space and recreation areas within private
4 developments.

5
6 **REC 1.3.69 Designated Natural Reservations.** The following are designated
7 as natural reservations and are intended to provide open space and recreational
8 uses of all types for the citizens of Escambia County:

- 9
10 a. The Gulf Islands National Seashore;
11 b. The Escambia River Wildlife Management Area;
12 c. The Perdido River State canoe trail;
13 d. Lake Stone Park and boat ramp;
14 e. The improved county-owned community, neighborhood and
15 urban parks/tot lots;
16 f. Wayside Park;
17 g. Navy Point Park;
18 h. Casino Beach Recreation Area;
19 i. Ft. Pickens;
20 j. Big Lagoon State Recreation Area;
21 k. Jones Swamp Wetland Preserve and Southwest Greenway;
22 l. Perdido River Walk;
23 m. Perdido Key Parks;
24 n. Tarkiln Bayou Preserve State Park; and
25 o. All publicly owned beach access ways.

26
27 **REC 1.3.740 Vacant Property Evaluation.** All vacant property owned by
28 Escambia County ~~shall~~will be evaluated for its potential as a park, recreational
29 facility, designated open space, or other use. New vacant properties acquired by
30 the County ~~shall~~will be added to the existing vacant properties inventory.

1 **Chapter 14 Intergovernmental Coordination Element.**

2
3 The Intergovernmental Coordination Element seeks to establish and maintain
4 efficient, effective procedures of coordinating planning efforts with adjacent
5 counties and cities; the incorporated areas within Escambia County; regional,
6 state, and federal agencies; and other agencies and entities that provide services
7 but do not have regulatory authority over land. Through coordination and
8 cooperation among the various entities affecting planning and land use,
9 Escambia County can better serve its residents and ensure orderly and balanced
10 growth and development, while protecting and enhancing the County's existing
11 communities and natural resources.

12
13 **GOAL ICE 1 COORDINATED APPROACH TO PLANNING**

14
15 **Escambia County shall will establish and maintain an efficient, effective**
16 **program of intergovernmental coordination that achieves the maximum**
17 **quality of life for residents and visitors and promotes a County-wide**
18 **approach to planning.**

19 **OBJ ICE 1.1 Coordinate with Federal, State and Local Agencies**

20 **Coordinate with the City of Pensacola, Town of Century, City of Gulf**
21 **Breeze, Santa Rosa County, the ECUA, the Santa Rosa Island Authority, the**
22 **United States Navy, and the Escambia County School Board to ensure**
23 **consistency among the plan and the plans of adjacent counties and**
24 **municipalities as well as the plans of other agencies or entities affecting**
25 **land use or providing services in Escambia County.**

26
27 **POLICIES**

28
29 **ICE 1.1.1 Large-Scale Future Land Use Map Amendments.** Escambia County
30 shall will submit a copy of any proposed large-scale FLUM amendment to
31 adjacent municipalities and counties within the jurisdiction of the Florida
32 ~~Department of Community Affairs~~ Department of Economic Opportunity and
33 other units of government providing services but not having regulatory authority
34 over the use of land provided that those agencies have submitted a written
35 request to Escambia County for such information as required by ~~Section~~
36 ~~163.3184(3)(a)~~, Florida Statutes. Procedures for intergovernmental coordination
37 with the Escambia County School Board shall will be governed by the Interlocal
38 Agreement for Public School Facility Planning and ~~Objective 1.5 of the Public~~
39 ~~School Facilities Element.~~

40
41 **ICE 1.1.2 Comprehensive Plan Amendments.** For proposed comprehensive
42 plan amendments that could potentially impact adjacent jurisdictions, Escambia
43 County shall submit copies of the proposed amendment to the affected local
44 government and invite their review and comment.

45 ~~ICE 1.1.3 Joint Planning Initiatives.~~ By 2010 the Escambia County planning

1 ~~staff shall identify planning topics of concern between local governments who~~
2 ~~would benefit from joint planning efforts and initiate coordination accordingly.~~
3 ~~Such topics of concern should include infrastructure service areas and~~
4 ~~redevelopment initiatives. Upon approval by the Planning Board of the identified~~
5 ~~topics of concern, the Planning Official will meet with representatives from the~~
6 ~~affected local governments to develop specific procedures for implementation of~~
7 ~~the identified joint planning initiatives. Such implementation procedures should~~
8 ~~be established by 2011.~~

9
10 ICE 1.1.2 **4 Interlocal Agreements.** Escambia County ~~shall~~ will implement
11 adopted interlocal agreements with the Escambia County School Board, the City
12 of Milton, the City of Pensacola, the City of Gulf Breeze, and Santa Rosa County
13 so as to provide for coordination and evaluation of development proposals that
14 affect the bays, bayous, sound, or gulf (including estuaries and estuarine
15 systems).

16
17 ICE 1.1.3 **5 Mediation.** Escambia County may use the West Florida Regional
18 Planning Councils informal mediation process, or other mediation processes, to
19 attempt to resolve conflicts with other units of government that cannot be
20 resolved through meetings between the governing bodies of the affected
21 governments.

22 23 **OBJ ICE 1.2 Level of Service Standards**

24
25 **Coordinate with appropriate state, regional, and local agencies and other**
26 **entities that have operational and maintenance responsibility for public**
27 **facilities in Escambia County to achieve and maintain the adopted LOS**
28 **standards. As required by Section 163.3177(6)(h)2, F.S., Florida Statutes**
29 **when such an entity is another unit of local government, Escambia County**
30 **~~shall~~ will enter into an interlocal agreement or other formal agreement that**
31 **~~shall~~ will describe joint processes for collaborative planning and decision**
32 **making on population projections, the location and extension of public**
33 **facilities subject to concurrency, and siting facilities with County-wide**
34 **significance, including locally unwanted land uses.**

35 36 **POLICIES**

37
38 ICE 1.2.1 **Public Facilities.** Escambia County will, through interlocal agreement
39 or other formal agreement with public service providers, establish LOS standards
40 for public facilities and identify actions that Escambia County will undertake to
41 coordinate the location and extension of these facilities as well as the siting of
42 facilities with County-wide significance. Established LOS standards will be
43 maintained through implementation of Escambia County's Concurrency
44 Management System.

45
46 ICE 1.2.2 **Water and Wastewater Supply.** Escambia County ~~shall~~ will adopt
47 agreements with local water suppliers to establish LOS standards for water

1 usage and identify strategies the County and water suppliers will undertake to
2 address joint planning issues. The County will also coordinate planning efforts
3 with the ECUA with regard to wastewater service.

4 **OBJ ICE 1.3 Coordination with the Escambia County School Board**

5 **Maintain cooperative relationships with the School Board and**
6 **municipalities and implement joint planning processes to coordinate land**
7 **use planning with school facility planning.**

8 **POLICIES**

9
10
11 **ICE 1.3.1 Interlocal Agreement for Public School Facility Planning.** In
12 cooperation with the School Board and the local governments within Escambia
13 County, the County will implement the Interlocal Agreement for Public School
14 Facility Planning ~~dated on August, 7th, 2006~~ (herein Interlocal Agreement) that
15 establishes ed procedures for coordination and sharing of information, planning
16 processes, and ~~school concurrency~~ implementation ~~The Interlocal Agreement~~
17 ~~was updated on April 30th, 2009, and may be amended annually.~~

18
19 **ICE 1.3.2 Annual School Board Report.** On an annual basis, the School Board
20 ~~shall~~will provide information from their Tentative District Educational Facilities
21 Plan to determine the need for additional school facilities. The School Board
22 ~~shall~~will provide to the County, each year, a General Education Facilities
23 Report. The Educational Facilities Report ~~shall~~will contain information detailing
24 existing facilities, their locations, and projected needs. The report ~~shall~~will also
25 contain the School Board's financially feasible Five-Year District Facilities Work
26 Program.

27
28 **ICE 1.3.3 Consistent Population and Enrollment Projections.** The staff
29 working group established in Policy ICE 1.3.6 ~~shall~~will meet annually to
30 coordinate and base their local government comprehensive plans and school
31 facility plans on consistent projections. These projections ~~shall~~will include
32 population projections developed in coordination with the Planning Board and
33 student enrollment projections (district-wide ~~and by concurrency service area~~)
34 developed by the School Board with the agreement of the Florida Office of
35 Educational Facilities. The School Board's student enrollment projections ~~shall~~
36 will consider the impacts of development trends as per the Interlocal Agreement.
37 To accomplish this policy, the County and the School Board agree to provide the
38 information and follow the procedures specified in the Interlocal Agreement.

39
40 **ICE 1.3.4 Growth and Development Trends.** As per the Interlocal Agreement,
41 the local governments will provide the School Board with their Comprehensive
42 Plan Implementation Committee Annual Report on growth and development
43 trends within their jurisdiction. To the extent feasible, the reports should be
44 provided in a geographic information system-compatible format for the purpose of
45 geo-referencing the information. This report will be in tabular, graphic, and textual

1 formats and will include data and summaries as requested by the LPA. the
2 following:

- 3
- 4 a. ~~The type, number, and location of residential units that have~~
5 ~~—received zoning approval, final plat, and site plan approval;~~
- 6 b. ~~Information regarding FLUM amendments;~~
- 7 c. ~~Building permits and certificate of occupancy data for residential~~
8 ~~—dwellings issued for the preceding year and their location;~~
- 9 d. ~~Summary of vested rights determinations and other actions that~~
10 ~~—affect demands for public school facilities;~~
- 11 e. ~~Information regarding the conversion or redevelopment of~~
12 ~~—housing or other structures into residential units that are likely~~
13 ~~—to generate new students and reflect the existing land use;~~
14 ~~—and~~
- 15 f. ~~The identification of any development orders issued.~~

16
17 **ICE 1.3.5 Elected Officials Joint Planning Workshops.** One or more
18 representatives of the Escambia County BCC, the Pensacola City Council, ~~the~~
19 ~~Century Town Council,~~ and the School Board will meet on an as-needed basis,
20 but not less than annually, in joint workshop sessions. The workshop sessions
21 will be opportunities for the representatives of the elected bodies to receive
22 reports, discuss policy, and reach understandings on issues of mutual concern
23 regarding the coordination of land use and school facilities planning. Topics for
24 such workshops may include, but are not limited to, the following: student
25 enrollment trends, growth and development trends, school needs, joint use
26 opportunities, ~~implementation of school concurrency~~ and performance of the
27 adopted Interlocal Agreement. The workshops will take place in accordance with
28 the procedures established in the Interlocal Agreement.

29
30 **ICE 1.3.6 Staff Working Group.** A staff working group comprising
31 representatives from the County, School Board, City of Pensacola, ~~Town of~~
32 ~~Century,~~ and LPA, or their appointees, will meet on an as-needed basis but not
33 less than semi-annually to discuss issues and formulate recommendations
34 regarding coordination of land use and school facilities planning. The staff
35 working group meetings will take place in accordance with the time frames and
36 procedures established in the Interlocal Agreement.

37
38 ~~**ICE 1.3.7 LPA Coordination with the Escambia County School Board.**~~
39 ~~Pursuant to Section 163.3174, Florida Statutes, a representative of the Escambia~~
40 ~~County School Board shall be appointed to the County Planning Board as an ex-~~
41 ~~officio, nonvoting member.~~

42 43 **OBJ ICE 1.4 Coordination with Santa Rosa County School Board**

44
45 **Because the Santa Rosa County School Board provides educational**
46 **opportunities for residents of Pensacola Beach, Escambia County shall will**
47 **execute an Interlocal Agreement with the Santa Rosa County School Board**

1 **addressing the issues identified in the Interlocal Agreement with the**
2 **Escambia County School Board as they relate to Pensacola Beach.**

3
4 **POLICIES**

5
6 **ICE 1.4.1 Interlocal Agreement with Santa Rosa County School Board.**

7 Escambia County ~~shall will, by September 2012, execute~~ maintain an Interlocal
8 Agreement with the Santa Rosa County School Board.

9
10 **OBJ ICE 1.5 Campus Master Plans**

11
12 **Escambia County agrees to recognize campus master plans of the state**
13 **university system and to work with the board of regents in the development**
14 **of a campus development agreement as the need arises.**

15
16 **POLICIES**

17
18 **ICE 1.5.1 Campus Development Agreement.** As required by ~~Section 1013.30,~~
19 Florida Statutes, Escambia County agrees to recognize campus master plans of
20 the state university system and to work with the Board of Regents in the
21 development of a campus development agreement as the need arises.

1 **Chapter 15 Capital Improvements Element.**

2
3 The purpose of the Capital Improvements Element is to demonstrate how capital
4 projects identified to maintain Levels of Service or accommodate new growth will be
5 programmed and funded. The Capital Improvements Element must include
6 estimates of the cost of improvements for which Escambia County has fiscal
7 responsibility and analyze the ability to finance and construct those improvements.
8 The Capital Improvements Element also outlines financial policies to guide the
9 funding and construction of improvements in a manner necessary to ensure that
10 capital improvements are provided when required based on needs identified in the
11 Comprehensive Plan. Finally, the Capital Improvements Element requires that an
12 adequate Concurrency Management System is implemented by the local
13 government, pursuant to Section 163.3180, Florida Statutes.

14
15 **GOAL CIE 1 CAPITAL FACILITIES**

16
17 **The Capital Improvements Element shall will be used to efficiently meet the**
18 **needs of Escambia County for the construction, acquisition, or**
19 **development of capital facilities necessary to correct existing deficiencies,**
20 **to accommodate desired future growth, and to replace obsolete or worn-**
21 **out facilities.**

22
23 **OBJ CIE 1.1 Capital Improvements Funding**

24
25 **Manage the land development process to provide or require provision of**
26 **needed improvements so that public facility needs created by previously**
27 **issued development orders or future development do not exceed the ability**
28 **of Escambia County to fund and provide or require provision of the needed**
29 **capital improvements.**

30
31 **POLICIES**

32
33 ~~CIE 1.1.1 **Comprehensive Plan Implementation Committee.** Escambia County~~
34 ~~shall convene a Comprehensive Plan Implementation Committee to review the~~
35 ~~development activities within Escambia County and to review the Level of~~
36 ~~Service (LOS) conditions for the County. The County Administrator shall~~
37 ~~designate those County officials that shall serve on the Committee and those~~
38 ~~responsible for providing other assistance to the Committee as circumstances~~
39 ~~and issues may require. The Committee shall maintain information on~~
40 ~~development activity, LOS conditions, de minimis impacts, and other data~~
41 ~~necessary to accurately evaluate the implementation of the County's~~
42 ~~Comprehensive Plan, including the annual Capital Improvements Element~~
43 ~~update.~~

44
45 **CIE 1.1.1₂ LOS Standards.** Escambia County shall will establish LOS standards
46 for concurrency-related public facilities that are within the jurisdiction of the
47 County.

1 These standards ~~shall~~will be those found in the other
 2 Comprehensive Plan Elements. The adopted LOS standards in this
 3 Plan are as indicated in the following policies:

4
 5 TABLE INSET:
 6

LOS	Policy
Roads	
County and State	MOB 1.1.1 2
Mass Transit	MOB 2.2.3
Sanitary Sewer	INF 1.1.9
Solid Waste	INF 2.1.4
Drainage	INF 3.1.7 9
Potable Water	INF 4.1.7
Recreation/Open Space	REC 1.3.6
Public Schools	PSF 2.1.2

7
 8 CIE 1.1.2~~3~~ **LOS Maintenance.** Escambia County ~~shall~~will coordinate land
 9 use decisions and development approvals through implementation of the
 10 Concurrency Management System, available and/or projected fiscal
 11 resources, and the Five-Year Schedule of Capital Improvements, so as to
 12 maintain adopted LOS standards and meet the existing and future facility
 13 needs.

14
 15 CIE 1.1.3 ~~4~~ **Vested Development.** Escambia County ~~shall~~will
 16 provide for the availability of public facilities to serve developments for
 17 which development orders were issued and development rights are
 18 vested. ~~to support development concurrent with the impacts of such~~
 19 ~~development~~

20
 21 CIE 1.1.5 **Concurrency.** Escambia County shall require the
 22 availability of public facilities and services needed.

23
 24 ~~CIE 1.1.6 **Concurrency Management System.** Escambia County will~~
 25 ~~implement the concurrency management system described in the~~
 26 ~~Concurrency Management System Element. As a component of the~~
 27 ~~Concurrency Management System, the County will make the Proportionate~~
 28 ~~Fair Share Program available as an option for developers to contribute the~~
 29 ~~value of their transportation impacts as provided in the Land Development~~
 30 ~~Code (LDC) and the Escambia County Concurrency Management System~~
 31 ~~Procedure Manual adopted per Ordinance 2007-50.~~
 32

1 **OBJ CIE 1.2 Five-Year Schedule**

2
3 **Maintain a Five-Year Schedule of Capital Improvements as the specific**
4 **guide that the County will use to determine the construction of capital**
5 **facilities and the maintenance of LOS standards. The Five-Year Schedule of**
6 **Capital Improvements is attached herein to this Plan as Exhibit R.**

7
8 **POLICIES**

9
10 **CIE 1.2.1 Project Prioritization.** Escambia County ~~shall~~will evaluate and rank
11 capital improvement projects in the Five-Year Schedule of Capital Improvements
12 by using the following criteria to prioritize:

- 13
- 14 a. The elimination of future public hazards to preserve the health,
- 15 safety, and welfare of the public;
- 16 b. The elimination of any existing capacity or LOS deficits;
- 17 c. The impact on the annual operating budget and Capital
- 18 Improvements Program (CIP) of Escambia County;
- 19 d. Locational needs based on projected growth patterns;
- 20 e. The accommodation of new development and redevelopment
- 21 facility demands; and
- 22 f. ~~Financial feasibility~~
- 23 g. Plans of the NFWMD, Escambia County School Board,
- 24 FDOT, and other state agencies or entities that provide public
- 25 facilities within the jurisdiction of Escambia County.
- 26

27 **CIE 1.2.2 Funding Prioritization.** Escambia County ~~shall~~will prioritize funding
28 for capital improvements in a manner that generally assigns first priority to the
29 renewal and replacement of obsolete or worn-out facilities, assigns second
30 priority to correcting existing deficiencies in public facilities, and assigns third
31 priority to facilities necessary to accommodate desired future growth. Nothing in
32 this policy ~~shall~~will preclude Escambia County from increasing or rearranging
33 the priority of any particular capital improvement project so that cost savings may
34 be realized or LOS standards may be met.

35
36 ~~CIE 1.2.3 Facility Rehabilitation Preference.~~ Escambia County shall promote
37 ~~rehabilitation and re-use of existing governmental facilities, structures, and~~
38 ~~buildings as the preferred alternative to new construction.~~

39
40 **CIE 1.2.34 CHHA Expenditure Limits.** Escambia County ~~shall~~will limit public
41 expenditures in the CHHA, except for the provision or support of recreation uses
42 such as parks and walkovers, erosion control devices, increased public access,
43 and the correction of existing deficiencies.

44
45 **CIE 1.2.45 Incorporation of School Board’s 5-Year District Facilities Work**
46 **Plan.** The County hereby incorporates by reference the Escambia County School
47 District ~~2009-2010 through 2013-2014~~ current Work Plan for the 5-Year District

1 Facilities Work Program approved by the School Board of Escambia County.
2 effective ~~December 2009~~. The Work Plan includes school capacity sufficient to
3 meet anticipated student demands projected by the County and municipalities in
4 consultation with the School Board's projections of student enrollment, based on
5 the adopted level of service standards for public schools.

7 **OBJ CIE 1.3 Fiscal Policies**

8
9 **Establish fiscal policies to direct the use of public and private funding**
10 **sources to implement the Goals, Objectives, and Policies of the**
11 **Comprehensive Plan., and provide a financially feasible Schedule of Capital**
12 **Improvements.**

13 **POLICIES**

14
15
16 ~~CIE 1.3.1 **Fiscal Resource Objectives.** The fiscal resources of Escambia-~~
17 ~~County shall be used, to the extent necessary, to maintain LOS standards and~~
18 ~~support the Five-Year Schedule of Capital Improvements.~~

19
20 ~~CIE 1.3.2 **Funding Resources.** Escambia County shall use a combination of~~
21 ~~public resources to fund capital improvements, including state and federal grants,~~
22 ~~below market interest rate state loans, user fees, connection charges, a~~
23 ~~combination of long term and short term financing vehicles, accumulated~~
24 ~~surpluses, and the use of revenues set aside specifically for capital projects (pay~~
25 ~~as you go and Proportionate Fair Share Agreement revenues).~~

26
27 ~~CIE 1.3.3 **General Obligation Debt.** General obligation debt shall be used~~
28 ~~sparingly. General obligation debt, if determined necessary during the planning~~
29 ~~period, shall be established consistent with rating agency standards and~~
30 ~~guidelines.~~

31
32 ~~CIE 1.3.4 **Enterprise Fund Debt.** Enterprise fund debt shall be, in part,~~
33 ~~managed through a ratio of net system revenue and other pledged funds to~~
34 ~~annual debt service. Also, this principle of coverage shall be used in the~~
35 ~~management of debt for other projects that are supported by user fees or shared~~
36 ~~revenues. The maximum ratio of total debt service to total revenue shall not~~
37 ~~exceed 25 percent and the limitation of revenue bonds as a percentage of total~~
38 ~~debt shall not exceed 80 percent.~~

39
40 ~~CIE 1.3.5 **Municipal Service Taxing Units.** Escambia County shall encourage~~
41 ~~and assist neighborhoods in the adoption of Municipal Service Taxing Units~~
42 ~~(MSTU) or Municipal Service Benefit Units (MSBU) as a revenue source. Once~~
43 ~~established and approved by the Board of County Commissioners (BCC), a~~
44 ~~MSTU or MSBU shall be considered a committed funding source.~~

45
46 ~~CIE 1.3.6 **Developer Cost Sharing.** New development shall bear a proportionate~~
47 ~~share of the cost, if the development creates a deficiency of the adopted LOS, of~~

1 providing new or expanded public facilities and infrastructure required to maintain
2 adopted LOS Standards through Escambia County's site-related development
3 dedications, and developer contributions. This policy shall be implemented
4 through the County's permitting and inspection process.

5
6 ~~CIE 1.3.7 **Acceptable Private Funding.** Escambia County shall rely on private
7 contributions as a committed funding source within the Five-Year Schedule of
8 Capital Improvements only when the obligation to fund a specific capital
9 improvement is addressed in an enforceable development agreement or
10 development order. The County shall not be responsible for funding capital
11 improvements that are the obligation of the developer. If the developer fails to
12 meet any capital improvement commitment that is programmed in the Five-Year
13 Schedule of Capital Improvements, a plan amendment to delete the capital
14 improvement from the Schedule shall be required.~~

15
16 ~~CIE 1.3.8 **Capital Improvements Schedule.** The Five-Year Schedule of Capital
17 Improvements shall be financially feasible, consisting of committed and planned
18 funding sources. The Schedule shall be balanced so that total expenditures do
19 not exceed total revenues for the planning period.~~

20 21 **OBJ CIE 1.4 Annual Review**

22
23 **Review the Capital Improvements Element each year, amending as
24 necessary, and submit to the state land planning agency for compliance
25 review.**

26 27 **POLICIES**

28
29 ~~CIE 1.4.1 **Implementation Status Report.** By April 1 of each year, the
30 Comprehensive Plan Implementation Committee shall report to the Local
31 Planning Agency (LPA) on the status of capital project implementation activities
32 as well as LOS conditions within the County.~~

33
34 ~~CIE 1.4.2 **LPA Implementation Review.** By June 1 of each year, the Escambia
35 County LPA shall report to the BCC its evaluation of the implementation of the
36 Capital Improvements Element and the Comprehensive Plan during the previous
37 fiscal year. The report shall contain recommendations to maintain LOS standards
38 and any adjustments necessary to the Capital Improvements Element and/or the
39 County's annual capital improvement program.~~

40
41 ~~CIE 1.4.13 **BCC Implementation Review.** The BCC shall will consider the report
42 of the LPA upon receipt and during its deliberations on the annual budget and
43 CIP. Any adjustments made to the Capital Improvements Element or the CIP
44 shall will include consideration of the maintenance of LOS standards.~~

45
46 ~~CIE 1.4.4 **LOS Project Schedule Modification.** A plan amendment shall be
47 required to eliminate, defer, or delay the scheduled date of construction of any~~

1 capital project listed in the County's Five-Year Schedule of Capital
2 Improvements, which is needed to maintain the adopted LOS standard.

3
4 ~~CIE 1.4.5 Capital Improvements Adoption.~~ Adoption of the Capital
5 Improvements Element may occur at a single public hearing outside of the two
6 regular Comprehensive Plan Amendment cycles established by the County. The
7 Capital Improvements Element adoption ordinance shall be submitted to the
8 state land planning agency no later than December 1 of each year.

9
10 CIE 1.4.26 **Capital Improvements Amendment.** Amendments to the Capital
11 Improvements Element that support the amendment of another Element ~~shall~~will
12 be submitted to the state land planning agency during a regular Comprehensive
13 Plan Amendment cycle. If the Escambia County annual budget is adjusted
14 outside of the regular cycle, the Capital Improvements Element may be amended
15 and adopted again, provided that the adoption ordinance is submitted to the
16 State Land Planning Agency no later than December 1.

17
18 ~~CIE 1.4.7 De minimis Roadway Impact Monitoring.~~ Escambia County shall
19 implement a methodology to monitor and track approved de minimis impacts on
20 the roadway network within its jurisdiction. All de minimis impacts (an impact that
21 would not affect more than one percent of the maximum volume at the adopted
22 LOS of the affected transportation facility) shall be compiled into an annual report
23 and submitted to the state land planning agency with the annual Capital
24 Improvements Element update.

1 **Chapter 16 Public Schools Facilities Element**

2
3 The intent of this chapter is to provide guiding policies through which the local
4 governments can effectively manage growth and meet public school needs. The
5 element is required to establish a school concurrency management system
6 through which the local governments can ensure public school capacity is
7 available concurrent with development. The school concurrency management
8 system will allow for a greater communication and understanding between
9 Escambia County, the City of Pensacola, the Town of Century, and the School
10 Board of Escambia County when concentrating on public school capacity issues.

11
12 The PSFE is also intended to increase coordination between the School Board
13 and local governments on issues such as land use planning, the school siting
14 process, and school facility expansion.

15
16 This chapter establishes a framework for the planning of public schools pursuant
17 to Section 163.3177(12), Florida Statutes. The law requires that local
18 governments adopt a public school facilities element as a part of their
19 comprehensive plans. The 2005 Legislature mandated that the availability of
20 public schools be made a prerequisite for the approval of residential construction
21 and directed a closer integration of planning for school capacity with
22 comprehensive planning.

23
24 The following sections present the guidelines by which the School Board
25 evaluates school facilities; an inventory of existing facilities and planned future
26 facilities; an evaluation of the school system based on these guidelines and
27 determination of need; an analysis of funding; an analysis of coordination
28 between school planning and local land use planning.

29
30 In addition, the Public School Facilities Element Data & Analysis prepared for the
31 Escambia County School District supports the required implementation of school
32 concurrency in Escambia County. The Data & Analysis evaluates the school
33 system and its relationship to development and growth from both a countywide
34 perspective and a closer look at schools within established Concurrency Service
35 Areas (CSAs). A CSA is defined in Policy PSF 2.2.1. The findings and
36 conclusions of the data and analysis support the goals, objectives and policies of
37 the element including the establishment of level of service standards and the
38 delineation of CSAs.

39
40 **GOAL PSF 1 COORDINATE WITH THE SCHOOL BOARD OF ESCAMBIA**
41 **COUNTY**

42
43 **Coordinate with the School Board of Escambia County (herein "School**
44 **Board") to ensure high quality public school facilities that are consistent**
45 **with the Comprehensive Plan and serve to enhance communities. The joint**
46 **procedures referenced in Policy ICE 1.3.1 state that coordination between**
47 **the county and the school board is pursuant to the Public School Facility**

1 ~~Planning Interlocal Agreement and shall state the obligations of the county~~
2 ~~under the agreement. Section 163.3177(6)(h)(4), Florida Statutes.~~

3
4 **OBJ PSF 1.1 Schools as Community Focal Points**

5
6 ~~Enhance communities and encourage school facilities to serve as~~
7 ~~community focal points through effective school facility design and siting~~
8 ~~standards. The location will be coordinated with the future land use map.~~

9
10 **POLICIES**

11
12 **PSF 1.1.1 School Location.** ~~New schools shall be located proximate to the~~
13 ~~student population they are intended to serve. For the purpose of determining~~
14 ~~eligibility for transportation, a reasonable walking distance for students to school~~
15 ~~is one (1) mile for elementary, one and one-half (1-1/2) miles for middle, two (2)-~~
16 ~~miles for high schools; and to a school bus stop, is one-half (1/2) mile for~~
17 ~~elementary and one (1) mile for middle and high schools. Such mileage shall be~~
18 ~~measured by the nearest traveled route over which a pedestrian can walk to the~~
19 ~~nearest entrance to the school or the nearest school bus stop. The distance~~
20 ~~(permanent residence to school) may be measured by an automobile having an~~
21 ~~odometer that has been certified for accuracy. Students whose permanent~~
22 ~~residence is equal to or greater than these distances from the nearest~~
23 ~~appropriate school or school bus stop, or students who are handicapped, are~~
24 ~~eligible for transportation. (School Board Policy 6.02 Eligibility for Transportation).~~

25
26 **PSF 1.1.2 Shared-use and Co-location of School Sites.** ~~Coordinate with the~~
27 ~~School Board to permit the shared-use and co-location of school sites and~~
28 ~~County facilities with similar facility needs as described in the Interlocal~~
29 ~~Agreement for Public School Facility Planning dated April 30th, 2009 (herein-~~
30 ~~“Interlocal Agreement”). The County will identify opportunities for collocation and~~
31 ~~shared use facilities when preparing updates to the Schedule of Capital~~
32 ~~Improvements and when planning and designing new community facilities.~~

33
34 **PSF 1.1.3 Emergency Shelters.** ~~Escambia County will coordinate with the~~
35 ~~School Board on emergency preparedness issues, including the use of public~~
36 ~~schools as emergency shelters as required by Section 163.3177(12)(g)(8),~~
37 ~~Florida Statutes. The School Board will fulfill the building code requirements of~~
38 ~~Section 1013.372, Florida Statutes, that appropriate new educational facilities~~
39 ~~can serve as public shelters for emergency management purposes.~~

40
41 **PSF 1.1.4 School Design.** ~~The School Board will design and ensure~~
42 ~~performance standards for new school facilities according to the “Design-~~
43 ~~Guidelines and Technical Specifications 2006” Florida Department of Education-~~
44 ~~State Requirements for Educational Facilities (SREF).~~

45 **OBJ PSF 1.2 Future Land Use and School Siting**

46
47 ~~Consistent with Section 163.3177, Florida Statutes, the County will include~~

1 ~~sufficient allowable land use designations for schools proximate to~~
2 ~~residential development to meet the projected need for schools.~~

3
4 **POLICIES**

5
6 ~~PSF 1.2.1 Future Land Use Categories.~~ Consistent with the Escambia County
7 ~~Future Land Use Element, public schools shall be an allowable use in all land use~~
8 ~~categories, except for Industrial, Mixed-Use Perdido Key, and Recreation and~~
9 ~~Conservation. The Land Development Code may include siting standards for~~
10 ~~schools, consistent with the Comprehensive Plan. Escambia County will consider~~
11 ~~the provisions of Section 1013.33(13), Florida Statutes.~~

12
13 ~~PSF 1.2.2 Flood Zones & Coastal High Hazard Area.~~ New schools shall not be
14 ~~allowed within a velocity flood zone or in a coastal high hazard area as~~
15 ~~delineated by Escambia County.~~

16
17 ~~OBJ PSF 1.3 School Facility Siting and Consistency with the~~
18 ~~Comprehensive Plan~~

19
20 ~~Ensure that the planning, construction, and opening of educational~~
21 ~~facilities are coordinated in time and place, concurrent with necessary~~
22 ~~services and infrastructure, and consistent with the Comprehensive Plan.~~

23
24 **POLICIES**

25
26 ~~PSF 1.3.1 Consistency with Comprehensive Plan.~~ Escambia County will
27 ~~coordinate with the School Board by giving an informal assessment regarding the~~
28 ~~consistency of potential new school sites, and significant expansions or potential~~
29 ~~closures of existing schools, with the Comprehensive Plan, as described in the~~
30 ~~Interlocal Agreement. The informal assessment reviews, as applicable, the~~
31 ~~following: environmental suitability, transportation and pedestrian access,~~
32 ~~availability of infrastructure services, safety concerns, land use compatibility,~~
33 ~~consistency with community vision and other relevant issues.~~

34
35 ~~PSF 1.3.2 Review of School Sites.~~ Escambia County shall review potential new
36 ~~school sites, and significant expansions or potential closures of existing schools,~~
37 ~~for consistency with the following criteria:~~

- 38
39 a. ~~That school sites are compatible with present and projected uses~~
40 ~~of adjacent property.~~
41 b. ~~The locations of proposed new elementary schools are~~
42 ~~proximate to the student population they are intended to serve.~~
43 c. ~~The locations of proposed new high schools are on the periphery~~
44 ~~of residential neighborhoods, with access to major roads.~~
45 d. ~~Existing or planned adequate public facilities are available to~~
46 ~~support the school.~~
47 e. ~~Safe access to and from the school site is available for~~

- 1 pedestrians and vehicles.
2 f. The site is well drained and the soils are suitable for development
3 or are adaptable for development and outdoor educational
4 purposes with drainage improvements.
5 g. The proposed school location is not within a velocity flood zone
6 or floodway, as delineated in the Comprehensive Plan.
7 h. The site is not in conflict with Escambia County stormwater
8 management plans or watershed management plans;
9 i. The proposed site can accommodate required parking,
10 circulation, and queuing of vehicles.
11 j. The proposed location lies outside the area regulated by Section
12 333.03, Florida Statutes, regarding the construction of public
13 educational facilities in the vicinity of an airport.

14
15 Escambia County shall also consider the following in its review:

- 16
17 a. Site acquisition and development costs;
18 b. Whether existing schools can be expanded or renovated to
19 support community redevelopment and revitalization;
20 c. Efficient use of existing infrastructure;
21 d. Discouragement of urban sprawl;
22 e. Environmental constraints that would either preclude or render
23 cost infeasible the development or significant renovation of a public
24 school on a site; and
25 f. Adverse impacts to archaeological or historic sites.

26
27 **PSF 1.3.3 School Expansion into Unincorporated Portion of County.** When a
28 new school or significant expansion to an existing school is proposed within
29 unincorporated Escambia County, the County shall review the proposed
30 development according to the terms of the Interlocal Agreement for Site Plan
31 Review Requirements for School Board Projects.

32
33 **~~OBJ PSF 1.4 Pedestrian Access to Schools~~**

34
35 **~~Improve safe student access to school facilities, and reduce hazardous~~**
36 **~~walking conditions, in coordination with the School Board and consistent~~**
37 **~~with the Florida Safe Ways to School Program.~~**

38 **POLICIES**

39
40 **PSF 1.4.1 Bicycle and Pedestrian Access.** All public schools shall provide
41 bicycle and pedestrian access consistent with Florida Statutes. Parking at public
42 schools will be provided consistent with Escambia County's Land Development
43 Code (LDC) requirements.

44
45 **PSF 1.4.2 Sidewalk Master Plan.** Upon completion of the County's sidewalk
46 inventory, the County will create a sidewalk master plan to comprehensively
47 address bicycle and pedestrian needs. The plan will include a focus on bicycle

1 and pedestrian needs relating to school facilities.

2
3 ~~PSF 1.4.3 **Sidewalk/Pedestrian Improvements.** To ensure continuous~~
4 ~~pedestrian access to public schools, priority for County sidewalk/pedestrian~~
5 ~~improvements will be given to cases of hazardous walking conditions pursuant to~~
6 ~~Section 1006.23, Florida Statutes, and specific provisions for constructing such~~
7 ~~facilities will be included in the schedule of capital improvements adopted each~~
8 ~~fiscal year.~~

9
10 ~~PSF 1.4.4 **New Development Adjacent to School Property.** New~~
11 ~~developments adjacent to existing or planned school sites shall be required to~~
12 ~~provide a right-of-way and an access path for pedestrian travel.~~

13
14 ~~PSF 1.4.5 **Sidewalk Requirements for Residential Development near**~~
15 ~~**Schools.** New residential developments within 2 miles of an existing or planned~~
16 ~~school, as measured by the nearest traveled route over which a pedestrian can~~
17 ~~walk to the nearest entrance to the school measured by an automobile having an~~
18 ~~odometer that has been certified for accuracy, shall be required to provide~~
19 ~~sidewalks along all roads interior to the subdivision. In addition, sidewalks shall~~
20 ~~be placed along all collector, arterial, and local roads abutting the subdivision to~~
21 ~~the subdivision property line, where it has been determined that the most direct~~
22 ~~route from the subdivision to the school is along those roadways. The location,~~
23 ~~width and other details of the sidewalks shall be as set forth in the LDC.~~

24
25 ~~PSF 1.4.6 **Sidewalks for Commercial Development near Schools.** New~~
26 ~~commercial developments within 2 miles of an existing or planned school, as~~
27 ~~measured by the nearest traveled route over which a pedestrian can walk to the~~
28 ~~nearest entrance to the school measured by an automobile having an odometer~~
29 ~~that has been certified for accuracy, are encouraged to provide sidewalks along~~
30 ~~their street frontage. The location, width and other details of the sidewalks shall~~
31 ~~be as set forth in the LDC.~~

32
33 ~~PSF 1.4.7 **Coordination with FL-AL TPO.** Coordinate with the FL-AL TPO to~~
34 ~~ensure funding for safe access to schools including participation in the Bicycle~~
35 ~~Pedestrian Advisory Committee and the Community Traffic Safety Team.~~

36 ~~**OBJ PSF 1.5 Coordinate Future Land Use Map Amendments to Maintain**~~
37 ~~**School Capacity**~~

38
39 ~~**It is the objective of Escambia County to coordinate petitions for future**~~
40 ~~**land use changes to maintain adequate school capacity to meet future**~~
41 ~~**growth needs. This objective will be accomplished recognizing the School**~~
42 ~~**Board's statutory and constitutional responsibility to provide a uniform**~~
43 ~~**system of free and adequate public schools, and the County's authority for**~~
44 ~~**land use, including the authority to approve or deny petitions for**~~
45 ~~**comprehensive plan amendments, re-zonings or final plat and site plans**~~
46 ~~**that generate students and impact the Escambia County school system.**~~

47 ~~**POLICIES**~~

1 ~~PSF 1.5.1 **School Board Review and Input.** As per Section 7.6 of the Interlocal~~
2 ~~Agreement, Escambia County shall take the School Board comments and~~
3 ~~findings on the availability of adequate school capacity into consideration when~~
4 ~~reviewing comprehensive plan amendments and other land use decisions.~~

5
6 ~~PSF 1.5.2 **Determining Impact of Future Land Use Changes.** The School~~
7 ~~Board shall use the adopted student generation rates to estimate the potential~~
8 ~~impact of a proposed future land use change on available school capacity. When~~
9 ~~such analysis projects a potential deficiency, the School Board shall include in its~~
10 ~~comments how it will propose to meet the projected demand. The County will~~
11 ~~take these comments into consideration per Policy PSF 1.5.1 prior to approving~~
12 ~~or denying any future land use change.~~

13
14 ~~**OBJ PSF 1.6 Address Corrections to Existing School Facilities Deficiencies**~~
15 ~~**and Facilities Needed to Meet Future Needs**~~

16
17 ~~**The Escambia County School Board shall make reasonable attempts to**~~
18 ~~**address existing school facility deficiencies and make attempts to meet**~~
19 ~~**and plan for existing and future needs.**~~

20
21 ~~**POLICIES**~~

22
23 ~~PSF 1.6.1 **Coordination with School District Capital Projects Planning.** The~~
24 ~~School Board shall make every effort to ensure that capital projects designed to~~
25 ~~address capacity/Level of Service (LOS) deficiencies are shared with Escambia-~~
26 ~~County Planning Staff via periodic Tentative District Educational Facilities Plan-~~
27 ~~reviews as set forth in Interlocal Agreement Subsection 3.1.~~

28
29 ~~PSF 1.6.2 **Working Group Coordination with School District.** The staff~~
30 ~~working group established in Interlocal Agreement Subsection 1.1 will assist the~~
31 ~~School Board in an advisory capacity in the preparation of all updates to the~~
32 ~~Educational Plant Survey. The staff working group will evaluate and make~~
33 ~~recommendations regarding the location and need for new, significant renovation-~~
34 ~~or expansion, and closures of educational facilities, and the consistency of such~~
35 ~~plans with the local government comprehensive plan and relevant issues listed in~~
36 ~~subsections 5.3, 7.6, 7.7, and 8.1 of the Interlocal Agreement.~~

37
38 ~~PSF 1.6.3 **Address Access to Capital Improvements Elements.** The County is~~
39 ~~required to implement the adoption of annual plan amendments adding a new~~
40 ~~fifth year, updating the financially feasible public schools capital facilities-~~
41 ~~program, coordinating the program with the 5-year district facilities work plan, the~~
42 ~~plans for other local governments, and, as necessary, updates to the~~
43 ~~concurrency service area map. The annual plan amendments shall ensure that~~
44 ~~the capital improvements program continues to be financially feasible and that~~
45 ~~the level of service standards will continue to be achieved and maintained.~~
46 ~~(Section 163.3177(12)(g)1, Florida Statutes.~~

1 **GOAL PSF 2 SCHOOL BOARD TO COORDINATE WITH ESCAMBIA-**
2 **COUNTY**

3
4 ~~The School Board will coordinate with the County to assure the future~~
5 ~~availability of public school facilities to serve new development will be~~
6 ~~consistent with the adopted level of service standards. This goal will be~~
7 ~~accomplished recognizing the School Board's statutory and constitutional~~
8 ~~responsibility to provide a uniform system of free and adequate public~~
9 ~~schools, and the County's authority for land use, including the authority to~~
10 ~~approve or deny comprehensive plan amendments, re-zonings or other~~
11 ~~development orders that generate students and impact the County's school~~
12 ~~system.~~

13
14 **OBJ PSF 2.1 Level of Service Standards**

15
16 ~~Coordinate with the School Board to ensure that the capacity of schools is~~
17 ~~sufficient to support residential development at the adopted level of service~~
18 ~~(LOS) standards within the period covered by the 5-year schedule of capital~~
19 ~~improvements, and the long range planning period. The adopted LOS~~
20 ~~standards shall be achieved by the conclusion of the first 5-year schedule~~
21 ~~of capital improvements and the LOS standards shall be maintained each~~
22 ~~subsequent year. These standards shall be consistent with the Interlocal~~
23 ~~Agreement agreed upon by the School Board, the County, and the local~~
24 ~~municipalities.~~

25
26 **POLICIES**

27
28 ~~PSF 2.1.1 Consistency. The LOS standards set forth herein shall be applied~~
29 ~~consistently by all local governments within Escambia County and by the School~~
30 ~~Board to all schools of the same type.~~

31 ~~PSF 2.1.2 Level of Service Standards. Consistent with the Interlocal~~
32 ~~Agreement, the County and School Board agree to the following level of service~~
33 ~~standards for school concurrency in Escambia County, based on Florida~~
34 ~~Inventory of School Houses (FISH) permanent capacity and maximum school~~
35 ~~size by type. In calculating achievement of LOS, modular capacity is considered~~
36 ~~permanent FISH capacity and relocatables/portables are not considered~~
37 ~~permanent FISH capacity. Permanent FISH capacity includes permanent~~
38 ~~buildings and Modular Capacity for modular buildings that are Type II Non-~~
39 ~~combustible and have a 40 year life span. School enrollment shall be based on~~
40 ~~the annual enrollment of each school based on actual counts reported to the~~
41 ~~Department of Education in October of each year.~~

42
43 ~~TYPE OF SCHOOL ————— LEVEL-OF-SERVICE STANDARD~~

44
45 ~~Existing or New Schools — 100% of permanent FISH capacity~~
46 ~~Centers (Special Purpose) — 100% of permanent FISH capacity or the level~~
47 ~~of service based on the student/teacher ratios~~

dictated by specific programs, whichever is lowest.

PSF 2.1.3 Amending Level of Service Standards. Potential amendments to the LOS standards shall be considered at least annually at the staff working group meeting referenced in Policy ICE 1.3.6. If there is consensus to amend any level of service, it shall be accomplished by the execution of an amendment to the Interlocal Agreement by all parties and the adoption of amendments to the County, City and Town's comprehensive plans. The amended LOS shall not be effective until all plan amendments are effective and the amended Interlocal Agreement is fully executed.

PSF 2.1.4 Financial Feasibility of LOS. No LOS standard shall be amended without a showing that the amended LOS standard is financially feasible, supported by adequate data and analysis, and can be achieved and maintained through the five-year schedule for capital improvements.

OBJ PSF 2.2 School Concurrency Service Areas

The School Board shall establish School Concurrency Service Areas as the areas within which an evaluation is made to determine if adequate school capacity exists based on the adopted level of service standards. Concurrency service areas shall be designed so that the adopted level of service will be achieved within the period covered by the first five years of the five-year schedule of capital improvements. After the first five-year schedule of capital improvements, the level of service must be maintained within each year of subsequent five-year schedules of capital improvements.

POLICIES

PSF 2.2.1 Concurrency Service Areas. The Concurrency Service Area (CSA) is the area within which capacity determinations are made as part of the concurrency management system. The PSFE establishes the CSAs as the entire school district by service level, elementary, middle, and high school (district-wide). District-wide: Elementary grades k—5, District-wide: Middle grades 6—8, and District-wide: High grades 9—12. For special purpose centers, charter schools, and magnet schools the concurrency service area shall also be district-wide.

PSF 2.2.2 Maximize Capacity Utilization. Concurrency service areas shall maximize capacity utilization, taking into account transportation costs, limiting maximum student travel times, achieving socio-economic, racial and cultural diversity objectives, and other relevant factors as related to the School Board's policy on maximization of capacity.

PSF 2.2.3 Amending Concurrency Service Areas. Potential amendments to the concurrency service areas shall be considered annually at the staff working

1 group meeting referenced in Policy ICE 1.3.4. If there is consensus to amend the
2 concurrency service areas to establish boundaries other than those stipulated
3 above, it shall be accomplished by a written execution of an amendment to the
4 Interlocal Agreement by all parties and by the amendment to the County, City and
5 Town's comprehensive plans. The amended concurrency service areas shall not
6 be effective until the amended Interlocal Agreement is fully executed and
7 comprehensive plan amendments are in effect. Amendments to the concurrency
8 service areas that keep the CSAs District-wide by service level shall be agreed
9 upon by all parties and shall not require comprehensive plan amendments.

10
11 **OBJ PSF 2.3 Student Generation Rates**

12
13 ~~The School Board will work with Escambia County, City of Pensacola, and~~
14 ~~Town of Century to establish student generation rates that will be used to~~
15 ~~determine the impact of development on public school facilities.~~

16
17 **POLICIES**

18
19 ~~PSF 2.3.1 Student Generation Rates.~~ Consistent with the Interlocal Agreement,
20 the School Board staff, working with the County staff and municipal staffs, will
21 develop and apply student generation multipliers for residential developments by
22 dwelling unit type (single family or multi-family) for each school type (elementary,
23 middle, K-8, high, or center), considering past trends in student enrollment in
24 order to project future public school enrollment.

25 ~~PSF 2.3.2 Calculating Student Generation Rates.~~ The student generation
26 rates shall be calculated by the School Board and the County, in accordance with
27 professionally accepted methodologies. The student generation rates shall be
28 determined annually, with input from the staff working group.

29 **OBJ PSF 2.4 Process for School Concurrency Implementation**

30 ~~Establish a joint process for implementation of school concurrency, in~~
31 ~~coordination with the School Board, which includes applicability, capacity~~
32 ~~determination, and availability standards. Manage the timing of residential~~
33 ~~subdivision and site plan approvals to ensure adequate school capacity is~~
34 ~~available consistent with adopted level of service standards for public~~
35 ~~school concurrency.~~

36
37 **POLICIES**

38
39 ~~PSF 2.4.1 Applicability Standards.~~ School concurrency implementation applies
40 to residential development or a phase of residential development requiring an
41 approval of subdivision plat, site plan, or its functional equivalent, proposed or
42 established. Prior to the adoption of the land development regulations, Escambia
43 County shall use the comprehensive plan policies as the development
44 regulations as set forth in Interlocal Agreement Subsection 4.3.

1 **PSF 2.4.2 Exempted Development.** The following residential development shall
2 be considered exempt from the school concurrency requirements:

3
4 a. Single family lots of record; master plans that have received final
5 subdivision plat approval prior to June 24, 2009, the effective date
6 of the PSFE; and single family subdivision plats actively being
7 reviewed or that have received preliminary plat approval at the time
8 of adoption of the PSFE, April 30, 2009.

9 b. Residential developments that have received final site plan
10 approval prior to June 24, 2009, the effective date of the PSFE, or
11 residential site plans actively being reviewed at the time of adoption
12 of the PSFE, April 30, 2009.

13 c. Amendments to residential site plans or subdivisions that were
14 previously approved prior to June 24, 2009, the effective date of the
15 PSFE, and that do not increase the number of students generated
16 by the development based on the adopted student generation
17 rates.

18 d. Age restricted developments that are subject to deed restrictions
19 prohibiting the permanent occupancy of a resident under the age of
20 fifty five (55). Such deed restrictions must be recorded and must be
21 irrevocable for a period of at least thirty (30) years.

22 e. Group quarters that do not generate students, including facilities
23 such as local jails, prisons, hospitals, bed and breakfast, motels
24 and hotels, temporary emergency shelters for the homeless, adult
25 halfway houses, firehouse dorms, college dorms exclusive of
26 married student housing, and religious non-youth facilities.

27
28 **PSF 2.4.3 Capacity Determination Standards.** Escambia County shall adopt
29 LDC provisions to establish the application procedure and process for evaluating
30 school capacity and making concurrency determinations consistent with the
31 Interlocal Agreement. The School Board shall be responsible for conducting
32 concurrency reviews. The School Board may choose to provide an informal
33 assessment of school concurrency at the time of preapplication. The test of
34 concurrency shall be at preliminary plat, site plan, or functional equivalent
35 approval.

36
37 **PSF 2.4.4 School Board Findings.** The School Board's findings and
38 recommendations shall address whether adequate capacity exists for each
39 affected concurrency service area, based on the level of service standards. If
40 adequate capacity does not exist, the School Board findings shall address
41 whether appropriate mitigation can be accepted. If mitigation can be accepted,
42 the School Board's findings shall identify the accepted form of mitigation that is
43 consistent with the policies set forth herein.

44
45 **PSF 2.4.5 Determination of Insufficient Capacity.** For the review process, the
46 School Board shall use the first three years of the Five Year Work Facilities
47 Program for determinations. Any relevant programmed improvements in years

1 ~~four or five of the five-year schedule of improvements shall not be considered~~
2 ~~available capacity for the project unless funding for the improvement is assured~~
3 ~~through School Board funding to accelerate the project, through proportionate fair~~
4 ~~share mitigation, or some other means of assuring adequate capacity will be~~
5 ~~available within the first three years. The School Board may choose to use~~
6 ~~relocatable classrooms to provide temporary capacity while funded schools or~~
7 ~~school expansions are being constructed. In the event that the School Board~~
8 ~~finds that there is not sufficient capacity in the affected concurrency service~~
9 ~~area(s) to address the impacts of a proposed development, the following~~
10 ~~standards shall apply:~~

- 11
- 12 ~~a. The project must provide capacity enhancement sufficient to~~
 - 13 ~~meet its impacts through proportionate share mitigation; or~~
 - 14 ~~b. Approval of the site plan or final plat (or functional equivalent)~~
 - 15 ~~must be delayed to a date when the capacity enhancement~~
 - 16 ~~necessary to maintain level of service can be assured; or~~
 - 17 ~~c. A condition of approval of the site plan or preliminary plat (or~~
 - 18 ~~functional equivalent) shall be that the project's development order~~
 - 19 ~~and/or building permits shall be delayed to a date when the~~
 - 20 ~~capacity enhancement necessary to maintain level of service can~~
 - 21 ~~be assured.~~

22

23 **PSF 2.4.6 Availability Standard.** ~~Where capacity will not be available to serve~~
24 ~~students generated by a residential development the County shall use the lack of~~
25 ~~school capacity as a basis for denial of petitions for final plats, site plans or~~
26 ~~functional equivalents. However, the County shall not deny a petition for a final~~
27 ~~plat, site plan, or functional equivalent due to a failure to achieve and maintain~~
28 ~~the adopted level of service for public school capacity where:~~

- 29
- 30 ~~a. Adequate school facilities will be in place or under actual~~
 - 31 ~~construction within three years after the issuance of the final plat or~~
 - 32 ~~site plan or functional equivalent; or~~
 - 33 ~~b. The developer executes a legally binding commitment with the~~
 - 34 ~~School Board to provide mitigation proportionate to the demand for~~
 - 35 ~~public school facilities to be created by the actual development of~~
 - 36 ~~the property subject to the final plat or site plan (or functional~~
 - 37 ~~equivalent) as provided in the Interlocal Agreement.~~

38

39 **OBJ PSF 2.5 Proportionate Share Mitigation**

40

41 ~~Coordinate with the School Board to provide proportionate share~~
42 ~~mitigation alternatives that are financially feasible and will achieve and~~
43 ~~maintain the adopted level of service standard consistent with the School~~
44 ~~Board's adopted financially feasible Five-Year Facilities Work Program.~~

45

46 **POLIGIES**

1 ~~PSF 2.5.1 **Acceptable Mitigation.** The School Board shall allow mitigation for~~
2 ~~developments that would otherwise cause the LOS standards to be exceeded.~~
3 ~~Mitigation options shall include the following: contribution of, or payment for,~~
4 ~~acquisition of new or expanded school sites; construction or expansion of~~
5 ~~permanent school facilities; mitigation banking, the creation of mitigation banking~~
6 ~~based on the construction of a public school facility in exchange for the right to~~
7 ~~sell excess capacity credits within the same concurrency service area; and~~
8 ~~charter schools, provided they are constructed to SREF standards, so that they~~
9 ~~can be relied on over the longer term as public school capacity, designed to~~
10 ~~whatever minimum size and specifications established by the School Board to~~
11 ~~ensure that if the School Board is required, it can efficiently operate the school,~~
12 ~~or such mitigation options acceptable to all parties.~~

13
14 ~~PSF 2.5.2 **CIP and Proposed Mitigation.** Proposed mitigation must be directed~~
15 ~~toward a permanent capacity improvement identified in the School Board's~~
16 ~~financially feasible Five-Year Facilities Work Program. However, the School~~
17 ~~Board may accept mitigation in the form of an improvement not identified on the~~
18 ~~Five-Year Facilities Work Program and commit to add the needed improvement~~
19 ~~to the Five-Year Facilities Work Program. The School Board must find that any~~
20 ~~proposed mitigation will satisfy the demands created by the proposed~~
21 ~~development consistent with the adopted level of service standards, and the~~
22 ~~mitigation shall be assured by a legally binding development agreement between~~
23 ~~the School Board, the County, and the applicant executed prior to the issuance of~~
24 ~~the final plat, site plan or functional equivalent.~~

25
26 ~~PSF 2.5.3 **Shifting Impacts.** The School Board shall evaluate how the impacts~~
27 ~~of a development shall be shifted. Measures to maximize capacity, including~~
28 ~~modifications to concurrency service areas in lieu of shifting development~~
29 ~~impacts, can be considered.~~

30
31 ~~PSF 2.5.4 **Relocatable Classrooms.** Relocatable classrooms will not be~~
32 ~~accepted as mitigation. Modular classrooms are not considered relocatable for~~
33 ~~purposes of acceptable mitigation.~~

34
35 ~~PSF 2.5.5 **Calculation Proportionate Share Mitigation.** The applicant's total~~
36 ~~proportionate share mitigation obligation to resolve a capacity deficiency shall be~~
37 ~~based on the following formula for each school level: multiply the number of new~~
38 ~~student stations required to serve the new development by the average cost per~~
39 ~~student station, as determined by the Department of Education's most current~~
40 ~~cost per student station applicable to Escambia County plus land costs. The~~
41 ~~average cost per student station shall include school facility development costs~~
42 ~~and land costs. The applicant's proportionate share mitigation obligation will be~~
43 ~~credited toward any other impact fee or exaction imposed by local ordinance for~~
44 ~~the same need, on a dollar-for-dollar basis, at fair market value.~~

45
46 ~~PSF 2.5.6 **School Facility Map.** Consistent with Section 163.3177(12)(h),~~
47 ~~Florida Statutes, the Public School Facilities Element shall include future-~~

1 ~~conditions maps showing existing and, where practical, anticipated schools over~~
2 ~~the five-year and long-term planning periods. The maps of necessity may be~~
3 ~~general over the long-term planning period and do not prescribe a land use on a~~
4 ~~particular parcel of land. The Public Schools Facilities Element Maps are~~
5 ~~attached herein to this ordinance as Exhibit S.~~

6
7 ~~**PSF 2.5.7 Long Range Public School Facility Map.** The County is to address~~
8 ~~coordination of the long range public school facility map with the local~~
9 ~~government's comprehensive plan, including the Future Land Use Map. (Section~~
10 ~~163.3177(12)(g)9, Florida Statutes.~~

1 **Chapter 16**

2
3 **GOAL FLU 16 MID-WEST ESCAMBIA COUNTY OPTIONAL SECTOR PLAN**

4
5 **Escambia County shall utilize the Optional Sector Plan process to**
6 **encourage cohesive and sustainable development patterns within central**
7 **Escambia County, emphasizing urban form and the protection of regional**
8 **resources and facilities.**

9
10 **OBJ FLU 16.1 Conceptual Long-term Build-out Overlay**

11
12 **Adopt a conceptual long-term buildout overlay for the Mid-West Optional**
13 **Sector Plan area as authorized by the Florida Department of Community**
14 **Affairs.**

15
16 **POLICIES**

17
18 **FLU 16.1.1 The Long-Range Conceptual Framework Map, attached and**
19 **incorporated in this Plan as Exhibit D, identifies the location, type and extent of**
20 **land uses, regionally significant public facilities, and regionally significant natural**
21 **resources. This area shall be depicted on the Future Land Use Map as the**
22 **Optional Sector Plan (OSP) and be evaluated in future statutorily required**
23 **evaluation and appraisal review.**

24
25 **FLU 16.1.2 Development within the OSP area shall support and further the**
26 **following general principles:**

27
28 **Economic Development**

- 29 a. **Promote economic development and job creation**
30 b. **Promote the fiscally efficient use of land and infrastructure**
31 c. **Provide adequate retail and service opportunities to meet the needs of**
32 **the surrounding community**

33
34 **Transportation**

- 35 a. **Create a highly interconnected, multi-modal transportation system that**
36 **efficiently links housing to employment and retail opportunities**
37 b. **Develop a hierarchy of transportation corridors that would increase**
38 **mobility and accessibility within the OSP while respecting existing**
39 **residential development**
40 c. **Create an interconnected and accessible pedestrian and bicycle**
41 **network**
42 d. **Reduce vehicle trips (VT) and vehicle miles traveled (VMT)**
43 **through the use of compact, mixed-use and transit-oriented development**
44 **patterns**

1 Environment

- 2 a. Establish a “green infrastructure” network of interconnected
3 recreation areas and open space;
4 b. Identify, protect and when impacted by development restore key
5 ecosystems;
6 c. Identify, protect and when impacted by development restore wildlife
7 habitat and corridors;
8 d. Reduce greenhouse gas (GHG) emissions.

9
10 Community Design

- 11 a. Create a hierarchy of place;
12 b. Promote compact neighborhood design;
13 c. Create neighborhoods that would provide a broad range of housing
14 options varying in size, style, cost and type of ownership;
15 d. Provide neighborhood schools and parks within close proximity to
16 housing consistent with Chapter 16, Public Schools Facilities
17 Element;
18 e. Construct resource-efficient homes and businesses.

19
20 FLU 16.1.3 The total maximum development scenario of the Mid-West Escambia
21 County Optional Sector Plan shall be limited to 12,175,000 sq. ft. of non-
22 residential development and 23,000 residential dwelling units. Any future
23 amendments to this total shall result in a balanced jobs-to-housing ratio.

24
25 **OBJ FLU 16.2 Economic Development**

26
27 **Adopt development guidelines that implement the economic development**
28 **principles of the Optional Sector Plan area.**

29
30 **POLICIES**

31
32 FLU 16.2.1 The OSP shall contain two Regional Employment Districts. The
33 Northern Regional Employment District is intended to recognize and build upon
34 the County’s pre-existing investment in the Central Commerce Park. The
35 Southern Regional Employment District is intended to create an immediate
36 opportunity for significant economic development and job creation proximate to
37 Interstate 10 and existing population centers.

38
39 The location of these districts shall be generally consistent with the conceptual
40 long-term buildout overlay. The intent of these districts is to support economic
41 development and improve the jobs-to-housing balance in central Escambia
42 County. These districts are intended to contain predominantly industrial,
43 distribution and office uses. Development within the Regional Employment
44 Districts shall be consistent with the following standards:

1 **Northern Regional Employment District**

2

<u>Development Standards</u>	
<u>Maximum Size</u>	<u>400 net acres*</u>
<u>Maximum FAR</u>	<u>.50</u>
<u>Maximum Gross Floor Area</u>	<u>2,500,000 sq. ft.</u>

3 **Net acres are to be defined as gross acreage less water bodies*
 4 *and wetlands.*

5

<u>Land Use Mix*</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Residential</u>	<u>0%</u>	<u>10%</u>
<u>Office</u>	<u>20%</u>	<u>60%</u>
<u>Commercial</u>	<u>0%</u>	<u>5%</u>
<u>Industrial</u>	<u>20%</u>	<u>60%</u>
<u>Recreation/Public</u>	<u>5%</u>	<u>No Maximum</u>

6 **Percentages apply to the Northern Regional Employment*
 7 *District as a whole and not by individual parcel.*

8

9 **Southern Regional Employment District**

10

<u>Development Standards</u>	
<u>Maximum Size</u>	<u>1,600 net acres*</u>
<u>Maximum FAR</u>	<u>.50</u>
<u>Maximum Gross Floor Area</u>	<u>8,000,000 sq. ft.</u>

11 **Net acres are to be defined as gross acreage less water bodies*
 12 *and wetlands.*

13

<u>Land Use Mix*</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Residential</u>	<u>0%</u>	<u>10%</u>
<u>Office</u>	<u>20%</u>	<u>60%</u>
<u>Commercial</u>	<u>0%</u>	<u>5%</u>
<u>Industrial</u>	<u>20%</u>	<u>60%</u>
<u>Recreation/Public</u>	<u>5%</u>	<u>No Maximum</u>

14 **Percentages apply to the Southern Regional Employment District*
 15 *as a whole and not by individual parcel.*

16

17 FLU 16.2.2 In order to minimize public expenditures and maximize the efficient
 18 use of public infrastructure and services such as utilities and roads, development
 19 within the OSP shall be in the form of clustered, compact neighborhoods and
 20 centers.

21

22 **OBJ FLU 16.3 Transportation**

23

24 **Adopt development guidelines that implement the transportation principles**
 25 **of the Optional Sector Plan area.**

1 **POLICIES**

2
3 FLU 16.3.1 Transportation infrastructure within the OSP shall be designed as a
4 network of hierarchical local, collector and arterial roadways that form a
5 curvilinear grid pattern that respects the natural environment while providing a
6 high degree of interconnectivity.

7
8 FLU 16.3.2 Local and collector streets, sidewalks, bike lanes and multi-use paths
9 shall contribute to a system of fully-connected and attractive routes from
10 individual neighborhoods to neighborhood, village, town and employment
11 centers. Their design should encourage pedestrian and bicycle use by being
12 spatially defined by buildings, trees, and lighting; and by discouraging high speed
13 vehicular traffic.

14
15 FLU 16.3.3 Neighborhood, Village and Town Centers shall be transit-oriented and
16 designed to accommodate current and future transit systems.

17
18 FLU 16.3.4 Land uses adopted within the OSP shall result in an appropriate job
19 to housing balance that reduces overall Vehicle Miles Traveled (VMT) locating
20 residential uses within close proximity to jobs.

21
22 **OBJ FLU 16.4 Environment**

23
24 **Adopt development guidelines that implement the environmental principles**
25 **of the Optional Sector Plan area.**

26
27 **POLICIES**

28
29 FLU 16.4.1 “Green infrastructure” shall be defined as an interconnected network
30 of preservation areas, open space, parks, greenbelts and other natural areas that
31 support the function of natural systems, allow the natural management of
32 stormwater, support wildlife migration patterns, and promote community access
33 to recreational areas. Throughout the OSP these areas shall be constructed,
34 restored and maintained to the greatest extent possible.

35
36 FLU 16.4.2 Wherever possible, the natural terrain, drainage and vegetation of the
37 area shall be preserved.

38
39 FLU 16.4.3 Environmentally sensitive areas shall be preserved in a way that will
40 maintain their integrity as wildlife habitat consistent with the definition in Chapter
41 3, Definitions. The County shall require mandatory clustering on the upland areas
42 of properties that are impacted by environmentally sensitive areas; however, for
43 those properties that lack an adequate amount of uplands, limited development
44 in the OSP would be permitted if a taking would result.

45
46 FLU 16.4.4.Key wildlife corridors shall be identified and protected from the
47 impacts of development.

1 FLU 16.4.5 Measures shall be implemented to reduce Green House Gas (GHG)
2 emissions consistent with the intent of Chapter 2008-191, Laws of Florida. The
3 implementation of this policy shall include but not be limited to the following
4 measures:

- 5
- 6 a. Reduction of VMT by encouraging the design of compact,
7 walkable, mixed-use, transit-oriented neighborhoods.
- 8 b. Creation of a highly interconnected, multi-modal transportation that
9 incorporates facilities for current and future transit systems.
- 10 c. Promotion of alternative (non-fossil fuel) energy sources.

11

12 FLU 16.4.6 To ensure appropriate identification, protection and management of
13 regionally significant natural resources within the OSP, the following process is
14 established:

- 15
- 16 1. Regionally significant natural resources, including water bodies,
17 wetlands, listed species habitat, unique vegetative communities and
18 publicly owned lands acquired for conservation purposes, shall be
19 identified at the long-term master plan level utilizing publicly
20 available data. These resources shall be depicted on the long-term
21 master plan framework map as “Anticipated Conservation Areas.”
- 22
- 23 2. At the Detailed Specific Area Plan (DSAP) level, Anticipated
24 Conservation Areas shall be subject to further study and
25 refinement. Methods such as photo-interpretation and
26 ground- truthing shall be utilized to verify and, where
27 appropriate, revise Anticipated Conservation Area
28 boundaries. These areas shall be depicted as Low Impact
29 Natural Resource Areas (LINRA) on the DSAP land use
30 map. LINRA designation is intended to identify areas of
31 regionally significant natural resources within the Mid-West
32 Escambia County Sector Plan. It is anticipated that these
33 areas will be subject to further delineation under the State of
34 Florida’s Environmental Resource Permit (ERP) program
35 and may be regulated accordingly.
- 36
- 37 3. Land within a DSAP and located within areas designated as
38 LINRAs will be evaluated during the development review process
39 for environmental significance. Land uses, densities, and
40 intensities will be that of the underlying land use plan. However,
41 wetlands and other environmentally sensitive lands as defined in
42 Section 3.04 will be subject to the relevant requirements of
43 Conservation Policies 1.3.7, 1.3.8 and Conservation Objective 1.4.
44 Lands identified through the permitting process for preservation
45 shall be protected through the recordation of conservation
46 easements consistent with Florida Statutes.
- 47

1 **OBJ FLU 16.5 Community Design**

2
3 **Adopt development guidelines that implement the community design**
4 **principles of the Optional Sector Plan area.**

5
6 **POLICIES**

7
8 FLU 16.5.1 The OSP shall contain mixed-use town, village and neighborhood
9 centers. The location of these centers shall be generally consistent with the
10 conceptual long-term build-out overlay. The intent of these centers is to provide
11 recreation, retail, service, and employment opportunities within close proximity to
12 residential neighborhoods. These centers and the surrounding neighborhoods
13 shall be linked by interconnected, multi-modal transportation corridors containing
14 pedestrian, bicycle, public transit and auto facilities, thereby encouraging
15 alternative forms of travel and reducing both VT and VMT. Prior to site
16 development a conceptual plan will be provided to the County to demonstrate
17 these standards set forth below.

18
19 **A. Town Center**

20 The Town Center is intended to be the retail center of the OSP and
21 capture a market area approximately 5 to 15 miles in size. The design of
22 the Town Center is intended to be compact, mixed-use and similar in
23 nature to traditional downtown cores. The Town Center shall be
24 designed to accommodate approximately 500,000 to 1,000,000 sq. ft. of
25 non- residential uses predominantly comprised of retail and office space.
26 The Town Center shall contain significant residential opportunities.
27 Residential uses shall be limited to multi-family units which may be
28 located above ground floor office or retail uses. In addition, higher density
29 single-family development may occur within ½ mile of the Town Center.
30 Development within the Town Center shall be consistent with the
31 following standards:

32

<u>Development Standards</u>	
<u>Maximum Size</u>	<u>500 net acres*</u>
<u>Maximum FAR</u>	<u>1.0</u>
<u>Maximum Gross Floor Area</u>	<u>1,200,000 sq. ft.</u>
<u>Minimum Residential Density</u>	<u>10.0 du. ac.</u>

33 **Net acres are to be defined as gross acreage less*
34 *water bodies and wetlands.*

35

<u>Land Use Mix*</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Residential**</u>	<u>30%</u>	<u>50%</u>
<u>Office</u>	<u>20%</u>	<u>40%</u>
<u>Commercial</u>	<u>20%</u>	<u>40%</u>
<u>Industrial</u>	<u>Not Permitted</u>	
<u>Recreation/Public</u>	<u>15%</u>	<u>No Maximum</u>

36 **Percentages shall be applied to the Town Center as a*

whole and not by individual parcel.

B. Village Centers

Village Centers are intended to be sub-area retail centers and capture a market area approximately ½ to 2 miles in size. The design of Village Centers shall be compact, mixed-use and similar in nature to traditional, small town main streets. Village Centers shall be designed to accommodate approximately 40,000 to 200,000 sq. ft. of non-residential uses predominantly comprised of retail and office space. In addition, Village Centers may contain centralized park and recreation, community and educational facilities. Development within the Village Centers shall be consistent with the following standards:

<u>Development Standards</u>	
<u>Maximum Size</u>	<u>40 net acres*</u>
<u>Maximum FAR</u>	<u>.50</u>
<u>Maximum Gross Floor Area</u>	<u>200,000 sq. ft.</u>
<u>Minimum Residential Density</u>	<u>7.0 du. ac.</u>

*Net acres are to be defined as gross acreage less water bodies and wetlands

<u>Land Use Mix*</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Residential**</u>	<u>20%</u>	<u>40%</u>
<u>Office</u>	<u>10%</u>	<u>25%</u>
<u>Commercial</u>	<u>15%</u>	<u>30%</u>
<u>Industrial</u>	<u>Not Permitted</u>	
<u>Recreation/Public</u>	<u>10%</u>	<u>No Maximum</u>

*Percentages shall be applied to each Village Center as a whole and not by individual parcel.

**Residential uses shall be limited to multi-family and may be located above ground floor office or commercial.

C. Neighborhood Centers

Neighborhood Centers are intended to provide small, neighborhood serving retail and service opportunities with a market area approximately ¼ to 1 mile in size. The design of Neighborhood Centers shall be compact and pedestrian oriented. Neighborhood Centers shall be designed to accommodate approximately 1,000 to 15,000 sq. ft. of non-residential uses. In addition, Neighborhood Centers may contain centralized park and recreation, community and educational facilities. Neighborhood Centers shall be generally located as indicated on the Optional Sector Plan long-range conceptual framework map. Additional neighborhood centers may be considered where market data and analysis demonstrate the trade area will support an additional center. Development within the Neighborhood Centers shall be consistent with the following standards:

1

<u>Development Standards</u>	
<u>Maximum Size</u>	<u>5 net acres*</u>
<u>Maximum FAR</u>	<u>.25</u>
<u>Maximum Gross Floor Area</u>	<u>15,000 sq. ft.</u>
<u>Minimum Residential Density</u>	<u>5.0 du. ac.</u>

2
3
4

*Net acres are to be defined as gross acreage less water bodies and wetlands.

<u>Land Use Mix*</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Residential**</u>	<u>-</u>	<u>-</u>
<u>Office</u>	<u>0%</u>	<u>20%</u>
<u>Commercial</u>	<u>0%</u>	<u>35%</u>
<u>Industrial</u>	<u>Not Permitted</u>	
<u>Recreation/Public</u>	<u>20%</u>	<u>No Maximum</u>

5
6
7
8
9
10

*Percentages shall be applied to each Neighborhood Center as a whole and not by individual parcel. **Residential uses shall be limited to multi-family and must be located above ground floor office or commercial.

11
12
13
14
15
16
17
18
19
20

FLU 16.5.2 The OSP shall contain a mixture of residential neighborhoods that vary in regards to dwelling unit type and density. The location of these neighborhoods shall be generally consistent with the conceptual long-term build-out overlay. The intent of these neighborhoods is to provide a variety of housing options and within close proximity to schools and parks as well as retail, service, and employment opportunities. The location and design of new neighborhoods shall be such that they ensure the continued protection of natural resources and existing neighborhoods, promote a strong sense of community, and provide access to nearby recreational opportunities.

21
22
23
24
25
26
27
28
29
30
31
32
33
34

A. Traditional/Urban Neighborhoods

Traditional/Urban Neighborhoods are intended to be high density, compact communities adjacent to centralized retail and service opportunities. Traditional Urban Neighborhoods shall be designed in a manner that creates a strong sense of place through the layout of the streets, arrangements of open space, appearance of streetscapes and linkage of neighborhoods to supporting services. To allow the efficient use of land and infrastructure, increase walkability and support existing and future transit systems. Traditional/Urban Neighborhoods shall be located generally within ½ mile of Town, Village or Neighborhood centers and contain a variety of housing types ranging on average from 5 to 25 dwelling units per gross acre. Individual sites may have density greater than 25 units per gross acre provided the average density stays within the 5 to 25 dwelling units range.

35
36

B. New Suburban Neighborhoods

Residential development generally greater than ½ mile from Town, Village or

1 Neighborhood centers shall be in the form of New Suburban Neighborhoods.
2 These neighborhoods are intended to be medium density communities
3 comprised of a highly interconnected transportation system including
4 pedestrian, bicycle, and automobile networks. A variety of housing types
5 ranging from 3 to 10 dwelling units per gross acre shall be permitted.
6

7 **C. Conservation Neighborhoods**

8 Residential neighborhoods generally greater than 1/2 mile from Town, Village
9 or Neighborhood centers with a density less than 2.5 dwelling units per gross
10 acre shall only be permitted as Conservation Neighborhoods. Conservation
11 Neighborhoods are intended to replace typical suburban neighborhoods with
12 a more efficient and environmentally protective development pattern.
13 Conservation Neighborhoods shall be low density, clustered communities with
14 a distinct “edge” consisting of interconnected open space. This open space
15 shall serve to protect and preserve areas of significant natural resources and
16 wildlife habitat while offering passive recreational opportunities to residents.
17 Conservation Neighborhoods shall be required to preserve a minimum of 50%
18 open space. Open space shall be preserved in perpetuity through a
19 conservation easement.
20

21 FLU 16.5.3 Escambia County recognizes the number of pre-existing
22 neighborhoods within the OSP. These neighborhoods range from loosely
23 associated subdivisions of land to historical communities with a strong sense of
24 place. Through the Detailed Specific Area Plan (DSAP) process, residents of
25 existing neighborhoods will be asked to provide input regarding new development
26 within the OSP. In addition, existing neighborhoods will be provided the
27 opportunity to either redevelop or more strongly establish their existence through
28 the use of organizing elements such as signage and designation of a community
29 park or center.
30

31 FLU 16.5.4 To reduce the impacts and costs of transportation and create a
32 neighborhood focal point, the County shall encourage the location of schools,
33 consistent with Chapter 16, Public Schools Facilities Element, within residential
34 neighborhoods or adjacent to centers. Co-location with community parks shall
35 be encouraged.
36

37 FLU 16.5.5 Residential and non-residential construction within the OSP shall
38 promote green building principles intended to reduce overall energy and water
39 consumption.
40

41 **OBJ FLU 16.6 Specific Area Plans**

42
43 **Adopt procedures and guidelines for the development and approval of**
44 **detailed specific area plans.**
45
46
47

1 **POLICIES**

2
3 FLU 16.6.1 Development within the OSP shall be subject to the adoption of
4 Detailed Specific Area Plans (DSAP). Each DSAP must be a minimum of 1,000
5 acres in size and developed in sufficient detail to allow evaluation of the
6 interrelationship of its parts and establish consistency with principles and criteria
7 contained in FLU 16.1.1-FLU 16.5.5. Until and unless a DSAP is approved by the
8 Escambia County Board of County Commissioners and found in compliance by
9 the Florida Department of Economic Opportunity, the property in the OSP shall
10 maintain the underlying future land use category (e.g. Agricultural, Rural
11 Community, Mixed-Use Suburban) and zoning district (e.g. the agricultural, the
12 rural community, the mixed-use low density zonings or the equivalents), except
13 for those projects that are vested.

14
15 All applications for development approvals (i.e. lot splits, special exceptions,
16 variances, etc.) on any property within the OSP shall be reviewed on a case-by-
17 case basis for the effect of such development approval on adopted or future
18 DSAPs and in compliance with the general principles established in FLU Policy
19 16.1.2. At a minimum, development of a DSAP must include the following
20 information:

21
22 **I. DSAP Boundary Determination Analysis**

23 Conduct a preliminary site analysis of the proposed DSAP area to determine
24 appropriate boundaries. This analysis shall include the following:

- 25
26 1. Identification of the extent and location of natural resources.
- 27
28 2. Identification of the environmental opportunities and constraints
29 to development within the area.
- 30
31 3. Identification of the net usable land area.
- 32
33 4. Determination of a maximum development scenario based
34 upon the uses, densities and intensities identified in the
35 Conceptual Long-term Build-out Overlay.
- 36
37 5. A Jobs-to-housing balance assessment consistent with policy FLU
38 5.3.4 and utilizing a professionally acceptable methodology.
- 39
40 6. Identification of public facilities and services available to the
41 area; available capacity; potential deficiencies; and an
42 approximation of necessary improvements.

43
44
45 The final boundaries for a DSAP must be approved by Escambia County before
46 initiating a conceptual DSAP as described in Section II below.

1 **II. Conceptual DSAP**

2 The intent of the Conceptual DSAP process is to prepare an initial plan
3 for public review and comment. A Conceptual DSAP shall address the
4 following:

- 5
- 6 1. The location of neighborhoods, centers and regional employment
7 districts generally consistent with the conceptual long-term buildout
8 overlay. For neighborhoods, a computation of density shall be
9 provided along with the permitted uses and proposed lot sizes. For
10 centers, a computation of density and intensity shall be provided, as
11 well as the area and percentage of land use mix consistent with the
12 categories found in FLU 16.5.1. For regional employment districts, a
13 computation of the area, intensity and percentage of land use mix
14 consistent with the categories found in FLU 16.2.1 shall be
15 provided.
- 16
- 17 2. Circulation routes for pedestrians, bicycles, transit and automobiles,
18 including consideration for connection with the surrounding area.
19 For each facility to be included in the DSAP, design criteria should
20 be included addressing:
- 21 • Roadway cross-sections
 - 22 • On street parking (if applicable)
 - 23 • Pedestrian, Bicycle and Transit facilities
 - 24 • Landscape and streetscape standards
- 25
- 26 3. Location and size/capacity of major infrastructure components
27 including wastewater, water, re-use water, stormwater and solid
28 waste.
- 29
- 30 4. Design criteria proposed for each land use category proposed for
31 the DSAP including, but not limited to:
- 32 • Typical lot size
 - 33 • Setbacks
 - 34 • Height
 - 35 • Density
 - 36 • Floor Area Ratio (commercial)
 - 37 • Signage
- 38
- 39 5. Strategies for the integration of existing development.

40

41 The Conceptual DSAP shall be presented to the public at an information
42 workshop. This workshop is to be advertised in a manner consistent with
43 Chapter 4, Public Participation. In addition, each property owner in the DSAP
44 and each property owner within 1,000 feet of the boundary of the DSAP must
45 be notified of the workshop. Substantial compliance with the provisions of this
46 policy regarding the various methods for providing notice shall be sufficient to

1 constitute notice to all affected parties. Comments from the public must be
2 documented and included in a report to Escambia County.

3
4 **III. Preliminary DSAP.**

5 Based on the results of the informational workshop described in Section
6 II., prepare a Preliminary DSAP shall be prepared. At a minimum, this plan
7 shall consist of the following elements:

8
9 1. Statement of the community goals and objectives to be
10 accomplished by the DSAP.

11
12 2. DSAP exhibits including:

13
14 a. A detailed land use plan indicating the distribution, extent
15 and location of future land uses, including the proposed
16 locations for transportation facilities (auto, transit, bike,
17 pedestrian), major community services (water and
18 wastewater plants, fire and police substations,
19 government buildings), neighborhood school(s), parks and
20 any conservation areas.

21
22 b. A detailed public facilities plan identifying regionally
23 significant public facilities, including public facilities outside
24 the jurisdiction of Escambia County, anticipated impacts of
25 future land uses on these facilities and required
26 improvements consistent with Chapter 9J-2, Florida
27 Administrative Code. In addition, this plan shall include the
28 following components:

29
30 i. A transportation analysis consistent with Chapter 9J-
31 2, indicating the general location of all arterial and
32 collector roadways necessary to serve the DSAP,
33 their right-of-way width, and design cross section. It
34 should also address the proposed location of transit
35 routes and the manner in which they can be
36 integrated into the regional transportation system. The
37 general location of all bikeways and pedestrian paths
38 should demonstrate access to all schools, commercial
39 and civic areas from any point in the DSAP. The
40 transportation analysis should be accompanied by a
41 report demonstrating the impact on transportation
42 facilities and documenting the timing and estimated
43 cost for transportation improvements required by
44 development of the DSAP. Prior to initiation of any
45 transportation analysis, the County shall consult with
46 the Florida Department of Transportation (FDOT)
47 regarding the analysis methodology in regards to

1 impacts to the Florida Intrastate Highway System
2 (FIHS). Each DSAP shall analyze the cumulative
3 traffic impact of all previously approved DSAPs on the
4 area road network, including the FIHS. Prior to
5 approval of any DSAP, the Florida DOT shall have the
6 opportunity to comment on the traffic analysis in
7 regards to impacts to any State roads.

8
9 ii. A public improvements analysis that identifies the
10 location and size of the water and wastewater
11 systems necessary to support development of the
12 DSAP. The analysis shall address demand, the
13 location and size of plants, major distribution and
14 collection systems, the design performance
15 standards that will be used in the review and
16 approval of all development plans processed for the
17 individual land use categories, the proposed source
18 of funding, and the approximate timing for
19 construction.

20
21 c. A housing analysis addressing the need for affordable and
22 workforce housing within the DSAP, the ability of the DSAP
23 to provide a sustainable balance of housing units to
24 employment opportunities, and potential impact of the
25 proposed plan on existing neighborhoods and infill
26 opportunities throughout the County.

27
28 d. A detailed natural resource analysis that identifies specific
29 measures to assure the protection of regionally significant
30 natural resources and other important resources both within
31 and outside the jurisdiction of Escambia County, including
32 those resources identified in Chapter 9J-2, Florida
33 Administrative Code.

34
35 e. An energy efficiency analysis addressing the ability to
36 reduce greenhouse gas emissions and improve energy
37 efficiency within the DSAP.

38
39 f. A land use need analysis addressing the amount of land
40 necessary to accommodate both the projected population
41 and future employment opportunities and promote
42 sustainable development patterns.

43
44 The Preliminary DSAP shall be presented to the public at an
45 informational workshop as per the requirements of Section II.

46
47 **IV. Final DSAP and Report**

48 Refinements to the Preliminary DSAP documents, based on the
49 informational workshop described in II, shall be prepared. The resulting

1 Final DSAP shall be submitted to Escambia County for review and
2 approval by the Planning Board and Board of County Commissioners.
3 DSAP's prepared by an individual property owner or other venture must
4 be presented through the County planning staff to the Board of County
5 Commissioners. The DSAP will not be effective until approved by the
6 Escambia County Board of County Commissioners.

7
8 **V. Changes to an Existing DSAP.**

9 Any addition or deletion of property or changes to the neighborhood,
10 center or district boundaries in an approved DSAP shall follow the
11 County's established processes. It shall include an evaluation and
12 analysis of the impacts to the approved or planned land uses and the
13 ability of the proposed amendment to meet the principles and
14 guidelines outlined in this plan. Such additions or deletions shall not
15 be designed to create remnant areas or fragmented DSAPs.

16
17 FLU 16.6.2 Approval of zoning changes shall be based on consistency with the
18 OSP principles and guidelines outlined in FLU 16.1.1-5.5.4. Specifically, such
19 changes shall consider the impact on the overall DSAP in terms of the central
20 focus of the land uses in the DSAP, with higher density in general proximity to
21 Centers.

22
23 FLU 16.6.3 Once a DSAP is adopted by the Board of County Commissioners, all
24 applications for development approval (i.e., lot splits, special exceptions,
25 variances) under the existing zoning shall be evaluated for compatibility with the
26 adopted DSAP.

27
28 FLU 16.6.4 Applications for a comprehensive plan amendment to establish a
29 DSAP shall include an analysis matrix indicating compliance with the specific
30 requirements of Florida Statutes.

31
32 FLU 16.6.5 OSP design criteria shall be incorporated into the Land Development
33 Code within one year of the adoption of the first DSAP. All development within
34 the boundary of an adopted DSAP shall comply with the OSP design criteria and
35 other applicable provisions of the LDC. Where OSP design criteria conflict with
36 other LDC provisions, the OSP criteria shall govern.

37
38 FLU 16.6.6 Should a development be proposed requiring an amendment to the
39 OSP, which the County Local Planning Agency determines is contrary to the
40 intent of the OSP planning concept and, therefore, should not be exempt from
41 the requirements of Florida Statutes, the applicant may be required, with
42 concurrence by the FDEO, to be processed as a DRI.

43
44 **OBJ FLU 16.7 Adequate Public Facilities and Services**

45
46 **Adopt procedures and guidelines for the provision of adequate public**
47 **facilities to serve the OSP and subsequent DSAPs.**

1 **POLICIES**

2
3 FLU 16.7.1 Each DSAP shall be evaluated to determine whether adequate
4 public facilities and services exist or will be in existence to serve the identified
5 needs of the DSAP.
6

7 FLU 16.7.2 Prior to or in conjunction with the approval of an DSAP by the
8 Escambia Board of County Commissioners, the land for the following public
9 facilities shall be conveyed to Escambia County or a development agreement
10 addressing the timely conveyance of such lands shall be approved by Escambia
11 County.

- 12 • Land for identified schools sites, consistent with
- 13 Chapter 16, Public Schools Facilities Element
- 14 • Land for identified parks and recreation facilities
- 15 • Right-of-way for identified collector and arterial
- 16 roadways necessary to serve the DSAP
- 17 • Land for identified potable water and wastewater
- 18 treatment facilities
- 19 • Right-of-way for all utilities necessary to serve the DSAP
20

21 FLU 16.7.3 Procedures and guidelines governing the provision of adequate
22 public facilities and services shall not replace or supersede and provisions of the
23 Escambia County concurrency management system.
24
25

26 **OBJ FLU 16.8 Intergovernmental Coordination**

27
28 **Adopt procedures to ensure intergovernmental coordination to address**
29 **extra jurisdictional impacts.**
30

31 FLU 16.8.1 To provide for intergovernmental coordination to address extra
32 jurisdictional impacts within the jurisdiction of the Florida Department of
33 Economic Opportunity as prescribed in Florida Statutes, the County shall provide
34 to adjacent municipalities and counties, other units of government providing
35 services but not having regulatory authority over the use of land, state and
36 regional regulatory agencies, and the Escambia County School Board,
37 information and copies of appropriate material related to the applications for a
38 DSAP. The material provided shall include information indicating issues of
39 regional significance in the region, or containing regional policies. It shall include
40 material describing planning, permitting or review requirements of state, regional
41 or local significance. It shall also include detailed identification of regionally
42 significant public facilities, including public facilities outside the jurisdiction of
43 Escambia County, anticipated impacts of future land uses on those facilities, and
44 required improvements consistent with Florida Statutes. The adjacent
45 municipalities, counties, other units of government and regulatory agencies shall
46 have the opportunity to review and provide comments to the County, to ensure
47 communication and coordination are used to minimize any potential adverse

1 impacts.

Escambia County Comprehensive Plan **DRAFT** Review Matrix (revised 1/9/14)

Note No.	Comp Plan Chapter	Section	Sub Section	Action	Action Comment	Statute Location/Section / Page No.
2.1	2	2.01		Added Military rep. and School district rep.		
2.2	2	2.01	2 (c)	Revised Statement - Monitor, review and prepare periodic reports required by Section 163.3191 , Florida Statutes, including regular assessments of the plan and preparation of the evaluation and appraisal report on the plan	Eliminated reference to Section 163.3191 and Evaluation and Appraisal of comprehensive plan	163.3191 Section 20 entire section
3.1	3	3.04		Amended definition of "Density"	Revised definition to match 163	Page 9, Statute 163.3164 (4)
4.1	4	4.01 -4.03		To remain per Legal, see email October 31st	Public participation to remain.	NR
5.1	5	5.07		Striking this section and replacing with new language	The comprehensive plan must be based upon permanent and seasonal population estimates and projections, which must either be those provided by the University of Florida's Bureau of Economic and Business Research or generated by the local government based upon a professionally acceptable methodology. (§163.3177(1)(f)3, F.S.)	Page 22, Statute 163.3177. (1)(f)3.
5.2	5	5.08		Revised Statement - To remove concurrency requirements for mass transit, Public Schools, and recreation		Page 67, Statute 163.3180. (1)(b)/Page 152, Statute 339.2819. (5)€
5.3	5	5.09		Revised per County request	County Requested Revision	NR
5.4	5	5.12		Removed Reference to timeframe restrictions (no EAR based amendment required)	Eliminated as Statute 163.3187 6B page 122	163.3191 Statute 20 entire Statute
5.5	5	5.12	a-i	Removed due to revision to EAR requirement	Eliminated as Section 163.3187 6B page 122	163.3191 Statute 20 entire section
5.6	5	5.13		Eliminated reference to sections and chapter nos. and ref. to fees	Revised for clarity	163.3191 Statute 20 entire section
6.1	6					
6.2	6			Revised to indicate as policy and refer to LDC Chapter 5.	Staff review requested - Completed	Page 67, Statute 163.3180. (1)(b)/Page 152, Statute 339.2819. (5)€
6.3	6	CMS 1.1- CMS 1.4.4		Removed	duplicated in LDC Art 5.14-New Language added by staff	Page 67, Statute 163.3180. (1)(b)/Page 152, Statute 339.2819. (5)€
7.1	7			Revised to remove "reduce vehicle miles traveled and reduction of greenhouse gases"	Not required by State	Page 27, Statute 163.3177. (6)h. / Page 34, Statute 163.3177. (6)(c) / Page 43, Statute 163,3177.(6) (j)10.
7.2	7	FLU 1.1.5-1.1.11		Removed per County Staff request	Duplicated in LDC in Art. 4 and 7	NR

Escambia County Comprehensive Plan **DRAFT** Review Matrix (revised 1/9/14)

Note No.	Comp Plan Chapter	Section	Sub Section	Action	Action Comment	Statute Location/Section / Page No.
7.3	7	FLU 1.1.12		Revised to remove family member designation and replace with the term "family member as determined by the LDC"	County revision by ordinance.	Ordinance directed.
7.3	7	FLU 1.2.1		Revised language	Simplified	NR
7.4	7	FLU 1.2.2 - 1.2.3		Duplicated in LDC	LDC Art. 7	NR
7.5	7	FLU 1.4.2		Modified	Specifics are in Art. 2 to admin.	NR
7.6	7	FLU 1.5		Removed Green requirement	Not required by State	Page 27, Statute 163.3177. (6)h. / Page 34, Statute 163.3177. (6)(c) / Page 43, Statute 163,3177.(6) (j)10.
7.7	7	FLU 1.5.2		Removed	Duplicated in LDC in Art. 6 and 7	NR
7.8	7	FLU 2.1.4		Removed	Duplicated in LDC Art. 7	NR
7.9	7	FLU 2.3.1		Revised per County request due to the fact that statement limited CRA to current areas	Removing specific reference.	NR
7.10	7	FLU 2.4 and 2.4.1		Revised	Dated info removed	NR
7.11	7	FLU 2.4.2		Required as part of the grant agreement	County Request	NR
7.12	7	FLU 2.4.3-4		Revised per County request	Unsafe cond. Covered by Code Enf. And 2.4.4 is completed	NR
7.13	7	5		Changed "Optional Sector plan" means the an optional process authorized by s. 163.3245 in which one or more local governments engage in long-term planning for a large area and by agreement with the state land planning agency are allowed to address regional development-of-regional-impact issues through adoption of detailed specific area plans within the planning area within certain designated geographic areas identified in the local comprehensive plan as a means of fostering innovative planning and development strategies in s. 163.3177(11)(a) and (b), furthering the purposes		Page 131, Statute 163.3245 (1) through (3) and (6), (9)(b)

Escambia County Comprehensive Plan **DRAFT** Review Matrix (revised 1/9/14)

Note No.	Comp Plan Chapter	Section	Sub Section	Action	Action Comment	Statute Location/Section / Page No.
7.14	7	3.1.6-8		Removed per County Staff request	County request	NR
7.15		4.1.2		To be relocated to Comp Plan 2.01(4)	Admin Section	
7.16	7	FLU 4.1.3-6	a, b	Relocate to 2.01	Relocated in comp plan to 2.01 (4) a,b,c,d respectively	NR
7.17	7	FLU 4.1.7		Relocate to 2.	Added to 2.01 (1)	NR
7.18	7	GOAL FLU 5		To be relocated to the end of the Comp Plan per County direction	Now referred as Ch. 17	NR
7.19	7	5.8.1		Now 5.1 and 5.1.1	Due to relocation of sector plan to chapt. 17	Page 3 of House Bill No. 7207
8.1	8	1.1.1		Removed	Not required by State	statute 163.3180
8.2	8	1.1.2		Revised	To allow for local control of LOS	Page 67, statute 163.3180 Section 15 1(b) Page 67, Section 163.3180. (1)(b), (5)(b)(d), (f)(2)5., (h)3.c.(II)(A), (5)(e), (6), (7), (9)(a), (10), (12)(a)4., (13), (15) / Page 152, Section 339.2819. (5)(e)
8.3	8	1.1.3		Revised	Reference to LDC - Design Standards access management	NR
8.4	8	1.1.7		Removed	Duplicated in LDC Art. 7.11.00	NR
8.5	8	1.1.8		Revised: general reference to maps	Update dates and references	NR
8.6	8	1.1.12		Removed	Not req. by State	NR
8.7	8	1.1.13		Revised	SRTS renamed to transportation alternative which includes SRTS, sidewalks, bikes, rails & trails.	NR
8.8	8	1.1.14		Revised	Move the following to LDC 7.11.05 -New development along routes shown on the TPO Bicycle and Pedestrian Plan, the County's Bicycle and Pedestrian Plan, or the SRTS Plan shall install sidewalks and/or bicycle facilities as specified by those plans for any street frontage of the development that coincides with those routes.	NR
8.9	8	1.1.15		Revised	Combined 1.1.16 into 15	NR
8.10	8	1.1.16		Removed and combined into 1.1.15		NR
8.11	8	1.1.18	MOB 1.1.18	Revised to remove concurrency and allow for provisions to address development impacts	Revised per staff decision (traffic & pz)	NR
8.12	8	1.1.19		Requirement to remain - Required for trip funding	County Request	NR
8.13	8	1.1.23	OBJ MOB 1.2 -1.3	To remain for TRIP funding	TRIP funding	Page 73. statute 163.3180
8.14	8	1.2	OBJ MOB 1.2	Removed not req. by State	Not required by State 163	NR
8.15	8	1.5	MOB 1.5.1 -1.5.5	Removed	Duplicated in LDC	NR
8.16	8	1.5	MOB 1.5.6	To remain	Require for State funding	NR
8.17	8	1.6	OBJ MOB 1.6	Removed	Eliminated as part of Section 163.3177 page 43 and 34	NR
8.18	8	2	2.1.1-2.1.2/2.2.1-2.2.7/2.3.1-2.3.2/2.4.1-2.4.2	To remain	Not req. by State - is in ECAT contract	NR
8.19		2.5	2.5.2-2.5.3	Removed	Contractual req. of provider	NR
8.2	8	3.1.1	3.1.1-3.3.2	Removed	Not req. by State	
8.21	8	4	4.2.1 and 4.2.2	Revised	Combined some language and deleted duplicated DRC process (LDC Art. 2.4 and 11)	NR

Escambia County Comprehensive Plan **DRAFT** Review Matrix (revised 1/9/14)

Note No.	Comp Plan Chapter	Section	Sub Section	Action	Action Comment	Statute Location/Section / Page No.
8.22	8	4	4.2.3	Relocated to LDC	DRC process in LDC Art 2.13.B.3 (Allyson) NEW LANGUAGE -DONE	NR
9.1	9	1.2	Hou 1.2.1	Definition Revised to match 163	Edited by Randy Wilkerson	Page 8. Statute 163.3164 (3)
9.2	9	1.4	OBJ Hou 1.4	Editing to allow for the removal of 1.4.1 -1.4.9	Edited by County staff - to remove several paragraphs and place the essential information in the head paragraph.	NR
9.3	9	1.4	1.4.1-1.4.9	Removal due to redundancy	Edited by County staff	NR
9.4	9	1.6	Hou 1.6.5	Revised by County staff	Edited by County staff	NR
9.5	9	1.6	Hou 1.6.6	Revised to remove dated information	Edited by County staff	NR
9.6	9	1.6	Hou 1.6.8-1.6.11	Revised to remove restricting information and redundant information	Edited by County staff	NR
9.7	9	1.7	Hou 1.7.1	Revised to remove unnecessary information and timelines not required of the County.	Edited by County staff	NR
9.8	9	1.7	1.7.3	Removed	Change to EAR req. (no report, now review)	
9.9	9	1.8	Hou 1.8.3	Removed	Not req. by State (ref. Building Code)	Page 38. Statute 163.3177 Section 12 1 h
10.1	10	1.1	INF 1.1.8-12	Legal review needed	Completed	NR
10.2	10	1.1	1.1.5-1.1.6	Removed	Regulated by FDEP	NR
10.3			2.1.8	Removed	Combined education to the program language in 2.1.7	
10.4	10	3	INF 3.1.5-3.1.6	Removed	Dated info no longer used in the process	NR
10.5	10	3	INF 3.1.9	Removed	Duplicated LDC Art.7 future Design Standards	NR
10.6	10	4	INF 4.1.4, 4.1.7-4.1.9	Legal review needed		NR
10.7	10	5.1	INF 5.1.1 - 5.1.4	Added language to indicate policy req. (State permits) consolidated into one statement		NR
10.8	10	5.1	INF 5.1.5	Removed	Duplicated by State permit in 5.1	NR
11.1	11	1.1	COA 1.1.4	Removed	Duplicated in LDC Art. 12.06	
11.2	11	1.2	COA 1.2.4	Revised	Dated info	NR
11.3	11	2.1	2.1.2	Revised	Annual report not req.	
11.4			2.1.4	Removed	Implemented and scheduled for adoption	NR
11.5	11	2.2	COA 2.2.1	Removed	Duplicated in LDC Art 12.01	NR
11.6	11	2.2	COA 2.2.3	Removed	Duplicated in LDC Art. 7.08	NR
11.7	11	2.2	COA 2.2.8	Removed	Not required by the State	NR
11.8			2.2.9	Revised		
11.9	11	2.3	COA 2.3.2	Section remaining	Required concession of the HCP	NR
11.10	11	2.3	COA 2.3.4	Removed	Not required by state	NR
12.1	12	1.1	CON 1.1.5	Removed	Duplicated within LDC Art. 13 (clustering)	NR
12.2	12	1.1	CON 1.1.7	Removed	Duplicated in Art.7.13	NR
12.3	12	1.1	CON 1.1.8	Revised	Not required by the State	NR
12.4	12	1.1	CON 1.1.9	Revised	Not required by the State	NR
12.5	12	1.2	CON 1.2.1	Revised	For clarity-not required in LDC	NR
12.6	12	1.2	CON 1.2.2-1.2.3	Removed	State/Fed enforces these	NR
12.7			1.2.4-1.2.7	Removed	Not required by the State	

Escambia County Comprehensive Plan **DRAFT** Review Matrix (revised 1/9/14)

Note No.	Comp Plan Chapter	Section	Sub Section	Action	Action Comment	Statute Location/Section / Page No.
12.8	12	1.3	CON 1.3.2	Revised	For clarity	NR
12.9			1.3.3	Removed	State/Fed enforces these	NR
12.10			1.3.4	Revised	Removing specific reference to annual report	
12.11	12	1.3	CON 1.3.8	Removed	State/Fed enforces these	NR
12.12	12	1.5	CON 1.5.4	Removed	Added to LDC Art 7.07 NEW LANGUAGE	NR
12.13	12	1.6	CON 1.6.2	Revised	Duplicated in LDC Art. 7.01/.03	NR
12.14	12	1.6	CON 1.6.3	Revised	Duplicated in LDC 7.03	NR
12.15	12	1.6	CON 1.6.5 & 1.6.6	Removed	Duplicated in LDC 7.01	NR
12.16	12	1.6	CON 1.6.7	Revised	Not required by the State	NR
12.17	12	1.6	CON 1.6.8 - 1.6.10	Removed	Not required by the State	NR
12.18	12	1.8	CON 1.8.1	Removed	Not required by the State	Page 43. Statute 163.3177 Section 12 10
12.19	12	1.8	CON 1.8.2	Removed	Not required by the State	NR
12.20	12	1.8	CON 1.8.3	Revised	Removed portion- Not required by the State	NR
12.21	12	1.8	CON 1.8.4-1.8.5	Removed	Not required by the State	Page 38. Statute 163.3177 Section 12 1 h
13.1	13	1.1	1.1.4	Revised	Not required by the State	
13.2	13	1.2	CON 1.2.3	Removed	Not required by the State	NR
13.3	13	1.3		Modified.	Not req. by State; but monitoring still used	Page 67. Statute 163.3180 Section 15 (1) (a) and (2) (b)
13.4	13	1.3	REC 1.3.2	Removed	open space req. added to LDC in Density Bonus Art. 7.17 (NEW LANGUAGE) Allyson. DONE. 7 concurrency req. removed	NR
13.5	13	1.3	CON 1.3.5	Removed	Not required by the State	NR
13.6	13	1.3	Con 1.3.6	Removed	Not required by the State	Page 67. Statute 163.3180 Section 15 (1) (a) and (2) (b)
14.1	14	1	ICE 1.1.1	Revised	Corrected Dept. name	Page 98. Statute 163.3184 Section 17 (3) (c) 2
14.2			1.1.2	Removed	Not required by the State	
14.3			1.1.3	Removed	Past policy - Not required by the State	NR
14.4	14	1.3	1.3.1	Revised	Removed concurrency optional items	
14.5	14		1.3.3	Revised	Removed concurrency optional items	
14.6	14		1.3.5	Revised	Removed concurrency optional items	
14.7	14		1.3.7	Removed	Relocated in comp plan to 2.01	
14.8	14	1.4	1.4.1	Revised	Updated	
15.1	15	1.1	1.1.1	Removed	Not required by the State	
15.2	15		1.1.2	Removed	Removed concurrency optional items	
15.3	15		1.1.4-1.1.6	Revised/Removed	Removed concurrency optional items	
15.4	15	1.2	CIE 1.2.1	Slight revision to remove financial feasibility requirement	(b)1. The capital improvements element must be reviewed by the local government on an annual basis. Modifications and modified as necessary in accordance with s. 163.3187 or s. 163.3189 in order to update the maintain a financially feasible 5-year capital improvement schedule of capital improvements.	Page 24. Statute 163.3177 Section 12 (3) (a) 5 (b)
15.5	15	1.2	CIE 1.2.3	Removed	Not required by the State	NR
15.6	15		1.2.5	Revised	Removed dated info	
15.7	15	1.3		Revised	Not required by the State	Page 24. Statute 163.3177 Section 12 (3) (a) 5 (b)
15.8	15		1.3.6 - 1.3.7	Removed	NEW LANGUAGE in LDC Trans LOS Monitoring	
15.9	15		1.3.1-1.3.8	Remove	Managed through ordinance, not required by the State not Land use issue	
15.10	15	1.4	1.4.5	Removed	Modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and is not (and may not be) deemed to be amendments to the local comprehensive plan. (§163.3177(5)(b), F.S.)	Page 24. Statute 163.3177 Section 12 - (3)(a)5(b)

Escambia County Comprehensive Plan **DRAFT** Review Matrix (revised 1/9/14)

Note No.	Comp Plan Chapter	Section	Sub Section	Action	Action Comment	Statute Location/Section / Page No.
15.11	15	1.4	1.4.7	Removed	Removed concurrency optional items	Page 75. Statute 163.3180 Section 15 (6)
16.1	16	All		Remove	Removed concurrency optional items	Page 55. Statute 163.31777 Section 12 (12)
General	7	FLU 5		Added	Added ordinance language per County request.	
Public Comments						
Commenter Initials	Comp Plan Chapter	Section	Sub Section	Comment	Initial County Response	Final Resolution
DG Comment	1	1.03		Marked to be Removed	Reviewed for removal	Not removed
DG Comment	2	2.01	(2) a.,b,e.,f.	Marked to be Removed	Reviewed to be condensed and/or simplified and referenced statute	Not condensed
DG Comment	2	2.01	(3)	Marked to be Removed	Reviewed for removed	Not removed
DG Comment	2	2.02		Marked to be Condensed	Reviewed to be condensed and/or simplified and referenced statute	Not condensed
DG Comment	3	3.04		Requested that the wetland definition be Revised to meet state definition	Reviewed state definition	Current definition meets the state definition with the exception of one additional statement. Statement was added to Escambia County Comp Plan "Wetland" definition.
DG Comment	5	5.02		Marked to be Removed	To remain as is- Reviewed to determine if the section could be modified	Not removed or modified
DG Comment	5	5.03		Marked to be Removed	To remain as is -Reviewed to determine if the section could be modified	Not removed or modified
DG Comment	5	5.05		Marked to be Revised & updated	Remove references to names and process	References to Consultants and expired documents were removed
DG Comment	5	5.06		Marked to be Removed	To remain as is	Not removed
DG Comment	5	5.10		Marked to be Revised	Remove last paragraph redundant	Last paragraph was removed
DG Comment	5	5.11		Marked to be Removed	To remain as is	Not removed
DG Comment	6	Initial Paragraph		Marked to be Removed	To remain as is	Not removed
DG Comment	6	Goal CMS 1		Marked to be Removed	To remain as is	Not removed
DG Comment	6	CMS 1.1.1		Marked to be Removed	To remain as is	Not removed
DG Comment	6	CMS 1.1.3		Marked to be Removed	To remain as is	Not removed
DG Comment	6	CMS 1.3.1-1.3.2		Marked to be Removed	All sections have been relocated to the LDC with the exception of the opening paragraph	Not removed
DG Comment	6	CMS 1.4.1-1.4.3		Removed particular sections	All sections have been relocated to the LDC paragraph	Edited as indicated
DG Comment	7	FLU 1.1.2		Removed later portion of the paragraph	To remain as is	Not Removed
DG Comment	7	FLU 11.4		Removed later portion of the paragraph	To remain as is	Not Removed
DG Comment	7	FLU 1.1.12		Removed the last part of the paragraph	To remain as is	Not Removed

Escambia County Comprehensive Plan **DRAFT** Review Matrix (revised 1/9/14)

Note No.	Comp Plan Chapter	Section	Sub Section	Action	Action Comment	Statute Location/Section / Page No.
DG Comment	7	FLU 1.1.13		Removed the introduction of the paragraph	To remain as is	Not Removed
DG Comment	7	FLU 1.4.1		Removed later portion of the paragraph	To remain as is	Not Removed
DG Comment	7	FLU 1.5.3 - 1.5.4		Removed selected portions of the paragraph	To remain as is	Not Removed
DG Comment	7	Goal FLU 2		Removed later portion of the paragraph	To remain as is	Not Removed
DG Comment	7	FLU 2.1.1		Removed later portion of the paragraph	To remain as is	Not Removed
DG Comment	7	FLU 2.2.1		Removed later portion of the paragraph	To remain as is	Not Removed
DG Comment	7	OBJ FLU 3.1		Marked to be Removed	To remain as is	Not Removed
DG Comment	7	FLU 3.1.1-3.1.5		Marked to be Removed	To remain as is	Not Removed
DG Comment	7	FLU 4.1.2		Removed later portion of the paragraph	To remain as is	Not Removed
DG Comment	8	MOB 1.1.4		Removed later portion of the paragraph	To remain as is	Not Removed
DG Comment	8	MOB 1.1.9		Removed particular sections	To remain as is	Not Removed
DG Comment	8	MOB 1.1.11		Removed particular sections	Removal approve by staff	Edited as indicated
DG Comment	8	MOB 1.1.13		Marked to be Removed	To remain with selected revisions based on recent state funding changes	Edited as indicated
DG Comment	8	MOB 1.1.14		Marked to be Removed	To remain as is	Not Removed
DG Comment	8	MOB 1.15		Marked to be Removed	To remain with selected revisions	Not Removed
DG Comment	8	MOB 1.18		Removed particular sections	To remain as is	Not Removed
DG Comment	8	mob 1.1.20		Revised	Staff indicated that removal may effect future and/or present funding	No further action required
DG Comment	8	MOB 2.2.5		Removed later portion of the paragraph	Staff indicated that removal may effect future and/or present funding	No further action required
DG Comment	8	MOB 2.5.3		Marked to be Removed	Has been removed	No further action required
DG Comment	8	MOB 3.1.1-3.1.4		Removed as indicated	To remain as is	Not Removed
DG Comment	8	MOB 3.3.1 -3.3.2		Marked to be Removed	Has been removed	No further action required
DG Comment	8	4.1.3		Revised	Review interlocal agreement and federal guidelines - Staff reviewed and indicated that the statement shall remain as is.	No further action required
DG Comment	9	Opening Paragraph		Removed as indicated	To remain as is	Not Removed
DG Comment	9	HOU 1.2.4		Review - verify definition of modular home and manufactured home	Comment by Randy Wilkerson (11/15/13): The affordable housing programs have never been the County source for the definition of manufactured housing (mobile homes) or modular homes. I believe the County has historically used the HUD definition for manufactured/mobile homes and the State of Florida definition for modular homes.	Horace added the following statement "Escambia County shall encourage the use of modular homes, mobile and/or manufactured as a type of housing as defined by Florida statutes within the appropriate zoning and future land use categories."

Escambia County Comprehensive Plan **DRAFT** Review Matrix (revised 1/9/14)

Note No.	Comp Plan Chapter	Section	Sub Section	Action	Action Comment	Statute Location/Section / Page No.
DG Comment	9	HOU 1.3.2		Review	Comment by Randy Wilkerson (11/15/13): The affordable housing programs have never been the County source for the allowable zoning categories with respect to foster care or group home facilities. Though someone with more knowledge than me would need to verify, I believe this is based on State law but I simply do not know enough about it to state whether the elimination of the "medium density" category would violate such provisions.	To remain as per state requirements.
DG Comment	9	HOU 1.8.1		Modify to reference Florida Building Code	Comment by Randy Wilkerson (11/15/13): This provision was not placed in the Plan by NEFI/Housing, but it is of interest to us since we aspire to these standards where funding allows. I simply do not know what is desired here. Does Dan want to eliminate this altogether and just reference that Energy Efficiency Standards shall be as minimally prescribed by the Florida Building Code; OR is the intent that we add the Florida Building Code Energy Efficiency Standards to this list of other standards? <i>As with other provisions, for certain grant programs that the County may seek via the Dept. of Energy or Florida Energy Office this citation is a positive element. For example, the new County Office Building on Fairfield utilized LEED provisions to seek grants for components of that facility.</i>	Will add to statement "as governed by the Florida Building Code" and remove the certification requirements.
DG Comment	10	Opening Paragraph		Marked to be Removed	To remain as is	Not Removed
DG Comment	10	OBJ INF 1.1		Removed as indicated	To remain as is	Not Removed
DG Comment	10	INF 1.1.12		Revise	Remove date	Date removed
DG Comment	10	INF 2.1.6		Revise	Remove date	Date removed
DG Comment	10	INF 3.1.1		Removed particular sections	Revised	Need JB confirmation
DG Comment	11	Opening Paragraph		Removed particular sections	To remain as is	Not Removed
DG Comment	11	COA 1.1.3		Removed particular sections	To remain as is	Not Removed
DG Comment	11	COA 1.1.9		Revised	Remove PBSJ	Edited as indicated
DG Comment	11	COA 1.2.7		Revised	Add "As Needed"	Edited as indicated
DG Comment	11	COA 1.3.3		Revised - Originally the "CAT 5" was Removed per County Request, however, Tim Day reviewed and indicated that this should remain as originally stated.	Remove name "Accepted by Generally Accepted Model/Per Tim Day, "CAT 5" is a Staffir- Simpson Scale feature, so this "Red Highlighted" section should remain.	Edited as indicated in previous column
DG Comment	11	COA 1.5.1		Removed Paragraph	To remain as is	Not Removed
DG Comment	11	COA 2.1.5		Removed Selected Portions of the Paragraph	To remain as is	Not Removed
DG Comment	11	COA 2.3.5		To Review	Tim Day states that no structures will be allowed on Gulf Bathing Beaches	Not removed or modified
DG Comment	12	Opening Paragraph		Removed Selected Portions of the Paragraph	To remain as is	Not Removed
DG Comment	12	CON 1.1.1		Removed Selected Portions of the Paragraph	To remain as is	Not Removed
DG Comment	12	CON 1.1.6		Removed Selected Portions of the Paragraph	To remain as is	Not removed
DG Comment	12	CON 1.3.1		Removed Selected Portions of the Paragraph	To remain as is	Not Removed

Escambia County Comprehensive Plan **DRAFT** Review Matrix (revised 1/9/14)

Note No.	Comp Plan Chapter	Section	Sub Section	Action	Action Comment	Statute Location/Section / Page No.
DG Comment	12	1.3.7		To Review & Revise	To remain as is	Not Removed
DG Comment	12	1.6.4		To Review	Removed Points 'A - F' and Move to LDC.	Edited as indicated
DG Comment	13	Opening Paragraph		Revised	Purpose Statement-' LOS'- No Longer Required	Edited as indicated
DG Comment	14	ICE 1.1.1		Revised	Remove " Objective 1.5 of the Public School Facilities Element"	Edited as indicated
DG Comment	14	ICE 1.3.1		Marked to be Removed	To remain as is - With Modification to Expired Dates. This response has changed see Planning Board Section.	Edited as indicated
DG Comment	14	ICE 1.3.4 and 1.3.7		Marked to be Removed	Review relocation to LDC	Have been removed in part.
DG Comment	15	CIE 1.2.4		Marked to be Removed	Review CHHA Requirement.	Legal requested that it would remain as is.
DG Comment	15	CIE 1.2.5		Marked to be Removed	To remain as is - With Modification to Expired Dates.	Not Removed
GH Comments	12	Con 1.2.4		While the original statement might have been too specific, shouldn't the County have a policy to replace vehicles as they need to be replaced with more efficient and clean energy vehicles?	This is not a Land Use Issue. This can be addressed by the administration office.	
GH Comments	12	Con 1.2.5		These are all important public policy areas that the County should promote. How will the County address them in the future?	Escambia County would need to receive direction from the Board on these policy issues.	
GH Comments	12	Con 1.2.6		These are all important public policy areas that the County should promote. How will the County address them in the future?	Escambia County would need to receive direction from the Board on these policy issues.	
GH Comments	12	Con 1.2.7		These are all important public policy areas that the County should promote. How will the County address them in the future?	Escambia County would need to receive direction from the Board on these policy issues.	
GH Comments	12	Con 1.3.2		Why would we not want to require the best practices? Are there certain best practices that should be required?	Escambia County will continue to support best practices for the agricultural management practices.	
GH Comments	12	Con 1.3.4		Is there a way the data and recommendations are reported? Can that be referenced here?	Please clarify, what specific data and recommendations that you are referring to?	

Escambia County Comprehensive Plan DRAFT Review Matrix (revised 1/9/14)

Note No.	Comp Plan Chapter	Section	Sub Section	Action	Action Comment	Statute Location/Section / Page No.
GH Comments	12	Con 1.3.8		Knowing that this is important and how short staffed the State and Federal agencies are, how does the County know these things are enforced? How does the County interact with these agencies to ensure enforcement?	We can only address and enforce our local regulations. The county does interact with State and Federal agencies for this specific issues. However, the County can only address and enforce local regulations.	
GH Comments	12	1.6.6		If the State is not interested in this issue, does that mean it is no longer an area of concern to the County? Were our efforts not working? Do we need to find another way to promote this?	Yes the county is concerned, we are reviewing our required elements for concurrency.	
GH Comments	12	1.6.7		If the State is not interested in this issue, does that mean it is no longer an area of concern to the County? Were our efforts not working? Do we need to find another way to promote this?	Yes the county is concerned and we are reviewing our required elements for concurrency.	
GH Comments	12	1.6.8		If the State is not interested in this issue, does that mean it is no longer an area of concern to the County? Were our efforts not working? Do we need to find another way to promote this?	Yes the county is concerned and we are reviewing our required elements for concurrency.	
GH Comments	12	1.6.9		If the State is not interested in this issue, does that mean it is no longer an area of concern to the County? Were our efforts not working? Do we need to find another way to promote this?	Yes the county is concerned and we are reviewing our required elements for concurrency.	
GH Comments	12	1.6.10		issue, does that mean it is no longer an area of concern to the County? Were our efforts not working? Do we need to find	Yes the county is concerned and we are reviewing our required elements for concurrency.	

Planning Board Workshop Comments 11/19/13

Escambia County Comprehensive Plan **DRAFT** Review Matrix (revised 1/9/14)

Note No.	Comp Plan Chapter	Section	Sub Section	Action	Action Comment	Statute Location/Section / Page No.
Commenter Initials	Comp Plan Chapter	Section	Sub Section	Comment	Initial County Response	Final Resolution
Planning Board Workshop	3	3.04	N/A	Remove "Density Means An" from Density Definition	This has been edited.	Completed
Planning Board Workshop	4	4.05-4.07	N/A	Remove strikethroughs as a result of legal review	Strikethrough line work has been removed - exiting text to remain in document.	Completed
Planning Board Workshop	General	N/A	N/A	Correct statute misspellings	This has been Corrected.	Completed
Planning Board Workshop	14	OBJ ICE 1.3	ICE 1.3.1	Planning Board Made revisions to this section, to provide for School Facilities Monitoring and Impact Assessment	Text was Edited and Reviewed during the Planning Board Workshop.	Completed
Planning Board Workshop	5	5.08	N/A	Change 'Ordinance' to Comprehensive Plan	Ordinance has been replace with Comprehensive Plan.	Completed
Planning Board Workshop	General	N/A	N/A	Remove 'Section 163...' Reference and Leave 'Florida Statutes'.	All References to the Specific Section of the 163 statute has been removed, EXCEPT for the Specific Chapter Reference in the Definition section.	Completed

Planning Board Workshop Comments 1/07/14

Commenter Initials	Comp Plan Chapter	Section	Sub Section	Comment	Initial County Response	Final Resolution
Planning Board Workshop	General	N/A	N/A	Change all occurrences of "shall" to "will"	Where applicable all occurrences of shall have been removed and replaced with will - with the exceptions of chapter 1 and 16, in those chapters "shall" will remain as is	Completed
Planning Board Workshop	General	N/A	N/A	Make all "Statute" plural	Where applicable the term Statute was made plural	Completed
Planning Board Workshop	General	N/A	N/A	Define the acronym "JLUS"	In section 2.01 (5) A 1. of Chapter 2 the term JLUS has a explanation of "Joint Land Use Study"	No changes necessary
Planning Board Workshop	General	N/A	N/A	Define the acronym "AIPD"	In section 2.01 (5) A 1. of Chapter 2 the term AIPD has a explanation of " Airfield Influence Planning Districts"	No changes necessary
Planning Board Workshop	General	N/A	N/A	As indicated in section 1.01 all occurrences of "The Escambia County Comprehensive Plan" will be replaced with "The Plan"	This has been completed with the exception of Section 1.04 - which refers to a previous comprehensive plan.	Completed
Planning Board Workshop	2	2.01	(2) b.	Remove the text "be responsible for the preparation of" and replace with "prepare"	Text was edited as requested.	Completed

Escambia County Comprehensive Plan **DRAFT** Review Matrix (revised 1/9/14)

Note No.	Comp Plan Chapter	Section	Sub Section	Action	Action Comment	Statute Location/Section / Page No.
Planning Board Workshop	5	5.04	N/A	Remove section 5.04	This has been completed and the entire section renumber to reflect the deletion.	Completed
Planning Board Workshop	5	5.08	N/A	Remove "roads"	This has been corrected.	Completed
Planning Board Workshop	7	FLU 1.1.5	N/A	Remove "continue to " and replace with "will"	Text was edited as requested.	Completed
Planning Board Workshop	7	FLU 2.4.1	N/A	Remove "may be updated from time to time"	Text was edited as requested.	Completed
Planning Board Workshop	7	FLU 4.17	d	Remove "if necessary"	Text was marked for removal	Completed
Planning Board Workshop	10	GOAL INF 5	OBJ INF 5.1 Policies	Edit the opening paragraph to add the following text " ...shall be addressed through state permits". Also add "Florida Statutes and local regulations"	This has been completed	Completed
Planning Board Workshop	13	Goal Rec 1	N/A	Remove "the"	This has been corrected.	Completed
Planning Board Workshop	16	General	N/A	Replace DCA with DEO	No Action	No changes necessary
Planning Board Workshop	16	FLU 16.4.5		Review the terms "laws of Florida"	No Action	No changes necessary



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6013

Growth Management Report 12. 6.

BCC Regular Meeting

Public Hearing

Meeting Date: 04/29/2014

Issue: 5:49 p.m. - A Public Hearing - SSA-2014-01 Kemp Rd

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

5:49 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map for SSA-2014-01

That the Board of County Commissioners (BCC) review and adopt Small Scale Amendment SSA-2014-01; amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended; amending the 2030 Future Land Use Map designation.

At the March 4, 2014, Planning Board Meeting, the Board recommended approval to the BCC.

BACKGROUND:

The applicant has requested a Future Land Use (FLU) map amendment to change the FLU category of a parcel totaling 9.38 (+/-) acres, from Mixed-Use Urban (MU-U) FLU to Industrial (I). The zoning designation for the referenced parcel is currently R-5, Urban Residential/Limited Office District, (cumulative) High Density. The applicant is concurrently requesting a rezoning for the parcel to C-2, General Commercial and Light Manufacturing District (cumulative). Based on the applicant's request, the intent of the proposed FLU change is to expand the existing mineral processing operations from the adjacent property to the south.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Ryan Ross, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the Future Land Use Map and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance 1A

Clean Ordinance 1A

SSA-2014-01

Staff Analysis

Maps

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

47
48 This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment
49 2014-01."

50
51
52 **Section 3. Changes to the 2030 Future Land Use Map**

53
54 The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the
55 Escambia County Code of Ordinances, the Escambia County Comprehensive Plan:
56 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all
57 notations, references and information shown thereon, is further amended to include the
58 following future land use change.

59
60
61 One parcel within Section 24, Township 1S, Range 30, Parcel Number
62 1600-000-001 totaling 9.38 (+/-) acres, located on Kemp Road, as more
63 particularly described by Pittman Glaze and Associates, Inc., in the
64 boundary survey dated June 5, 2013 attached as exhibit A, from Mixed-
65 Use Urban(MU-U) to Industrial (I).

66
67
68 **Section 4. Severability**

69
70 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
71 unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect
72 the validity of the remaining portions of this Ordinance.

73
74
75 **Section 5. Inclusion in the Code**

76
77 It is the intention of the Board of County Commissioners that the provisions of this
78 Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that
79 the sections, subsections and other provisions of this Ordinance may be renumbered or
80 relettered and the word "ordinance" may be changed to "section," "article," or such other
81 appropriate word or phrase in order to accomplish such intentions.

82
83
84 **Section 6. Effective Date**

85
86 Pursuant to Section 163.3187(5)(c), Florida Statutes, this Ordinance shall not become
87 effective until 31 days after adoption. If challenged within 30 days after adoption, this
88 Ordinance shall not become effective until the Department of Economic Opportunity or
89 the Administration Commission enters a final order determining the Ordinance to be in
90 compliance.

91 **DONE AND ENACTED** this _____ day of _____, 2014.

92

93

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

94

95

96

97

By: _____

98

Lumon J. May, Chairman

99

100 ATTEST: PAM CHILDERS
101 Clerk of the Circuit Court

102

103

104

By: _____

105

Deputy Clerk

106

107

108 (SEAL)

109

110

111 ENACTED:

112

113 FILED WITH THE DEPARTMENT OF STATE:

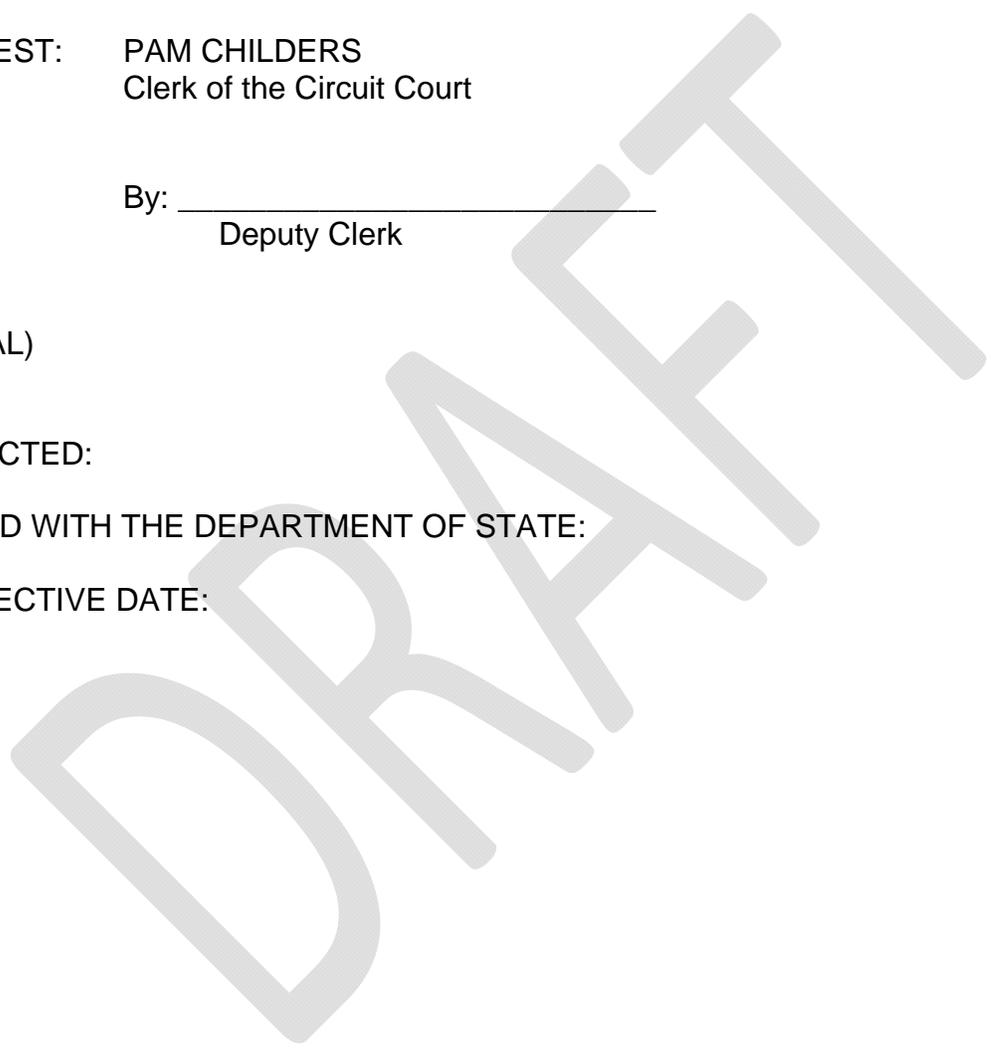
114

115 EFFECTIVE DATE:

116

117

118



ORDINANCE NUMBER 2014-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 24, TOWNSHIP 1S, RANGE 30W, PARCEL NUMBERS 1600-000-001 TOTALING 9.38 (+/-) ACRES, LOCATED ON KEMP ROAD, FROM MIXED-USE URBAN (MU-U) TO INDUSTRIAL (I); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

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

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

Section 1. Purpose and Intent

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

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment 2014-01."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change.

One parcel within Section 24, Township 1S, Range 30, Parcel Number 1600-000-001 totaling 9.38 (+/-) acres, located on Kemp Road, as more particularly described by Pittman Glaze and Associates, Inc., in the boundary survey dated June 5, 2013 attached as exhibit A, from Mixed-Use Urban(MU-U) to Industrial (I).

Section 4. Severability

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

Section 5. Inclusion in the Code

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

Section 6. Effective Date

Pursuant to Section 163.3187(5)(c), Florida Statutes, this Ordinance shall not become effective until 31 days after adoption. If challenged within 30 days after adoption, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this _____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



February 13, 2014

Allyson Cain
Escambia County Development Review
3363 West Park Place
Pensacola, FL 32501

**Re: FLUM Amendment Request – Parcel 24-1S-30-1600-000-001
HMM# 335130**

Dear Allyson,

On behalf of our client we are submitting a FLUM Amendment Request for the referenced parcel with a requested change from the existing designation of MU-U (Mixed Use – Urban) to I (Industrial) for the purposes of borrow pit and reclamation activities. A rezoning request has been submitted for this project, and we respectfully request that the requests are considered concurrently.

This FLUM Amendment request was discussed with County Staff in a meeting held on February 10, 2013.

Submitted with this request is the following information.

- Ownership information
- FLUM Amendment Application Form
- Concurrency Determination Form
- Affidavit of Owner and Limited Power of Attorney Form
- Street Map of Property location
- Data and Analysis supporting request
- Application Fee in the amount of \$2,117.50 (Check #1579)

A Boundary Survey and additional supporting information was provided with the Re-zoning submittal for this project.

Thank you for your assistance on this project.

Sincerely,

HATCH MOTT MACDONALD

T. Heath Jenkins, P.E.
Project Manager

cc: Rodney Sutton
file

**FUTURE LAND USE MAP AMENDMENT
APPLICATION**

CHECKLIST

1. Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).
2. Letter of request, including reason(s) for map amendment and desired future land use category
3. Notarized Affidavit of Ownership and Authorization (form herein)
4. Notarized Affidavit of Ownership and Limited Power of Attorney (form herein) if agent will act in owner's behalf
5. Concurrency Determination Acknowledgement (form herein)
6. Proof of Ownership (Copy of Warranty Deed or Tax Notice)
- Also need copy of Contract for Sale if the change of ownership has not yet been recorded. *Submitted w/ Re-zoning*
7. Street Map depicting general property location
8. Legal Description of exact property area proposed for a future land use map amendment, including:
 - Street Address
 - Property Reference Number(s)
 - Boundary Survey
 - Total acreage requested for amendment
Submitted w/ Re-zoning
9. Land Use Map Amendment Application fee
10. Complete Data and Analysis (See applicable page herein)

FUTURE LAND USE MAP AMENDMENT APPLICATION
(Revised 10/04/13)

INSTRUCTIONS

Please contact our office at (595-3475) to make an appointment with a Planner to personally discuss your site and prospective plans for it, and to review the application form with you to answer any questions you may have.

It is important for the application packet to be complete and on time in order to process and schedule your request for the required public hearing(s). The Planning Board holds public hearings once a month. Application closing dates for these hearings are provided in the attached schedule (Attachment A). In order for your application to move through the process in a timely manner, it is important for all items on the application to be completed. Incorrect or missing information could delay the hearing of your request. **NOTE: The applicant, or his/her agent, must be present at the Planning Board meeting. It is also highly recommended that he or she be present at the subsequent Board of County Commissioners meeting.**

An application is not considered complete until all of the items listed on the Future Land Use Map Amendment Application Checklist (attached herein) are received.

Please note the completion and notarized certification(s) required herein. The owner and/or agent acting in his/her behalf, must sign the certification(s) where indicated on the application. Signatures must be properly notarized. If an agent is handling the request, the owner must sign the application and submit an Affidavit of Ownership & Limited Power of Attorney (attached herein) authorizing said agent to act in his/her behalf.

FEES: An application fee of \$2,964.50 for a large-scale amendment and \$2,117.50 for a small-scale amendment. **For a large-scale amendment only**, a \$1000.00 advertising deposit is required upon application submittal. Applications should be accompanied by a check made payable to Escambia County and submitted prior to 3:00 p.m. no later than the closing date for acceptance of applications. In addition, the applicant and agent are responsible for payment of advertisement fees for required public hearings and any remedial reports or analyses which may be required (in accordance with the Escambia County Land Development Code, Chapter 2, Section 2.09.05). An estimated minimum cost of advertisement fees for two public hearings is \$1200.00; however, additional hearings may be required. The exact amount will be billed to the applicant and agent after the newspaper has agreed to run the ad(s). Should applicant fail to submit final payment within 90 days of invoice date (refer to Affidavit of Ownership and FLU Change Request) for advertising costs, agent and applicant may be temporarily suspended from submitting projects until advertising fee balance has been paid in full.

Please remember, the Planning Board meets only once a month. Applications received after the deadline for a particular meeting will not be heard until the following meeting.

NOTE: Whenever an applicant would like any County Staff member to appear and testify at a hearing other than the normal public hearings required to process your request, a minimum notification of 5-10 days to the individual staff member and the Development Services Department is required in advance of the hearing.

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____

LARGE SCALE FLU AMENDMENT _____

Current FLU: _____ Desired FLU: _____ Zoning: _____ Taken by: _____

Planning Board Public Hearing, date(s): _____

BCC Public Hearing, proposed date(s): _____

Fees Paid _____ Receipt # _____ Date: _____

**OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF
ESCAMBIA COUNTY, FL**

Name: Sutton Properties, LLC (per Power of Attorney of Estate of Erma Averhart)

Address: 102 Shoreline Dr.

City: Gulf Breeze State: FL Zip Code: 32561

Telephone: (850) 777-6630

Email: rodney.sutton@cluv.net

DESCRIPTION OF PROPERTY:

Street address: 6841 Kemp Rd., Pensacola, FL 32505

Subdivision: _____

Property reference number: Section 24 Township 1S Range 30

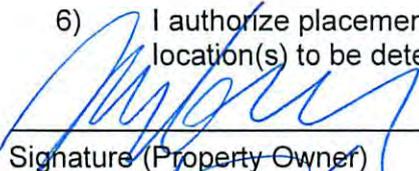
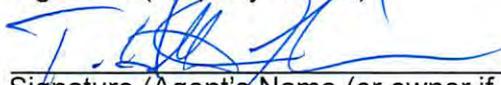
Parcel 1600 Lot 000 Block 001

Size of Property (acres) 9.38

**AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR
FUTURE LAND USE CHANGE REQUEST**

By my signature, I hereby certify that:

- 1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand there are no guarantees as to the outcome of this request the application fee is non-refundable; and
- 4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
- 5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and
- 6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

	Rodney Sutton	2/11/2014
Signature (Property Owner)	Printed Name	Date
	T. Heath Jenkins, P.E.	2/11/2014
Signature (Agent's Name (or owner if representing oneself)	Printed Name	Date

Address: 5111 N. 12th Ave.

City: Pensacola State: FL Zip: 32504

Telephone (850) 602 - 9778 Fax # (850) 484 - 8199

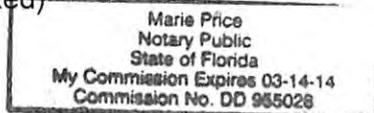
Email: heath.jenkins@hatchmott.com

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The forgoing instrument was acknowledged before me this 13TH day of FEBRUARY, year of 2014 by RODNEY SUTTON & T. HEATH JENKINS who () did () did not take an oath. He/she is () personally known to me, () produced current Florida/Other driver's license, and/or () produced current _____ as identification.

<u>Marie Price</u>	<u>2-13-14</u>	<u>MARIE PRICE</u>
Signature of Notary Public	Date	Printed Name of Notary

My Commission Expires 3-14-14 Commission No. DD 955028
(Notary seal must be affixed)



AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 6841 Kemp Rd., Pensacola, FL 32505,

Pensacola, Florida, Property Reference Number(s) 24-1S-30-1600-000-001,

I hereby designate T. Heath Jenkins, P.E., for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 13th day of February, the year of 2014, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Engineering Department.

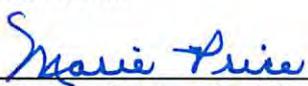
		Rodney Sutton
Signature of Property Owner	Date	Printed Name of Property Owner
		T. Heath Jenkins, P.E.
Signature of Agent	Date	Printed Name of Agent

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13TH day of FEBRUARY, year of 2014, by RODNEY SUTTON + T. HEATH JENKINS who (X) did () did not take an oath.

He/she is (X) personally known to me, () produced current Florida/Other driver's license, and/or () produced current _____ as identification.

	<u>2-13-14</u>	<u>MARIE PRICE</u>
Signature of Notary Public	Date	Printed Name of Notary Public

Commission Number DD955028 My Commission Expires 3-14-14

(Notary seal must be affixed)



**FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Project name:

Parcel Rezoning

Property reference #: Section 24 Township 15 Range 30

Parcel # 1600

Project Address:

6841 Kemp Rd., Pensacola, FL 32505

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning/reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

- (1) The necessary facilities and services are in place at the time a development permit is issued; or
- (2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or
- (3) The necessary facilities are under construction at the time a permit is issued; or
- (4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or
- (5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.
- (6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 13th DAY OF February, 20 14

Owner's signature

Agent's signature

Rodney Sutton
Owner's name (print)

T. Heath Jenkins
Agent's name (print)

DATA AND ANALYSIS REQUIREMENTS

1. A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.
 - A. Sanitary Sewer
 - B. Solid Waste Disposal
 - C. Potable Water
 - D. Stormwater Management
 - E. Traffic
 - F. Recreation and Open Space
 - G. Schools

The data and analysis should also support the requested future land use category by reflecting a need for that category. For example, a future land use request from Agricultural to Residential would need an analysis demonstrating the need for additional Residential acreage in the County.

2. Proximity to and impact on the following:
 - A. Wellheads (indicate distance and location to nearest wellhead)
 - B. Historically significant sites (available from University of West Florida)
 - C. Natural Resources, including wetlands (a wetlands survey is highly recommended if wetlands are located on the property)
3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA
PROBATE/GUARDIANSHIP DIVISION

IN RE: The Estate of
ERMA AVERHART

CASE NO.: 1972-CP-3767
DIVISION: "E" K

Deceased.

LETTERS OF ADMINISTRATION
(Single Personal Representative)

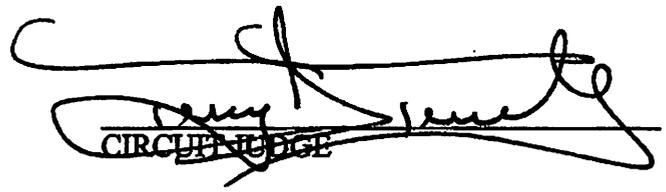
TO ALL WHOM IT MAY CONCERN

WHEREAS, ERMA AVERHART, a resident of Escambia County, Florida, died on May 11, 1970, owning assets in the State of Florida, and

WHEREAS, SHANNON WRIGHT JOHNSON has been appointed successor personal representative of the estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare SHANNON WRIGHT JOHNSON to be duly qualified under the laws of the State of Florida to act as successor personal representative of the estate of ERMA AVERHART, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

ORDERED on the 26th day of August, 2008.

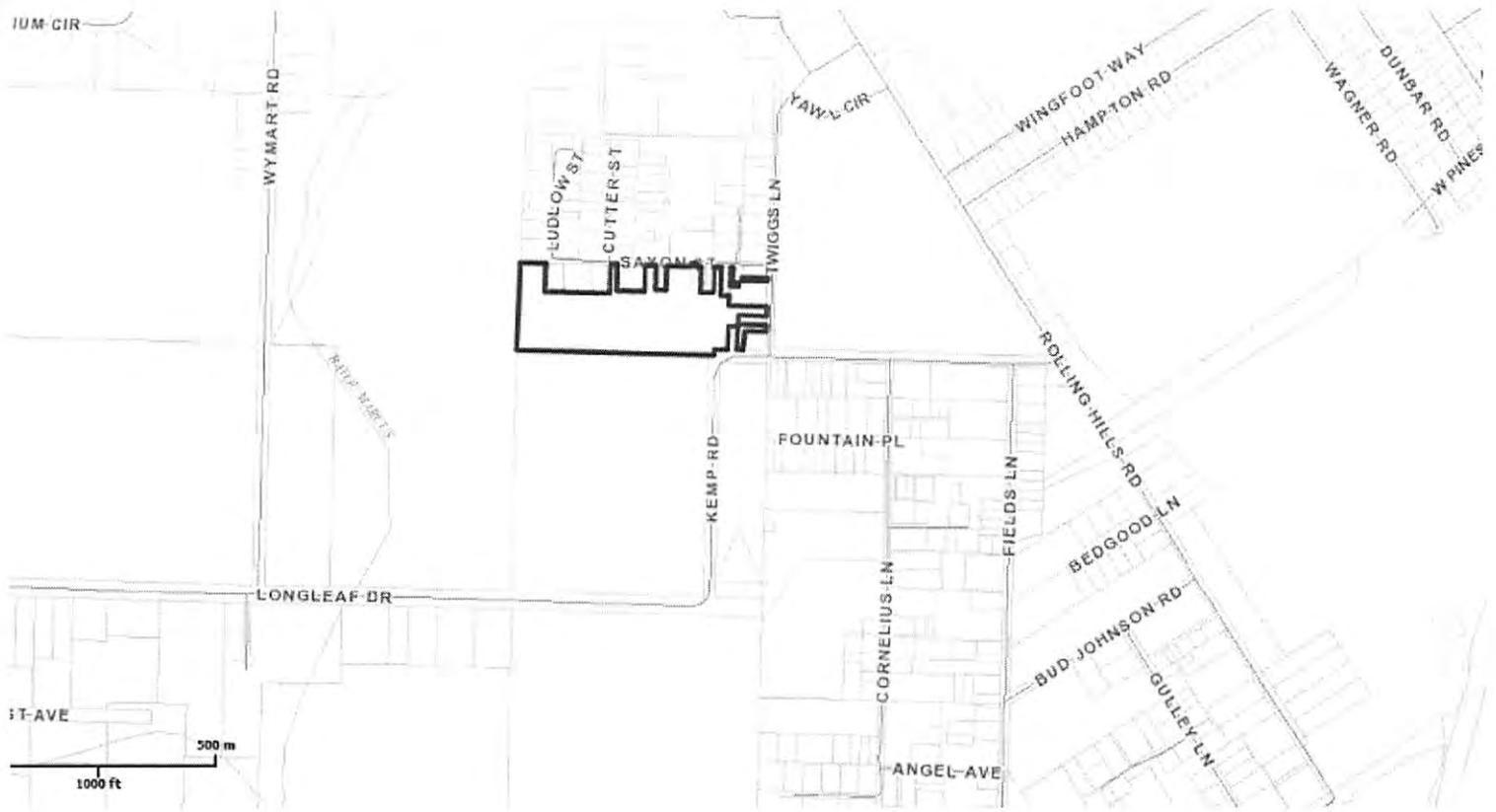

CIRCUIT JUDGE

② Certified copies to:
✓ Larry D. Kellar, Esquire - 2

ERIN LEE MAGAWA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2008 AUG 26 PM 3:39
PROBATE DIVISION
FILED & RECORDED

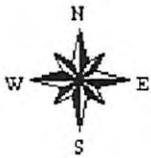
Case: 1972 CP 003767
00012559437
Dkt: CPFREE Pg#: 1 ✓

204aw



AVERHART ERMA ESTATE

Printed: Feb 12, 2014



SMALL-SCALE PLAN AMENDMENT

Approx: 9.38 Acres West of Kemp Dr. in Pensacola, FL

Property Reference #: 24-1S-30-1600-000-001

Existing FLU:
MU-U (Mixed Use - Urban)

Requested FLU:
I (Industrial)

Prepared By:
Hatch Mott MacDonald
5111 N 12th Avenue
Pensacola, FL 32504

HMM# 335130

February 2014

NARRATIVE:

The total acreage of the subject property is approximately 9.38 acres. The Property Reference Identification Number is 24-1S-30-1600-000-001. The subject property is located off of Kemp Dr. in Pensacola, FL.

The owners of the subject property are requesting amendment of the existing future land use map (FLUM) category from *Mixed Use-Urban* to *Industrial*. The existing zoning of the subject property is *R-5* and a request for zoning of *C-2* had been submitted separately but concurrently. The requested FLUM change would create a development pattern consistent with the properties that border the subject property on the south and west. The property to the west and south of the subject property are currently or historically utilized as borrow pit operations, which is the intended use of the subject property if the future land use an zoning change requests are granted.

COMPATIBILITY ANALYSIS:

The subject property is located in a logical location for industrial development. The property is bordered to the south and west by existing industrial uses. The property to the north and east of the subject property is currently zoned for high density residential development.

The proposed use of a borrow pit operation will not require **Sanitary Sewer, Solid Waste Disposal** or **Potable Water**. However, the change from MU-U with high density residential development potential would likely result in a higher use of all utilities than the highest intensity industrial use.

STORMWATER MANAGEMENT:

The subject property is proposed for borrow pit activities, and will not require stormwater management until completion of the reclamation activity associated with the project. The project will be designed to meet all drainage requirements in accordance with all State and local criteria.

TRAFFIC:

Traffic to and from the parcel is anticipated to occur via connection through the Shortleaf Borrow Pit directly south of the subject parcel, and the existing driveway connections for the Shortleaf property. Volume of traffic will be consistent with demands for the material provided by the borrow pit. It is not anticipated that the development will result in an increase in peak hour traffic generation, only extend the life of the borrow pit operation currently in existence.

RECREATION AND OPEN SPACE:

Recreational and Open Space requirements are outlined in the Land Development Code (LDC) of Escambia County. Should the subject parcel future land use request be granted, the development will be subject to review and comment of Escambia County staff for adherence to the requirements of the LDC for Recreation and Open Space.

SCHOOLS:

The Future Land Use designation of Industrial, as requested for the site, does not allow for residential development, and would not result in an adverse impact on the Escambia County School District.

PROXIMITY TO AND IMPACT ON THE FOLLOWING:

WELLHEADS: According to the Escambia County GIS, the subject property is more than 8,000 feet southwest of the nearest known wellhead protection area, which is located off of Broad St. Utilizing the same data source, the subject property is well outside of the Wellhead Protection Area and 20 year travel time Contour line.

HISTORICALLY SIGNIFICANT SITES: According to a review of the archeological information there are no recorded archeological sites or National Register of Historic Places properties located within or adjacent to the subject parcels. The nearest historical site is located approximately 800 feet north of the subject parcel. See attached letter and map from Florida Master Site File.

NATURAL RESOURCES: According to the Escambia County GIS website and visual observations, there are no environmentally sensitive lands located upon the subject parcels.

CONSISTENCY WITH THE ADOPTED COMPREHENSIVE PLAN:

CHAPTER 6 CONCURRENCY MANAGEMENT

The purpose of the Concurrency Management System Element is to ensure that all necessary public facilities and services are available to support new development. The Concurrency Management System Element must establish Levels of Service standards for public services and facilities, and delineate a system for the implementation of concurrency, in a way that is timely, fair, and cost-efficient.

Response: Because the proposed development is a natural extension of an existing use, no new public facilities or services will be required to support the project.

CMS 1.3.1 CONSISTENCY WITH THE COMPREHENSIVE PLAN: No development activity may be approved unless it is found that the development is consistent with the

Escambia County Comprehensive Plan and that the provision of the facilities enumerated in CMS 1.2.2 will be available as prescribed LOS concurrent with the impact of the development on those facilities.

RESPONSE: The proposed development is adjacent to similar borrow pit developments. The applicant understands that, should the amendment be approved, the developments must still be submitted to the DRC in order to receive development orders.

FLU 1.1.1 DEVELOPMENT CONSISTENCY. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM). The 2030 FLUM is attached herein to this ordinance as Exhibit B.

RESPONSE: The proposed development and requested FLUM Amendment are logical extensions of existing FLUM designations bordering the property to the West and South.

FLU 1.1.2 LAND DEVELOPMENT CODE. Escambia County shall adopt and maintain within a Land Development Code (LDC) those specific and detailed provisions necessary and desirable to implement goals, objectives, and policies of the Comprehensive Plan. The provisions shall include regulations for use of land and water, subdivision of land, flood-prone areas, on-site vehicular use, stormwater drainage, signage, and concurrency of infrastructure and services. LDC regulations shall also provide for open space, compatibility of adjacent uses, correction of nonconforming uses and structures, and protection of potable water sources, environmentally sensitive lands, and other natural resources. Additionally, the LDC shall document the administrative processes necessary to implement its regulations, including development approval and permitting, rezoning, appeal of administrative decisions, variances or exceptions to standards, and public notification of those processes. Other policies within the Comprehensive Plan may prescribe more specific LDC content.

RESPONSE: The proposed development will meet the requirements of the LDC, specifically in regard to the compatibility of adjacent uses.

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

RESPONSE: The submitted request is consistent with the Buffering requirement set forth in the comprehensive plan. The request expands the existing Industrial Land Use category of the neighboring properties which abut the MU-U land use category. The transition from Industrial to Mixed Use-Urban (MU-U) which allows for light industrial activities ensures compatibility of the adjoining land uses.



This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

February 12, 2014



Heath Jenkins
Hatch Mott MacDonald
5111 North 12th Avenue, Pensacola, Florida 32504
Phone: 850-602-9778
Fax: 850-484-8199

In response to your inquiry of February 12, 2014 the Florida Master Site File lists no previously recorded archaeological sites, no resource groups, and one standing structure in the following parcel of Escambia County:

T01S, R30W, Section 24

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Mary Berman
Archaeological Data Analyst
Florida Master Site File
mary.berman@dos.state.fl.us

HISTORICAL STRUCTURE FORM FLORIDA MASTER SITE FILE Version 3.1 6/05

Site #8 ES3401
Recorder # Corbett, Lauri
Field Date 04 / 03 / 08
Form Date 04 / 11 / 08

- Original
- Update (give site#)



Consult Guide to Historical Structure Forms for detailed instructions.

Site Name(s) (address if none) 7001 Twiggs Lane Multiple Listing [DHR only] _____
Survey Phase I CRAS of 5 Alignment Alt. w/in Longleaf/Pinestead PD&E Corridor Survey # 15643
National Register Category (Please check one: consult with Site File before using last four): building structure district site object

Address (Include N,S,E,W; #, St., Ave., etc.) 7001 Twiggs Lane
Cross Streets (nearest / between) Twiggs Lane and Yawl Circle
City / Town (within 3 miles) Pensacola In Current City Limits: y n unknown
County Escambia Tax Parcel #(s) 241S301600063004
Subdivision name _____ Block _____ Lot _____
Ownership (Please check one): private-profit private-individual city county Native American
 private-nonprofit private-unspecified state federal foreign unknown
Name of Public Tract (e.g., park) _____
Route to (especially if no street address) On west side of Twiggs Lane, southwest of Yawl Circle

MAPPING

USGS 7.5' Map Name & Date West Pensacola
Township 1S Range 30W Section 24 ¼ section: NW SW SE NE Irregular-name: _____
Landgrant _____ UTM: Zone 16 17 Easting _____ 0 Northing _____ 0
Plat or other map (map's name, location) _____

DESCRIPTION

Style* Masonry Vernacular Exterior Plan* L-Shaped Number of Stories 1
Structural System(s)* Concrete block
Foundation: Type(s)* Continuous Material(s)* Concrete block
Exterior Fabric(s)* Concrete block and wood bead board
Roof: Type(s)* Gable-intersecting Material(s)* Asphalt shingle
Roof secondary strucs. (dormers etc.)* _____
Chimney: No. 1 Material(s)* Brick Location(s)* southwest side of house
Windows (types, materials, etc.)* DHS;Metal;2/2

Main Entrance (stylistic details) screened porch on east side, runs 1/2 width of house, flanked by azaleas
Porches: #open 1 #closed _____ #incised _____ Location(s) East (main) facade
Porch roof type(s) Gable
Exterior Ornament None

Interior Plan* 1393 sq ft. base area, 154 sq ft screen porch
Condition (Please check one): excellent good fair deteriorated ruinous
Surroundings (N=None, S=Some, M=Most, A=All/nearly all): S commercial S residential N institutional N undeveloped
Ancillary Features (No., type of outbuildings; major landscape features. Use continuation sheet for descriptions of interior, landscaping, etc.)
Metal utility building behind structure (6 ft x 12 ft)

Archaeological Remains None Check if Archaeological Form completed
* Consult Guide to Historical Structure Forms for preferred descriptions (coded fields at the Site File).

DHR USE ONLY		OFFICIAL EVALUATIONS		DHR USE ONLY	
NR DATE	KEEPER-NR ELIGIBILITY <input type="checkbox"/> yes <input type="checkbox"/> no	Date	<u>1 / 1</u>		
DELIST DATE	SHPO-NR ELIGIBILITY: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no <input type="checkbox"/> potentially elig. <input type="checkbox"/> insufficient Info	Date	<u>8/7/08</u>	<u>STA</u>	
	LOCAL DESIGNATION: _____	Date	<u>1 / 1</u>		
	Local office _____				
National Register Criteria for Evaluation <input type="checkbox"/> a <input type="checkbox"/> b <input type="checkbox"/> c <input type="checkbox"/> d (See National Register Bulletin 15, p. 2)					

HISTORICAL STRUCTURE FORM

Site #8 ES3401

Consult Guide to Historical Structure Forms for detailed instructions.

HISTORY

Construction date: Exactly 1954 (year) Approximately _____ (year) Earlier than _____ (year) Later than _____ (year)
 Architect (last name first): Unknown Builder (last name first): Unknown
 Moves: yes no unknown Dates _____ Original address _____
 Alterations: yes no unknown Dates _____ Nature* _____
 Additions: yes no unknown Dates _____ Nature* _____
 Original Use* (give date ranges) house
 Intermediate Uses* (give date ranges) house

Present Use* (give date ranges) house

Ownership History (especially original owner, dates, profession, etc.) Currently owned by Jennifer Diane Young of Pensacola, FL; Samuel Lee Savage and Ella M. Young prior to 2006; Harold Young prior to 2005

* Consult Guide to Historical Structure Forms for preferred descriptions (coded fields at the Site File).

RESEARCH METHODS (Check all choices that apply, if needed write others at bottom)

- | | | | |
|--|---|--|--|
| <input checked="" type="checkbox"/> formal archaeological survey | <input checked="" type="checkbox"/> past surveys search at FMSF | <input type="checkbox"/> local library research | <input type="checkbox"/> Sanborn maps |
| <input type="checkbox"/> informal archaeological inspection | <input checked="" type="checkbox"/> past sites search at FMSF | <input type="checkbox"/> non-local library research | <input type="checkbox"/> subdivision maps |
| <input type="checkbox"/> Public Lands Survey (DEP) | <input type="checkbox"/> FL Archives (Gray Building) | <input checked="" type="checkbox"/> building permits | <input checked="" type="checkbox"/> plat maps |
| <input checked="" type="checkbox"/> tax records/property deeds | <input type="checkbox"/> FL Photo Archives (Gray Building) | <input type="checkbox"/> demolition permits | <input type="checkbox"/> local newspaper files |
| <input checked="" type="checkbox"/> tax records only | <input type="checkbox"/> occupant/owner interview | <input type="checkbox"/> commercial permits | |
| <input type="checkbox"/> interior inspection | <input type="checkbox"/> neighbor interview | <input type="checkbox"/> occupation permits | |
| <input type="checkbox"/> other methods (specify) _____ | | | |

RESEARCHER'S OPINION OF EVALUATION (NOT OFFICIAL: Check one choice on each line)

Potentially eligible individually for National Register of Historic Places? yes no insufficient information
 Potentially eligible as contributor to a National Register district? yes no insufficient information
 Area(s) of Historical Significance (See *National Register Bulletin 15*, p. 8 for categories: e.g. "architecture", "ethnic heritage", "community planning & development", etc.)
None

Explanation of Evaluation (required, whether positive or not; limit to three lines; attach longer statement, if needed, on separate sheet)

Structure is not known to be connected with any significant people or events in history (Criteria A and B respectively), and does not embody a particular type, period or method of construction (Criterion C).

DOCUMENTATION (Photos, Plans, etc.)

Bibliographic References (Use Continuation Sheet, give FMSF Manuscript # if relevant) _____

Photographs (required) B&W print(s) at least 3 x 5, at least one main facade.

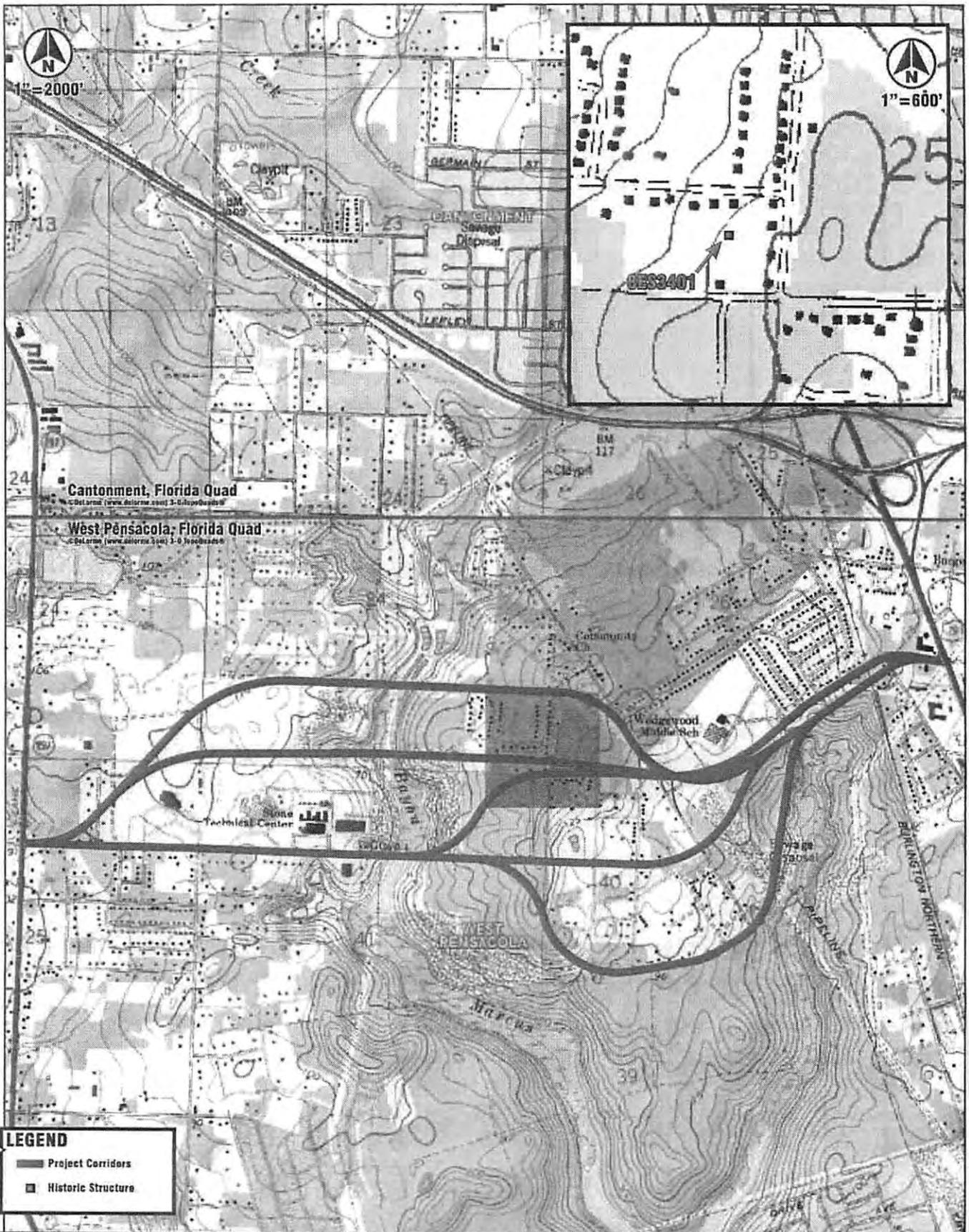
Location of negatives & negative numbers PBS&J 2639 North Monroe Street Tallahassee, FL 32303

RECORDER

Name (last name first) / Address / Phone / Fax / Email / Affiliation Corbett, Laura Lee
2028 E. Forest Drive, Tallahassee, FL. 32303; 850.264.4611 Phone; 850.523.9296 Fax; LLCorbett@earthlink.net

Remember: Use a *Supplement for Site Forms* or other continuation sheet for descriptions that do not fit in the spaces above.

- REQUIRED:**
- (1) USGS 7.5' MAP WITH STRUCTURE PINPOINTED IN RED
 - (2) LARGE SCALE STREET OR PLAT MAP
 - (3) PHOTO OF MAIN FACADE, B&W, AT LEAST 3X5





ARCHAEOLOGICAL SITE FORM

Electronic Version 1.1.0

Site #8 ES03410
Recorder Site# _____
Field Date 3/17/2008
Form Date 5/22/2008
FormNo 200803
FormNo = Field Date (YYYYMM)

Original? YES

GENERAL INFORMATION

Site Name _____ Multiple Listing (DHR only) _____
Alternate Names _____ >> _____
Project Name NWFWM PGL Reconnaissance FMSF Survey # 15473
County Escambia Ownership Type State National Register Category Site

Mapping
USGS 7.5 Map Name _____ Publication Date _____ >> BARRINEAU PARK;1987
Township: _____ Range: _____ Section: _____ 1/4 section: _____ >> 2N ;32W ;;Irrelevant-irregular
Irregular Section Name: 25

Landgrant _____ Tax Parcel # (s) _____
City / Town (within 3 mi.) Cantonment In Current City Limits? NO
UTM: Zone 16 Easting 462161 Northing 3392000
Address / Vicinity of / Route to Located on NWFWM property south of County Road 97 on a ridge toe situated between Churchhouse Branch and Cowdevil Creek.
Name of Public Tract (e.g., park) NWFWM Perdido River Tract

FUNCTIONAL AND CULTURAL INFORMATION

Type of Site (select all that apply)
_____ >> Artifact scatter - low density
Other Site Type _____

Historic Contexts (select all that apply)
_____ >> Woodland
Other (Less common phases are not check-listed. For historic sites, also give specific dates if known.) _____

SURVEYOR'S EVALUATION OF SITE

Potentially Eligible for a Local Register? INSUFF. INFO Name of Local Register if Eligible: _____
Individually Eligible for National Register? INSUFF. INFO
Potential Contributor to an NR District? INSUFF. INFO

Explanation of Evaluation (required if evaluated; limit to 3 lines; attach full justification) Because the site has not been systematically surveyed and assessed, a NRHP eligibility determination can not be determined.

Recommendations for Owner or SHPO Action Until the site is formally evaluated, it should be considered potentially eligible for NRHP nomination.

FIELD METHODS (select all that apply)

Site Detection Methods _____ >> Exposed Ground Inspection
Site Boundary Methods _____ >> Exposed Ground Inspection

Other Methods; Number, Size, Depth, Pattern of Units, Screen Size (attach site plan) (5) 50-cm x 50-cm x 100-cm shovel tests were excavated along the ridge toe and site vicinity. Screen size was 1/4". All shovel tests were negative.

ARCHAEOLOGICAL SITE FORM

8ES03410

SITE DESCRIPTION

Extent / Size 300 (m2)Depth / Stratigraphy of cultural deposit Stratum I is a grayish brown (10YR 4/2) sand extending to between 10 and 20 cmbs and Stratum II is a yellowish brown (10YR 5/6) loamy sand extending to 100 cmbs.Temporal Interpretation - Components: Prehistoric Woodland OccupationDescribe each occupation in plan (refer to attached large scale map) and stratigraphically. Discuss temporal and functional interpretations: 8ES3410 is a small aboriginal campsite of an indeterminate Woodland occupation and potentially earlier prehistoric occupationIntegrity / Overall Condition: MinorDisturbances / Threats / Protective Measures Silviculture and hunting practices/rye plot has minimally disturbed the site.Surface: Area Collected 300 (m2) # Collection Units _____

Excavation: # Noncontiguous Blocks _____

ARTIFACTS

Total Artifacts # 6 Count or Estimate? Count # Surface 6 # Subsurface _____

Artifact Collection Strategy (select all that apply)

>> Unselective (all artifacts collected)

Artifact Categories and Dispositions (for each artifact category collected, select a category and corresponding disposition then click add)

Category

Disposition

>> Aboriginal ceramics: All of category collected

Other Strategy(s), Category(s) or Disposition(s) _____

Diagnostics (enter a type or mode, and frequency for each diagnostic, then click add; e.g. Suwanee ppk, heat-treated chert, Deptford Check-Stamped, ironstone/whiteware)

N= _____ >> plain sand-tempered ceramic;3

ENVIRONMENT

Nearest Fresh Water Name (incl. relict source) Perdido RiverNearest Fresh Water Type SpringNearest Fresh Water Distance (m) 50Natural Community (FNAI category or leave blank) SLOPE FORESTLocal Vegetation plated pine and mixed hardwoodsTopography Ridge crestMin Elevation 70 metersMax Elevation 80 metersOther Topography ridge toe east of Perdido RiverPresent Land Use NWFWM Perdidio River Tract, wildlife management areaSCS Soil Series Lakeland loamy sandSoil Association Lakeland-Eustis

FURTHER INFORMATION

Informant Name (Last, First) _____

Informant(s) Address / Phone _____

Accessible Documentation or Collections NOT Filed with FMSF (including field & analysis notes, photos, plans, other important documents that are permanently accessible)

Document type: _____

Maintaining Organization: _____

File or Accession #: _____

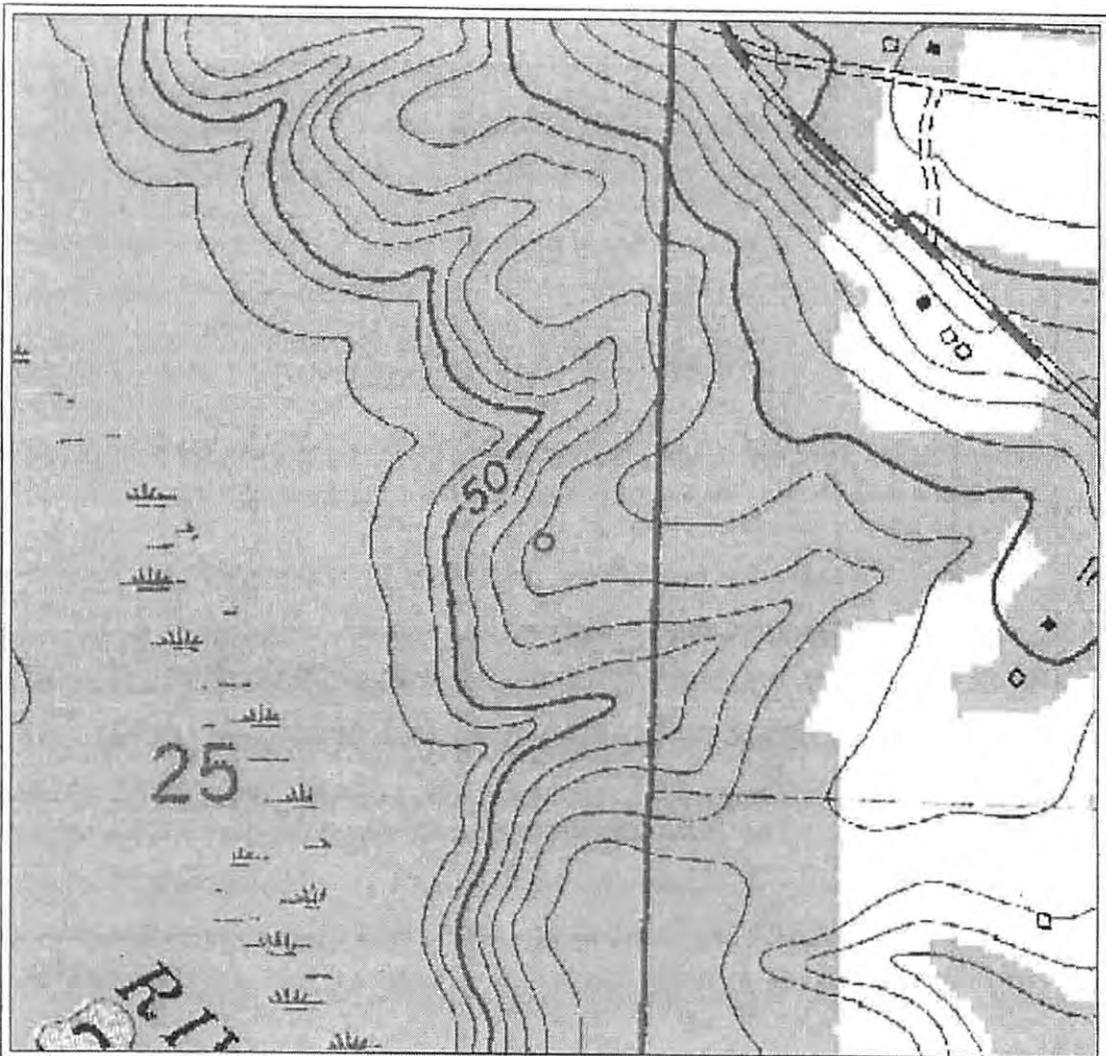
Descriptive Information: _____

>> _____

Recorder Name (Last, First) Mikell, GregRecorder Address / Phone 5910 Benjamin Center, Suite #120, Tampa, FL 33634 (813) 884-6351Recorder Affiliation PanAmerican Consultants, Inc.

Other Affiliation _____

Is Text-only supplement file attached (Surveyor only)? NO



Legend:
□ archaeological site

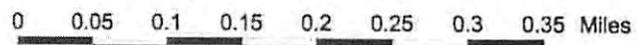


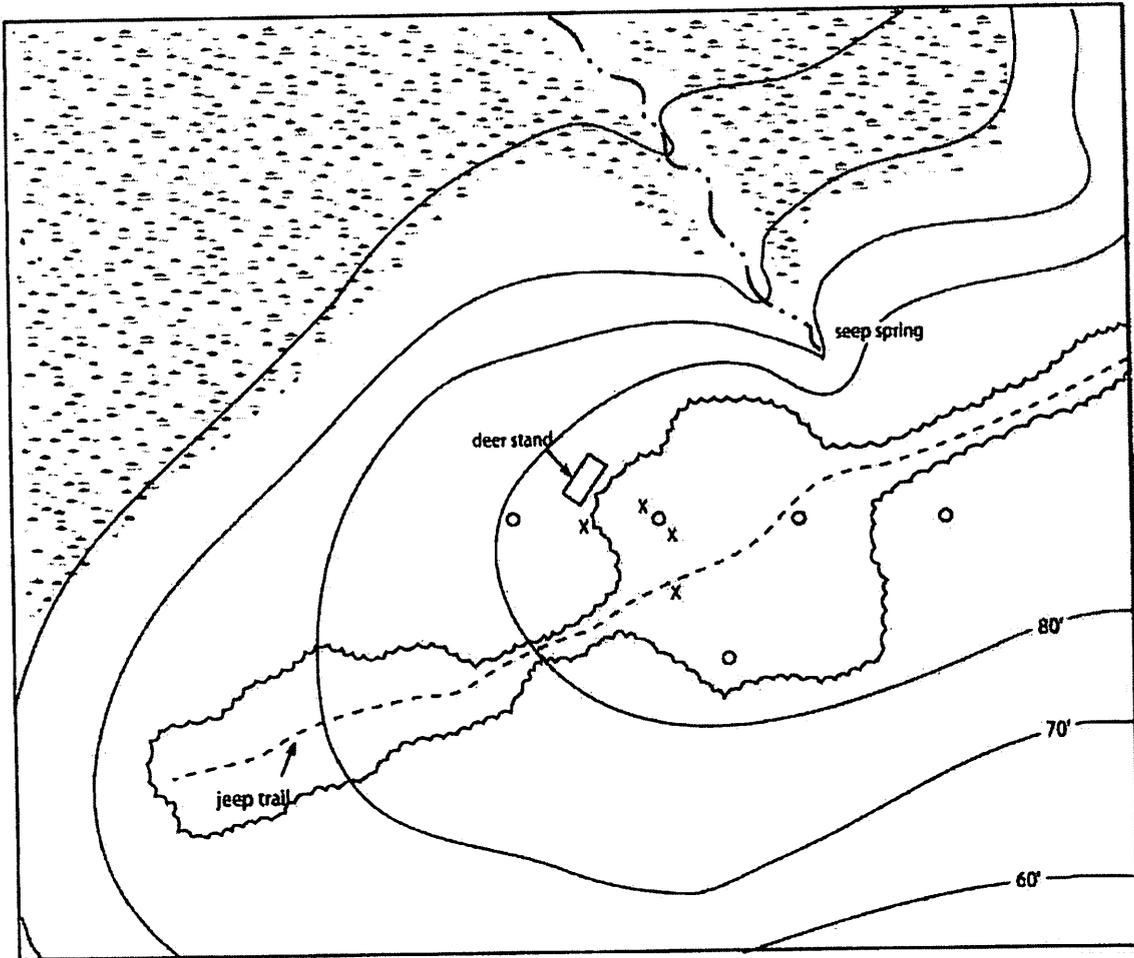
8ES3410

Escambia County, Florida

Township 1 North, Range 32 West

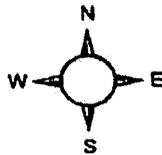
Base map: Barrineau Park, Ala.-Fla. 1978
(MR 1993) USGS 7.5' topographic quadrangle





Legend:

- negative shovel test
- x surface artifact
- ⊖ site boundary
- ▭ wetland/flatwoods



**8E53410
Site Map**



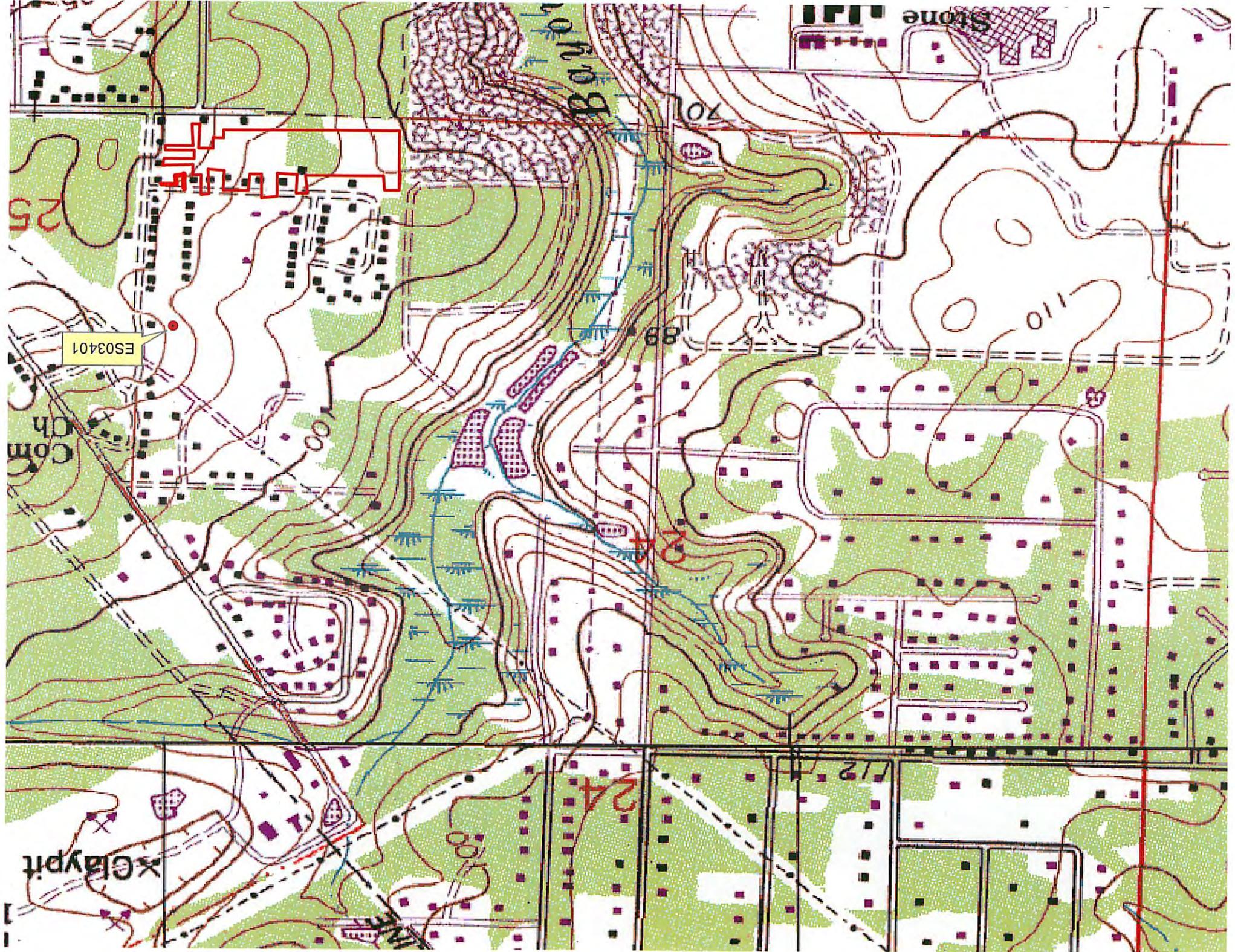




AR=0
 SS=1
 CM=0
 RG=0
 BR=0
 Total=1

Cultural Resource Roster

SiteID	Type	Site Name	Address	Additional Info	SHPO Eval	NR Status
ES03401	SS	7001 Twiggs Lane	7001 Twiggs LN, Pensacola	1954 Masonry Vernacular	Not Eligible	





ES03401



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: 3/4/14

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

X In Favor _____ Against

SSA-2014-01

*Name: Heath Jenkins

*Address: 5111 N. 12th Ave *City, State, Zip: Pensacola 32504

Email Address: _____ Phone: 850-698-3526

Please indicate if you:

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

All items with an asterisk * are required.

Chamber Rules

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



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3-4-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z2014-05

And
OR

Regular Planning Board Meeting

Agenda Item Number/Description:

SSA-2014-01

In Favor X Against

*Name: Allauddin Hill AL-Ansar

*Address: 6803 Cornelius Lane *City, State, Zip: Pensacola, FL 32505

Email Address: Phone: 479-2173

Please indicate if you:

[X] would like to be notified of any further action related to the public hearing item.

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

All items with an asterisk * are required.

Chamber Rules

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



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3/4/14

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: _____

OR

Agenda Item Number/Description:

X In Favor _____ Against _____

SSA-2014-01

*Name: Rodney Sutton

*Address: 120 E. Main St. *City, State, Zip: _____

Email Address: _____ Phone: _____

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.

RESUME OF THE REGULAR BCC MEETING – Continued

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

4. Recommendation: That the Board, at the 5:47 p.m. Public Hearing, review and adopt (*an Ordinance approving*) Small Scale Amendment SSA-2014-01; amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended; amending the 2030 Future Land Use Map designation (*of a parcel, totaling 9.38 [+/-] acres, located on Kemp Road, from Mixed Use-Urban [MU-U] to Industrial [I]*); at the March 4, 2014, Planning Board meeting, the Planning Board recommended approval to the BCC.

Approved 4-0, with Commissioner May absent, to reschedule the Public Hearing for April 29, 2014, at 5:49 p.m.

Speaker(s) – None.

II. ACTION ITEMS

1. Recommendation: That the Board take the following action concerning a two-year, At-Large reappointment/appointment to the Escambia County Planning Board, effective April 6, 2014, through April 5, 2016:
 - A. Waive the Board’s Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Karen Sindel;

OR

- B. Appoint Rodger Lowery.

Approved 4-0, with Commissioner May absent, to reappoint Karen Sindel

Comprehensive Plan Amendment Staff Analysis

General Data

Project Name: SSA 2014-01
Location: 6841 Kemp Rd
Parcel #s: 24-1S-30-1600-000-001
Acreage: 9.38 (+/-) acres
Request: From Mixed Use-Urban (MU-U) to Industrial (I)
Agent: T. Heath Jenkins, Agent for Sutton Properties, LLC.

Meeting Dates: Planning Board March 4, 2014
BCC April 3, 2014

Summary of Proposed Amendment:

The proposed amendment is for a parcel totaling 9.38 (+/-) acres, accessed from Kemp Road. The subject property is abutting and adjacent to existing ID-1, C-2 and R-5 zoned parcels.

The proposed small scale amendment meets the following conditions in order to be classified as a small scale comprehensive plan amendment:

- a) The parcel is 9.38 (+/-) acres which is under the 10 acres or fewer, as stated in 163.3187(a).
- b) This amendment is the first small scale amendment for this calendar year; therefore, it will not exceed the maximum of 120 acres in a calendar year as stated in F.S. 163.3187(b).
- c) The proposed amendment is not located within a designated area of critical state concern.

The agent has requested a future land use (FLU) map amendment to change the future land use category of a parcel totaling 9.38 (+/-) acres, from Mixed Use-Urban (MU-U) FLU to Industrial (I). The zoning designation for the referenced parcel is currently R-5, Urban Residential/Limited Office District, (cumulative) High Density. However, the applicant is concurrently requesting a rezoning for the parcel to C-2, General Commercial and Light Manufacturing District (cumulative). Based on the applicant's request, the intent of the proposed FLU change is to expand the existing mineral processing operations from the adjacent property to the South.

1. Land Use Impacts:

Under Comprehensive Plan Policy (CPP) 1.3.1, the current Mixed-Use Urban (MU-U) FLU category has a residential Maximum Density of 25 du/acre and a Non-Residential Maximum Intensity of 2.0 Floor Area Ratio (FAR). The MU-U FLU category is designated 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 allowed uses encompass residential, retail and services, professional office, light industrial, recreational facilities, Public and Civic uses.

The proposed amendment to Industrial (I) FLU category has no allowance for residential density and a maximum non-residential intensity of 1.0 Floor Area Ratio (FAR). The Industrial FLU would provide for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents. Range of allowable uses include light to intensive industrial and ancillary retail and office; no new residential development is allowed.

Staff Analysis: Based on the applicant's submittal, the parcel would add longevity the existing mineral extraction operation by increasing the amount of available materials. Such operations would be compatible and allowed under the Industrial FLU. In reference to the standards for locational criteria, the proposed use will be exempt from the requirements as it meets the established definition for infill development. The intensity of the proposed project is comparable to the existing uses and development of the surrounding parcels. There are no residential uses allowed.

2. Infrastructure Availability:

FLU 1.5.3 New Development and Redevelopment in Built Areas

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

FLU 2.1.1 Infrastructure Capacities

Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

GOAL CMS 1 Concurrency Management System

Escambia County shall adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development.

OBJ CMS 1.1 Level of Service Standards

Ensure that Escambia County's adopted Level of Service (LOS) standards for roadways, mass transit, potable water, wastewater, solid waste, stormwater, public schools and recreation will be maintained.

CMS 1.2.1 Concurrency Determination.

The test for concurrency shall be met and the determination of concurrency shall be made prior to the approval of an application for a development order or permit that contains a specific plan for development, including the densities and intensities of the proposed development. If an applicant fails concurrency, he/she may apply to satisfy the requirements of the concurrency management system through the proportionate fair share program. For applicants participating in the proportionate fair share program, the BCC must approve a proportionate fair share agreement before a certificate of concurrency can be issued.

Potable Water

Emerald Coast Utility Authority (ECUA) would be the potable water provider for the parcel. The adopted level of service (LOS) standards for potable water is established in Comprehensive Plan Policy INF 4.1.7. ECUA standard is 250 gallons per capita per day per residential connection per day. For non-residential uses, the LOS requirements shall be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application.

Sanitary Sewer

The adopted level of service standards for sanitary sewer established in Comprehensive Plan Policy INF 1.1.9 are an average of 210 gallons per residential connection per day and a peak of 350 gallons per residential connection per day. The policy also states that the LOS requirements for non-residential uses shall be based upon an equivalent residential connection calculated by the provider and on the size of the non-residential water meter. The agent must ensure availability of services with the appropriate utility companies. Such capabilities will be reviewed again, during the Site Plan Review process.

Solid Waste Disposal

As established in Comprehensive Plan policy INF 2.1.4, the adopted LOS standard for solid waste disposal in the county is six pounds per capita per day.

Stormwater Management

Comprehensive Plan Policy INF 3.1.9 establishes the following minimum level of service standards for drainage:

- a. The post development run-off rate shall not exceed the pre-development run-off rate for a 25-year storm event, up to and including an event with greatest intensity. However, the County Engineer may reduce detention/retention storage requirements for developments that provide a direct discharge of treated stormwater to the Gulf of Mexico, Escambia Bay, Pensacola Bay, or Perdido Bay.
- b. Compliance with environmental resource permitting and other stormwater design and performance standards of the Florida Department of Environmental Protection and Northwest Florida Water Management District as prescribed in the Florida Administrative Code.
- c. The contribution of the new development to any existing, functioning area-wide drainage system shall not degrade the ability of the area-wide system to adequately retain/detain/store and control stormwater run-off.
- d. The design and construction for all major channels of stormwater systems under arterial and collector roads shall be predicated upon, and designed to control stormwater from, at least a 100-year storm event.

Traffic Concurrency

Under Comp Plan CMS 1.1.2 **Primary Tasks**. The County Administrator, or designee, shall be responsible for the five primary tasks described below:

- a. Maintaining an inventory of existing public facilities and capacities or deficiencies;
- b. Determining concurrency of proposed development that does not require BCC approval;
- c. Providing advisory concurrency assessments and recommending conditions of approval to the BCC for those applications for development orders that require BCC approval;
- d. Reporting the status of all public facilities covered under this system to the BCC and recommending a schedule of improvements for those public facilities found to have existing deficiencies; and
- e. Administering the Proportionate Fair Share Program as outlined in the Land Development Code (LDC) and the Escambia County Concurrency Management System Procedure Manual, if the County CMS-1 and an applicant choose to utilize this program to mitigate transportation impacts on transportation facilities found to have deficient capacity during the process of testing for concurrency.

Summary: The proposed project does promote the efficient use of existing public roads and infrastructure. There is no development proposed at this time, so the impact on public roads and existing infrastructure should be negligible. Traffic concurrency and allocation for capacity on roadways, LOS and availability for potable water, wastewater, solid waste and storm water shall be determined at the time of Site Plan Review. Any new development on the parcel must meet all of the LOS requirements.

3. Impact on Wellheads, Historically Significant Sites and the Natural Environment:

Wellheads:

CON 1.4.1 Wellhead Protection. Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

Based on the County's Geographical Information System (GIS) wellhead layer, the proposed project appears to be located outside of the well-head travel time contours. However, all impacts to the wellhead protection area will be reviewed in detail as part of the Site Plan Review process.

Historically Significant Sites:

FLU 1.2.1 State Assistance. Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.

Wetlands:

CON 1.1.2 Wetland and Habitat Indicators. Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval. The Escambia County Hydric Soils Map is attached to this ordinance as Exhibit N.

Staff Analysis: As indicated on the National Wetland Inventory maps, there appears to be no environmentally sensitive lands on the subject parcel. Any future development shall be reviewed for compliance with regulations prior to the issuance of any site plan approval.

SUMMARY: Any required permits from Federal or State agencies are the responsibility of the applicant. The proposed project shall avoid any potential impacts to environmentally sensitive areas and should preserve the natural function of wetlands and natural resources on the subject parcels. Staff concludes that the proposed development could satisfy all of the requirements listed within the suitability analysis.

4. Comprehensive Plan Consistency and Relevant Policies:

Industrial Future Land Use Category:

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 nonagricultural land uses and protect nonagricultural uses from normal agricultural activities.

CPP FLU 1.3.1 Future Land Use Categories. States that the Industrial FLU would provide for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents. Range of allowable uses include light to intensive industrial and ancillary retail and office; no new residential development is allowed.

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).

Staff Analysis: The adjacent and nearby properties to the West and South are currently being utilized for similar commercial and industrial type uses. The proposed project will be reviewed during the Site Plan Review process, to ensure that all of the requirements of the Land Development Code and of the Comprehensive Plan are met. Based on staff's review of the applicant's request, the proposed change of FLU would be compatible with and allow for the proposed activities.

MU-U

MU-U

MU-U

MU-U

MU-U

MU-U

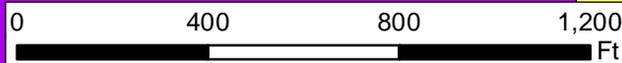
MU-U

SSA-2014-01 EXISTING FLU



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.



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



SAVAGE LN

ROLLING HILLS RD

YAWL CIR

TWIGGS LN

LUDLOW ST

CUTTER ST

SAXON ST

KEMP RD

FOUNTAIN PL

KEMP RD

LONGLEAF DR

CORNELIUS LN

MU-U

MU-U

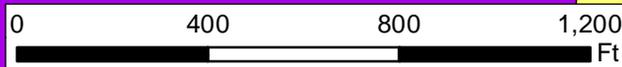
MU-U

MU-U

MU-U

MU-U

SSA-2014-01 PROPOSED FLU



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



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

Andrew Holmer
Planning and Zoning Dept.



SAVAGE LN

ROLLING HILLS RD

YAWL CIR

TWIGGS LN

LUDLOW ST

CUTTER ST

SAXON ST

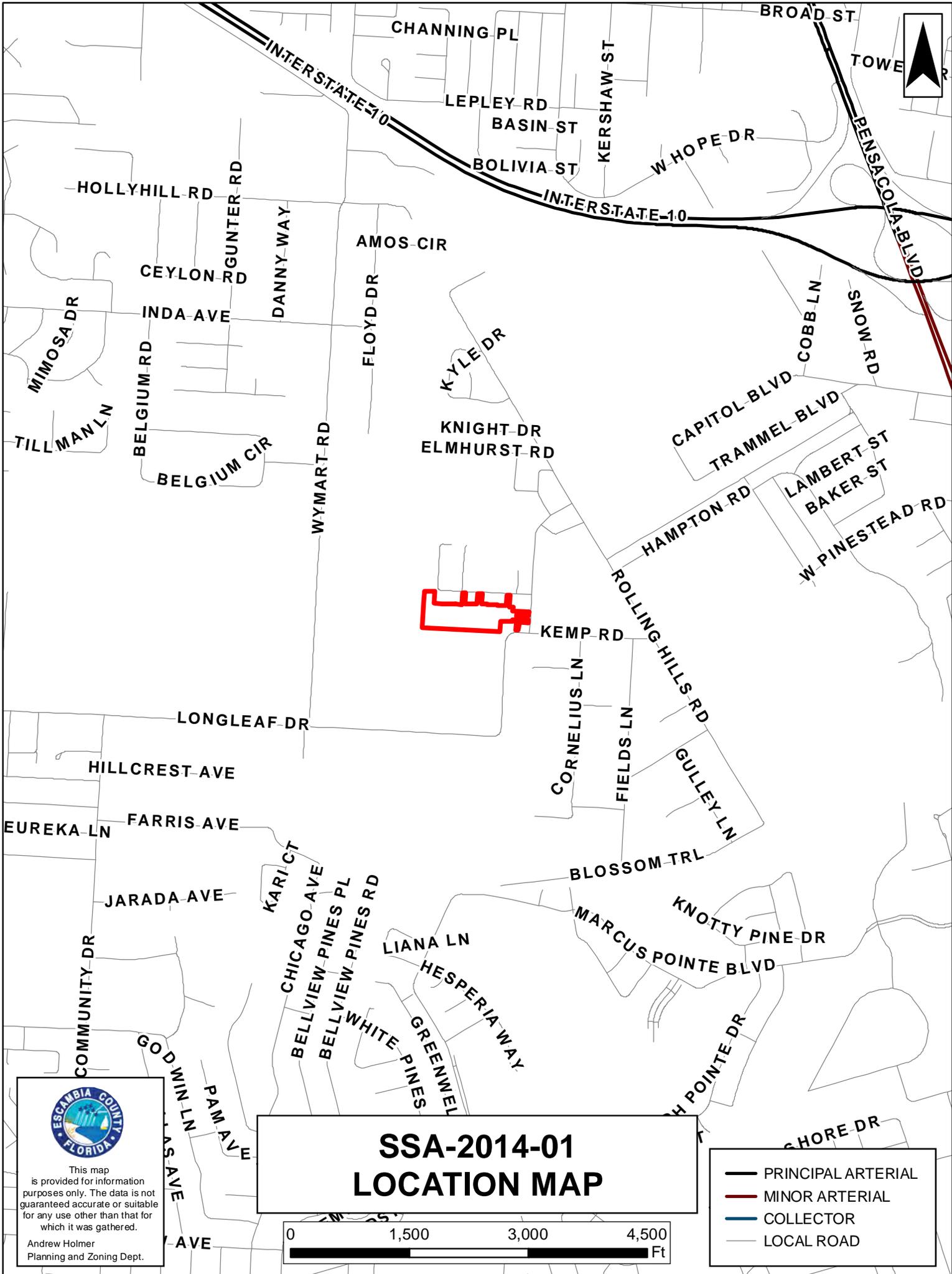
KEMP RD

FOUNTAIN PL

KEMP RD

LONGLEAF DR

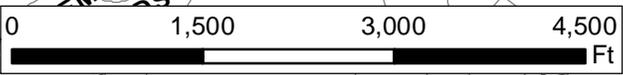
CORNELIUS LN




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.

SSA-2014-01 LOCATION MAP



-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD



R-R

ID-1

R-5

SAVAGE LN

ROLLING HILLS RD
YAWL CIR

R-5

LUDLOW ST

CUTTER ST

TWIGGS LN

SAXON ST

R-5

ID-1

R-5

KEMPRD

C-2

FOUNTAIN PL

ID-1

C-2

R-5

KEMPRD

C-1

LONGLEAF DR

R-2

ID-1

CORNELIUS LN



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.

SSA-2014-01 ZONING MAP



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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6014 **Growth Management Report** **12. 1.**
BCC Regular Meeting **Action**
Meeting Date: 04/29/2014
Issue: At-Large Appointment to the Escambia County Board of Adjustment
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning an At-Large Reappointment/Appointment to the Board of Adjustment

That the Board take the following action concerning a two-year, at-large reappointment/appointment to the Escambia County Board of Adjustment:

A. Reappoint retroactively Bill Stromquist effective April 6, 2014, through April 5, 2016;

OR

B. Appoint Rodger Lowery effective April 29, 2014, through April 28, 2016.

BACKGROUND:

The Escambia County Land Development Code, Article 2, Section 2.03.02 and 2.03.03 specify two-year staggered terms of office for at-large members of the Board of Adjustment. Mr. Stromquist's term of office expires April 5, 2014, and requires appointment/reappointment of an at-large member. Mr. Stromquist has expressed a desire to serve another term on the Board of Adjustment. Mr. Lowery has also expressed a desire to serve on the Board of Adjustment. Their resumes are attached for your review.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with the Section 1,B.1. Appointment Policy and Procedures, the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards/Committees established by the Board of County Commissioners. The requested action complies with the LDC Article 2, Section 2.03.02 and Section 2.03.03, pertaining to terms of office for at-large members of the BOA.

IMPLEMENTATION/COORDINATION:

Upon appointment of the at-large member by the Board, the appointee will serve the required terms of office and fulfill the duties of their respective board membership.

Attachments

Bill Stromquist's Resume

Rodger Lowery's Email, Letter and Resume

Ballot - Board of Adjustment At Large

Bill Stromquist
5549 Garcon Blvd
Pensacola, FL 32507
(850) 324-3679

Professional / Objective:

To contribute to the continued growth and success of the community and surrounding area.

Experience:

2006 – Present

Board of Directors CFO Perdido Key Area Chamber
Board of Directors Alabama Gulf Coast Zoo
Chairman Secret Santa, Inc
American Yachting Sales Associate
Development Consultant

1995 - 2005

Executive Director, Perdido Key Area Chamber of Commerce. Worked on County Committees to review Land Development Code, County Zoning, Consolidation and Perdido Key Neighborhood Plan. Consulted on numerous development projects in the Perdido area. EOC Rep for Perdido Key. Coordinated Rebuild of Perdido Infrastructure after Hurricane Ivan.

September 1990 - 1994

UNC Aviation Service Naval Air Station, Pensacola, Florida
Forman, Combined Aircraft Division
Foreman, Maintenance Control
Release Aircraft Safe for Flight

September 1989 - 1990

Dyncorp Aerospace Operations Naval Air Station, Pensacola, FL

Transferred as avionics mechanic, promoted to Leadman during phase-in period of combined electrical and electronics work center. Collateral Duty Inspector all electrical and electronics systems. Authorized to release aircraft safe for flight.

1985 – September 1989

Dyncorp Aerospace Operations Naval Air Station, Meridian, MS

Avionics Senior Technician, in-flight maintenance combined aircraft, power plants, electronics, electrical and egress work center. Worked on all aircraft systems in this work center. I was combined electronics and electrical shop senior lead for 2 ½ years and aircraft maintenance senior Leadman for 6 months. Collateral duty Inspector or QAR during entire time frame. Have done extensive work with laser gun systems during this time frame also. I was also authorized to sign off aircraft released safe for flight.

Judy H. Witterstaeter

From: Rodger Lowery [rlowery@flag1.net]
Sent: Tuesday, February 18, 2014 10:51 AM
To: Judy H. Witterstaeter
Subject: FW: Escambia County Board of Adjustment and Planning Board Appointment
Attachments: Letter for Consideration of Appointment to County Boards to County Commissioners.pdf;
Resume.pdf

Judy,

Please let me know if you receive this e-mail.

Thanks,

Rodger K. Lowery, MAI
Fruitticher-Lowery Appraisal Group, Inc.
3000 Langley Avenue, Suite 402
Pensacola, Florida 32504
Phone (850) 477-0419, ext. 101
Fax (850) 477-7931

From: Rodger Lowery [mailto:rlowery@flag1.net]
Sent: Tuesday, February 18, 2014 10:34 AM
To: 'jhw@myescambia.com'
Subject: Escambia County Board of Adjustment and Planning Board Appointment

Commissioners,

Please accept the attached letter and resume as my interest in serving one of the two boards noted above. Once you have had a chance to review, if you have any questions please do not hesitate to e-mail or call my cell at (850) 982-9032. Thanks for your consideration and I look forward to working in service for the community.

Respectfully submitted,

Rodger K. Lowery, MAI
Fruitticher-Lowery Appraisal Group, Inc.
3000 Langley Avenue, Suite 402
Pensacola, Florida 32504
Phone (850) 477-0419, ext. 101
Fax (850) 477-7931



FRUITTICHER - LOWERY
APPRAISAL GROUP

3000 LANGLEY AVENUE * SUITE 402 * PENSACOLA, FLORIDA 32504 * (850) 477- 0419 * FAX (850) 477-7931
www.fruitticherloweryappraisalgroup.com

February 18, 2014

County Commissioners
Escambia County Commission
221 Palafox Place, Suite 400
Pensacola, Florida 32502

Dear Commissioners,

As a native of the Pensacola area and an established business owner in the community, I would like to submit this letter and my qualifications for consideration of appointment to the County Planning Board or the County Board of Adjustments. It is my understanding that the Commissioners will be considering appointments as needed and these are two Boards I would be interested in serving.

My qualifications or resume include being co-owner of the Fruitticher-Lowery Appraisal Group in Pensacola since 1997 and have worked as a commercial and residential real estate appraiser in the area since 1991. I also remain a licensed real estate broker and have been involved in several projects over the years. Primarily my services have included the valuation of residential and commercial properties throughout the area to include existing and proposed developments.

In addition to my day-to-day operations, I have served on several civic boards as well as the City of Pensacola's Zoning Board of Adjustment for approximately eight years from 1998 to 2006. The combination of my experience with the Zoning Board of Adjustment as well as my knowledge and experience with the impacts, or lack thereof, of new development on surrounding properties would be a benefit to the two County Boards requested.

I am attaching a copy of my qualifications as an appraiser which also indicates the various boards that I have served. Please accept this letter as a request to serve the residents of our County on either of the two Boards. If additional information is needed to support my qualifications for service, please do not hesitate to call or e-mail and I will respond

RODGER K.LOWERY, MAI
State-Certified General Real Estate Appraiser
FL #RZ0001922 * AL #G00445



TOM FRUITTICHER, MAI
State-Certified General Real Estate Appraiser
FL #RZ0002029 * AL #G00788

County Commissioners
February 18, 2014
Page Two

immediately. Thank you for your consideration and I look forward to the possible service to our community.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rodger K. Lowery". The signature is fluid and cursive, with a long horizontal flourish at the end.

Rodger K. Lowery
RLowery@FLAG1.Net
800 Ft. Pickens Road, Unit 101
Pensacola Beach, Florida 32561
Phone (850) 982-9032

QUALIFICATIONS AS AN APPRAISER

RODGER K. LOWERY, MAI

EDUCATION

Bachelor of Science Degree - 1991
Florida State University
Tallahassee, Florida

Core Courses - Real Estate Major

Real Estate Feasibility Analysis, Real Estate Market Analysis, Real Estate Finance, Real Estate Appraisal, Legal Environment of Real Estate, Commercial Bank Administration, Urban Planning and Growth Management, Comprehensive Planning

Appraisal Institute Courses:

110: Appraisal Principles – 1994, 120: Appraisal Procedures – 1994, 310: Basic Income Capitalization – 1993, 410/420: Standards of Professional Practice – 1992, 430: Standards of Professional Practice Part C – 1999, 510: Advanced Income Capitalization – 1993, 520: Highest and Best Use and Market Analysis – 2000, 530: Advanced Sales Comparison and Cost Approaches – 1998, 540: Report Writing and Valuation Analysis – 1994, 550: Advanced Applications - 1994

Appraisal Institute Seminars

Reassigning, Readdressing and Reappraising – 2005, Florida Core Law Update – 2010, National USPAP Update Course – 2010, Supervisor/Trainee Roles and Relationships – 2010, Data Confirmation and Verification Methods – 2001, Scope of Work and Business Practices and Ethics – 2005, Effective Report Writing – 2003, Intro. To GIS Appl. For Real Estate – 2006, Analyzing Operating Expenses – 2006, Feasibility, Market Value, Investment Timing: Option Value – 2007, Using Your HP12C Financial Calculator – 2007, Online Data Verification Methods – 2009, Online Appraisal of Nursing Facilities – 2009, Analyzing the Effects of Environmental Contamination on Real Property – 2010, Online Appraisal Curriculum Overview – General – 2011, Online Appraisal Curriculum Overview – Residential – 2011, Online Business Practices and Ethics – 2011, Online Comparative Analysis – 2011, Online Subdivision Valuation – 2011, Online Real Estate Appraisal Operations – 2011, USPAP Update – 2012, Small Hotel/Motel Valuation - 2012

APPRAISAL EXPERIENCE

5/97 - Present

Residential and Commercial Real Estate Appraiser, Fruitticher-Lowery Appraisal Group (Owner/Appraiser). Performing commercial and residential real estate appraisals, reviews and consultations. Specializing in the Northwest Florida and South Alabama markets.

APPRAISAL EXPERIENCE (Cont'd.)

- 6/95 - 4/97 Residential and Commercial Real Estate Appraiser, RKL Appraisal Services, Inc. (President). Performing commercial and residential real estate appraisals, reviews and consultations. Specializing in the Northwest Florida and South Alabama markets.
- 6/95 - 9/96 Commercial Real Estate Appraiser, Laureate Realty Services, Inc. (Formerly Camp and Company), Mobile, Alabama. Income analysis and appraisal of neighborhood, community and regional shopping centers, malls, multi-tenant office buildings, apartments and hotels. Properties located in the southeast region, primarily Florida, Alabama, Mississippi and Louisiana.
- 9/92 - 5/95 Residential and Commercial Real Estate Appraiser, M. Eugene Presley and Associates. Commercial and residential fee appraiser. Responsibilities include the valuation of commercial properties, vacant commercial land, large acreage tracts, and environmentally sensitive properties. Numerous eminent domain appraisals, specifically including the Burgess Road and Airport Boulevard DOT projects. Eminent domain appraisals performed for the property owners.
- 12/91 - 9/92 Commercial Real Estate Appraiser, Marshall Appraisals, Inc. Associate appraiser. Responsibilities include the valuation of office buildings, banks, hotels, and other large commercial properties throughout Florida.
- 4/91 - 12/91 Research Assistant, State of Florida, Office of the Auditor General, Division of Real Estate. Responsibilities include the review of State of Florida county appraisal files audited by the Department of Revenue, as well as the review and confirmation of data within privately contracted appraisals performed for the Department of Natural Resources.

Expert Witness Experience

U.S. Bankruptcy Court, Mobile, Alabama, U.S. District Court, Northern District of Florida, Circuit Court, Baldwin County, Circuit Court, Bay County, Circuit Court, Santa Rosa County, Florida, Circuit Court, Escambia County, Florida, Circuit Court, Okaloosa County, Florida

Specialty Projects

Federal Express Facilities (Freight, Ground and Express)
Medical Facilities (Single and Multi-tenant Facilities)

PROFESSIONAL LICENSES/AFFILIATIONS

Designated MAI Member, Appraisal Institute, Member #11029
State-Certified General Real Estate Appraiser, State of Florida, License #RZ 0001922
State-Certified General Real Property Appraiser, State of Alabama, License #G00445
Real Estate Broker, State of Florida, License # BK0573361; FLAG Realty, Inc.
Real Estate Broker, State of Alabama, License #065378 (Reciprocal Brokers License)
Member - Pensacola Association of Realtors, Florida Association of Realtors and the
National Association of Realtors
Past Member - Home Builders Association of West Florida
Past Member – City of Pensacola Zoning Board of Adjustments
Member – Leadership Escambia And Pensacola (LEAP) Class of 2001
Past Member – American Diabetes Association of Northwest Florida, Board of Directors
Past Member – Fiesta of Five Flags, Board of Governors
Past Member – WSRE Planned Giving Council, Board of Directors
Past Member - Pensacola Chamber of Commerce Relocation Committee

CLIENTS

American Equity Investments LLC	Beal Service Corporation
American National Bank of Minnesota	Clayton Bank and Trust
First National Bank and Trust	Community and Southern Bank
Lehman Brothers	Grandbridge Realty Services
Saad Development Group	Wade Ward Properties
Pen Air Federal Credit Union	Union Planters Bank
Pen Air Federal Credit Union	Centennial Bank
Charter Bank	PNC Bank
ServisFirst Bank	BBVA Compass Bank
Southtrust Bank	SunTrust Bank
Summit Bank	Iberia Bank
Regions Bank	First National Bank of Baldwin County
Mark Bednar, Esquire	Beroset and Keene, Attorneys at Law
Lucado Law Firm	Donald W. Stewart, P.C.
Whitaker, Mudd, Simms, Luke & Wells	Brogdon, Davis and Adams
Phillip Bates	Armbrrecht Jackson, LLP
Samuel Bearman, P.C.	Tyler & Hamilton



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

BALLOT

BOARD OF ADJUSTMENT "AT LARGE"

____ **Bill Stromquist**

____ **Rodger Lowery**

Signature

Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5545

Growth Management Report 12. 2.

BCC Regular Meeting

Meeting Date: 04/29/2014

Issue: Street Name Approval for the Renaming of Existing Streets at "Mariner Village" a Private Subdivision

From: Horace Jones, Interim Department Director

Organization: Development Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Street Name Approval for the Renaming of Existing Streets at "Mariner Village" a Private Subdivision

That the Board approve changing the following street names from American Court to Skystone Court, from Belleau Wood Court to Voda Court, from Consellation Court to Marella Court, from Lake Champlain Court to Assana Court, from Intrepid Court to Laiken Court, from Boxer Court to Serenata Court, from Guadalcanal Court to Blue Echo Court, from Inchon Court to Boreal Court, from Valley Forge Court to Cyrilla Court, from Iwo Jima Court to Moonflower Court, from Oriskany Court to Valtameri Court, from Kersarge Court to Callan Court, from Saipan Court to Arva Court, and Hornet Court to Verde Court. Streets currently exist and are private in Mariner Village, a private subdivision situated in the vicinity and near the intersection of Dog Track Road and South Blue Angel Parkway and lying in Commission District 1.

[Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201, Object Code 55201]

BACKGROUND:

The current property owner U.S. National Housing L.P. has signed the petition. Mariner Village lies within Commission District 1.

BUDGETARY IMPACT:

The cost of changing street name signs shall be at the expense of the property owner.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Work to be accomplished by current staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

The streets are being named pursuant to the Escambia County street naming and numbering Ordinance 86-11, adopted under the authority of Florida Statutes Chapter 125 and 336.

IMPLEMENTATION/COORDINATION:

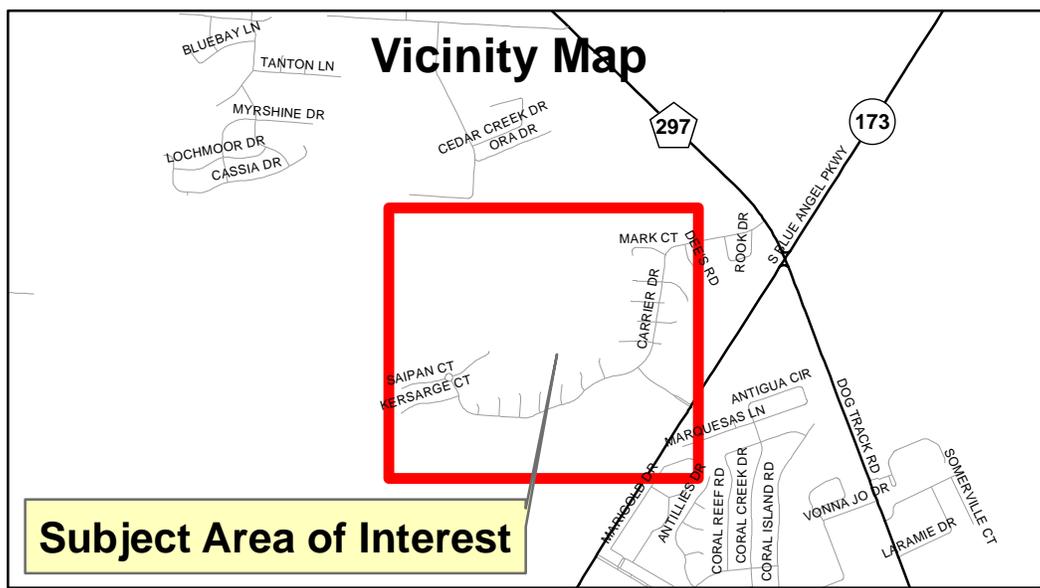
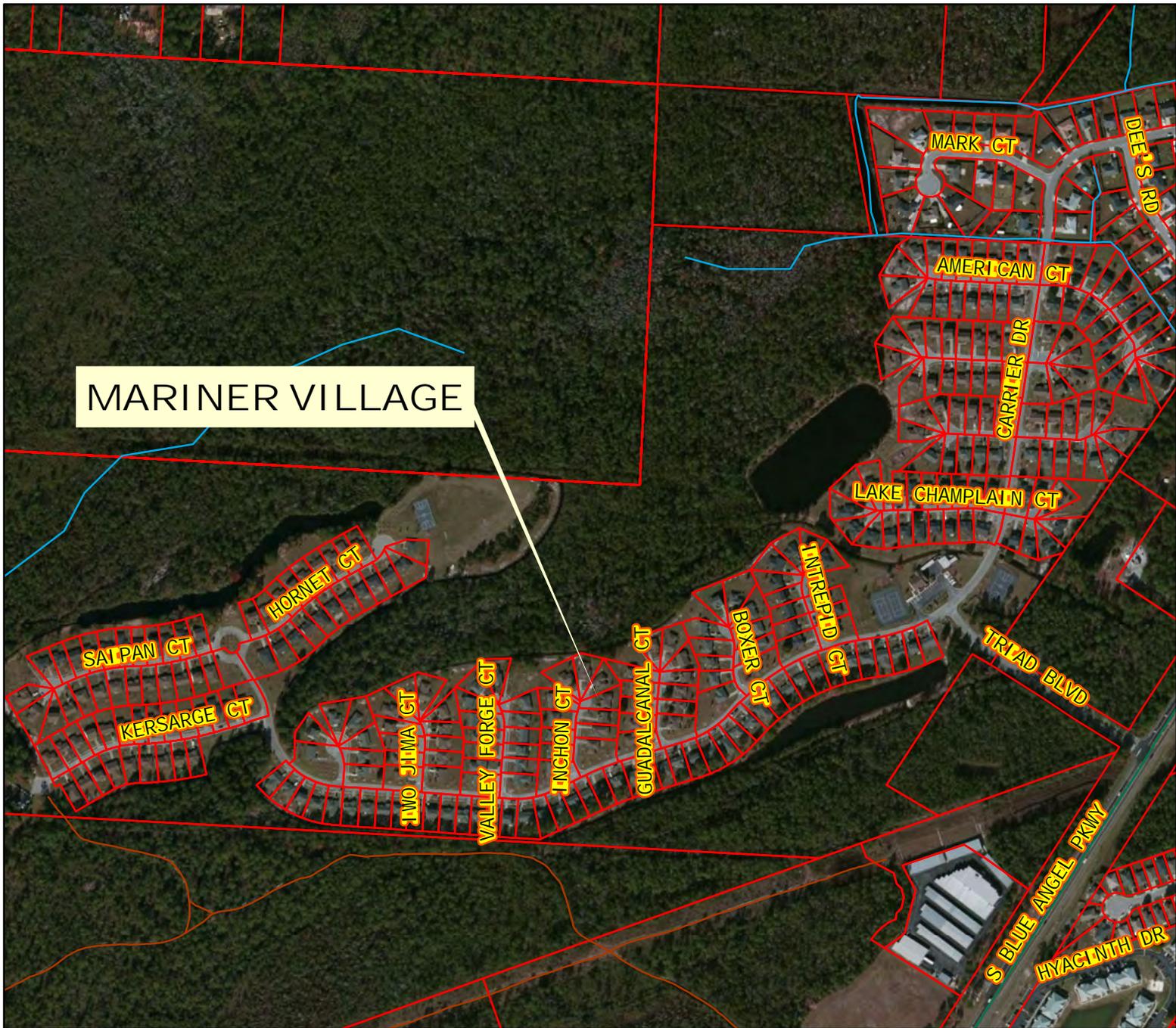
N/A

Attachments

Vicinity/Location Map

Street Name Petition

MARINER VILLAGE STREET RENAMING





Attention: Rick Geiberger
Escambia County Addressing
3363 West Park Place
Pensacola, FL 32505

STREET NAME PETITION

DATE SUBMITTED: October 22, 2013

The following Street names have been submitted for approval:

Skystone Court, Voda Court, Marella Court, Assana Court, Laiken Court, Serenata Court,
Blue Echo Court, Boreal Court, Cyrilla Court, Moonflower Court, Valtameri Court,
Callan Court, Arva Court, Verde Court

Streets are located in the area of: Near intersection of Dog Track Road and South Blue
Angel Parkway.

ATTACH A MAP OF LOCATION: See Attachment "2"

(If the new street name is approved, your address number will also be subject to change.)

The street names are requested by the petitioners listed below:

<u>PROPERTY OWNER</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>
U.S. National Housing L.P. See Attachment "3"	531 Carrier Drive Pensacola, Fl.	850.457.0186

(DO NOT WRITE BELOW THIS LINE – TO BE COMPLETED BY ADDRESS TECH.)

Escambia County Public Safety concurs the street names are not duplicates of any existing street names.

PREFERRED STREET NAME (S): _____

NUMBER OF RESIDENTS: _____

NUMBER OF RESIDENTS WHO SIGNED PETITION _____

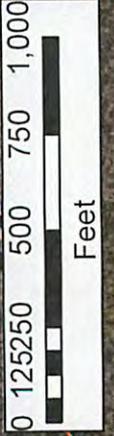
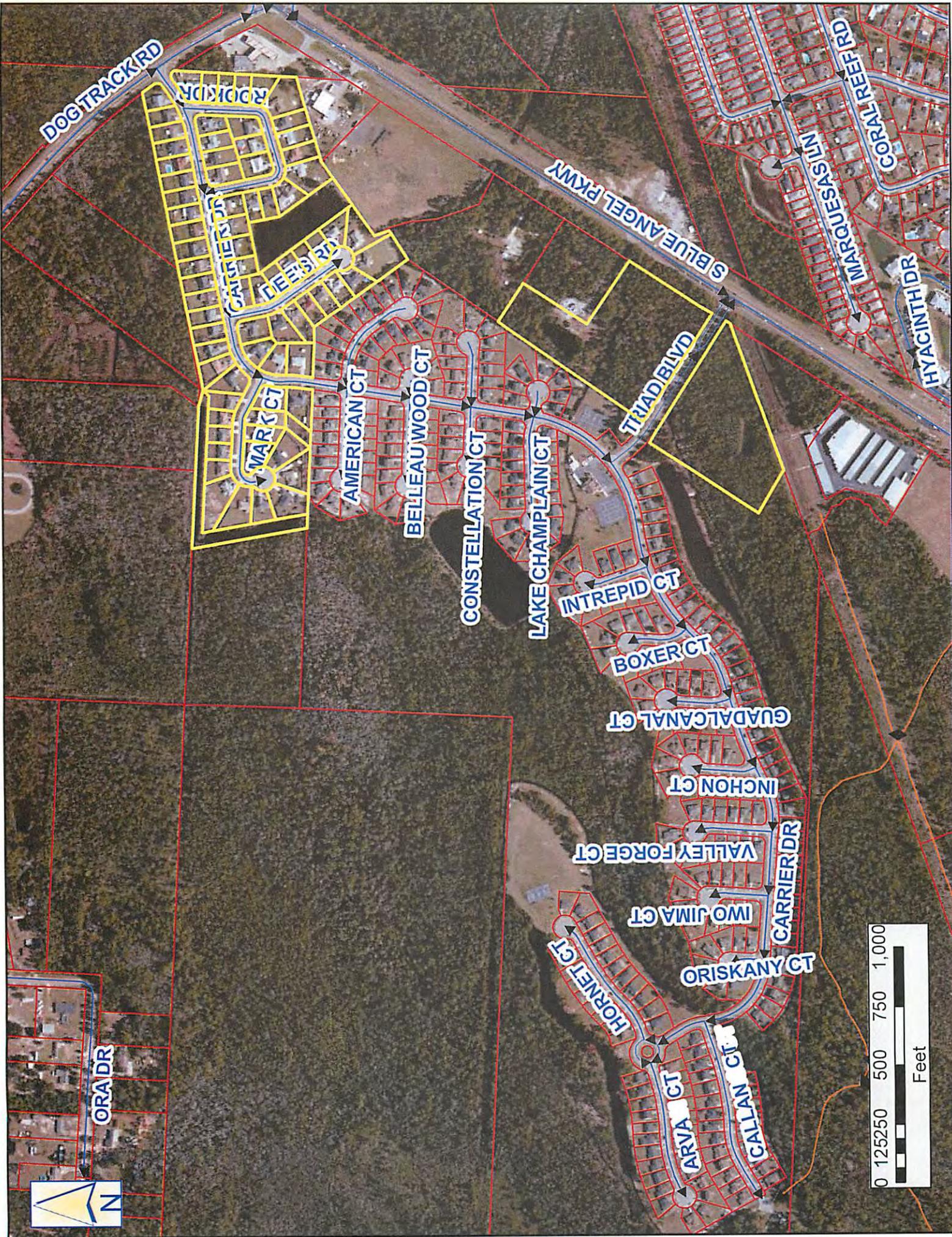
PERCENTAGE OF RESIDENTS WHO SIGNED PETITION _____

COMMISSION DISTRICT, IN WHICH STREET IS LOCATED _____

_____ Michael J. Meng _____ 1/21/2014
 ADDRESS COORDINATOR 9-1-1 COORDINATOR DATE APPROVED

Attachment 1 – Requested Street Names for Mariner Village

OLD NAME	NEW NAME
American Ct	Skystone Ct
Belleau Wood Ct	Voda Ct
Consellation Ct	Marella Ct
Lake Champlain Ct	Assana Ct
Intrepid Ct	Laiken Ct
Boxer Ct	Serenata Ct
Guadalcanal Ct	Blue Echo Ct
Inchon Ct	Boreal Ct
Valley Forge Ct	Cyrilla Ct
Iwo Jima Ct	Moonflower Ct
Oriskany Ct	Valtameri Ct
Kersarge Ct	Callan Ct
Saipan Ct	Arva Ct
Hornet Ct	Verde Ct



**Mariner Village
Petitioners for Street Name Changes**

292531350008024	094689664	U S NATIONAL HOUSING LIMITED PARTNERSHIP	546 CARRIER DR	937 HARVARD AVE EAST
292531350009024	094689668	U S NATIONAL HOUSING LIMITED PARTNERSHIP	550 CARRIER DR	937 HARVARD AVE EAST
2925313500010024	094689670	U S NATIONAL HOUSING LIMITED PARTNERSHIP	554 CARRIER DR	937 HARVARD AVE EAST
2925313500011024	094689672	U S NATIONAL HOUSING LIMITED PARTNERSHIP	558 CARRIER DR	937 HARVARD AVE EAST
2925313500012024	094689674	U S NATIONAL HOUSING LIMITED PARTNERSHIP	562 CARRIER DR	937 HARVARD AVE EAST
2925313500013024	094689676	U S NATIONAL HOUSING LIMITED PARTNERSHIP	566 CARRIER DR	937 HARVARD AVE EAST
2925313500014024	094689678	U S NATIONAL HOUSING LIMITED PARTNERSHIP	570 CARRIER DR	937 HARVARD AVE EAST
2925313500015024	094689680	U S NATIONAL HOUSING LIMITED PARTNERSHIP	574 CARRIER DR	937 HARVARD AVE EAST
2925313500016024	094689682	U S NATIONAL HOUSING LIMITED PARTNERSHIP	578 CARRIER DR	937 HARVARD AVE EAST
2925313500017024	094689684	U S NATIONAL HOUSING LIMITED PARTNERSHIP	582 CARRIER DR	937 HARVARD AVE EAST
2925313500018024	094689686	U S NATIONAL HOUSING LIMITED PARTNERSHIP	586 CARRIER DR	937 HARVARD AVE EAST
2925313500019024	094689688	U S NATIONAL HOUSING LIMITED PARTNERSHIP	590 CARRIER DR	937 HARVARD AVE EAST
2925313500020024	094689690	U S NATIONAL HOUSING LIMITED PARTNERSHIP	594 CARRIER DR	937 HARVARD AVE EAST
2925313500021024	094689692	U S NATIONAL HOUSING LIMITED PARTNERSHIP	598 CARRIER DR	937 HARVARD AVE EAST
2925313500022024	094689694	U S NATIONAL HOUSING LIMITED PARTNERSHIP	600 CARRIER DR	937 HARVARD AVE EAST
2925313500023024	094689696	U S NATIONAL HOUSING LIMITED PARTNERSHIP	604 CARRIER DR	937 HARVARD AVE EAST
2925313500024024	094689698	U S NATIONAL HOUSING LIMITED PARTNERSHIP	608 CARRIER DR	937 HARVARD AVE EAST
2925313500025024	094689700	U S NATIONAL HOUSING LIMITED PARTNERSHIP	612 CARRIER DR	937 HARVARD AVE EAST
2925313500026024	094689702	U S NATIONAL HOUSING LIMITED PARTNERSHIP	616 CARRIER DR	937 HARVARD AVE EAST
2925313500027024	094689704	U S NATIONAL HOUSING LIMITED PARTNERSHIP	620 CARRIER DR	937 HARVARD AVE EAST
2925313500028024	094689706	U S NATIONAL HOUSING LIMITED PARTNERSHIP	624 CARRIER DR	937 HARVARD AVE EAST
2925313500029024	094689708	U S NATIONAL HOUSING LIMITED PARTNERSHIP	628 CARRIER DR	937 HARVARD AVE EAST
2925313500030024	094689710	U S NATIONAL HOUSING LIMITED PARTNERSHIP	632 CARRIER DR	937 HARVARD AVE EAST
2925313500031024	094689712	U S NATIONAL HOUSING LIMITED PARTNERSHIP	636 CARRIER DR	937 HARVARD AVE EAST
2925313500032024	094689714	U S NATIONAL HOUSING LIMITED PARTNERSHIP	640 CARRIER DR	937 HARVARD AVE EAST
2925313500033024	094689716	U S NATIONAL HOUSING LIMITED PARTNERSHIP	644 CARRIER DR	937 HARVARD AVE EAST
2925313500034024	094689718	U S NATIONAL HOUSING LIMITED PARTNERSHIP	648 CARRIER DR	937 HARVARD AVE EAST
2925313500035024	094689720	U S NATIONAL HOUSING LIMITED PARTNERSHIP	652 CARRIER DR	937 HARVARD AVE EAST
2925313500036024	094689722	U S NATIONAL HOUSING LIMITED PARTNERSHIP	656 CARRIER DR	937 HARVARD AVE EAST
2925313500037024	094689724	U S NATIONAL HOUSING LIMITED PARTNERSHIP	660 CARRIER DR	937 HARVARD AVE EAST
2925313500038024	094689726	U S NATIONAL HOUSING LIMITED PARTNERSHIP	664 CARRIER DR	937 HARVARD AVE EAST
2925313500039024	094689728	U S NATIONAL HOUSING LIMITED PARTNERSHIP	668 CARRIER DR	937 HARVARD AVE EAST
2925313500040024	094689730	U S NATIONAL HOUSING LIMITED PARTNERSHIP	672 CARRIER DR	937 HARVARD AVE EAST
2925313500041024	094689732	U S NATIONAL HOUSING LIMITED PARTNERSHIP	676 CARRIER DR	937 HARVARD AVE EAST
2925313500042024	094689734	U S NATIONAL HOUSING LIMITED PARTNERSHIP	680 CARRIER DR	937 HARVARD AVE EAST
2925313500043024	094689736	U S NATIONAL HOUSING LIMITED PARTNERSHIP	684 CARRIER DR	937 HARVARD AVE EAST
2925313500044024	094689738	U S NATIONAL HOUSING LIMITED PARTNERSHIP	688 CARRIER DR	937 HARVARD AVE EAST
2925313500000025	094689740	U S NATIONAL HOUSING LIMITED PARTNERSHIP	531 CARRIER DR	937 HARVARD AVE EAST
2925313500001025	094689742	U S NATIONAL HOUSING LIMITED PARTNERSHIP	531 CARRIER DR	937 HARVARD AVE EAST

U. S. National Housing Limited Partnership

Corporation or Company Name



Petitioner(s)

Richard W. Fischer

Print or type name(s)

Title: President

Date: August 21, 2013



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6055

Growth Management Report 12. 3.

BCC Regular Meeting

Meeting Date: 04/29/2014

Issue: Street Name Approval for Two New Streets in the Phase 1 Expansion of the Navy Federal Credit Union Campus

From: Horace Jones, Interim Department Director

Organization: Development Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Street Name Approval for the Naming of Two New Streets in the Phase 1 Expansion of the Navy Federal Credit Union Campus

That the Board approve the following street names Navy Federal Way and Navy Federal Place situated in the Beulah Community at the Navy Federal Credit Union Campus on West Nine Mile Road and lying in Commission District 1.

[Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201, Object Code 55201]

BACKGROUND:

Ms. Debbie Calder with the Navy Federal Credit Union requested this petition for new street names at Navy Federal Credit Union Campus on West Nine Mile Road and lying within Commission District 1.

BUDGETARY IMPACT:

The majority of the cost of the street name signs will be at the expense of the property owner.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Work to be accomplished by current County staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

The streets are being named pursuant to the Escambia County street naming and numbering Ordinance 86-11, adopted under the authority of Florida Statutes Chapter 125 and 336.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Street Name Petition

Vicinity/Location Map



Escambia County Addressing
1190 W. Leonard Street
Pensacola, FL 32501-1129

STREET NAME PETITION

DATE SUBMITTED: September 18, 2013

The following Street names have been submitted for approval:

Navy Federal Way Navy Federal Place _____

Streets are located in the area of: Navy Federal Credit Union Campus on Nine Mile Road

DRAW A DIAGRAM OF LOCATION:

Refer to attached drawing

(If the new street name is approved, your address number will also be subject to change.)

The street names are requested by the petitioners listed below:

<u>PETITIONER</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>
<u>Ms. Debbie Calder</u>	<u>5550 Heritage Oaks Drive</u> <u>Pensacola, FL 32526</u>	<u>850-912-0100</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Use back of form for additional signatures, addresses, and phone numbers.

(DO NOT WRITE BELOW THIS LINE – TO BE COMPLETED BY ADDRESS TECH.)

Escambia County Public Safety concurs the street names are not duplicates of any existing street names.

PREFERRED STREET NAME (S): _____

NUMBER OF RESIDENTS: _____

NUMBER OF RESIDENTS WHO SIGNED PETITION _____

PERCENTAGE OF RESIDENTS WHO SIGNED PETITION _____

COMMISSION DISTRICT, IN WHICH STREET IS LOCATED _____

ADDRESS COORDINATOR Michael Y. Medina 9-1-1 COORDINATOR 11/13/13 DATE APPROVED

LEGEND

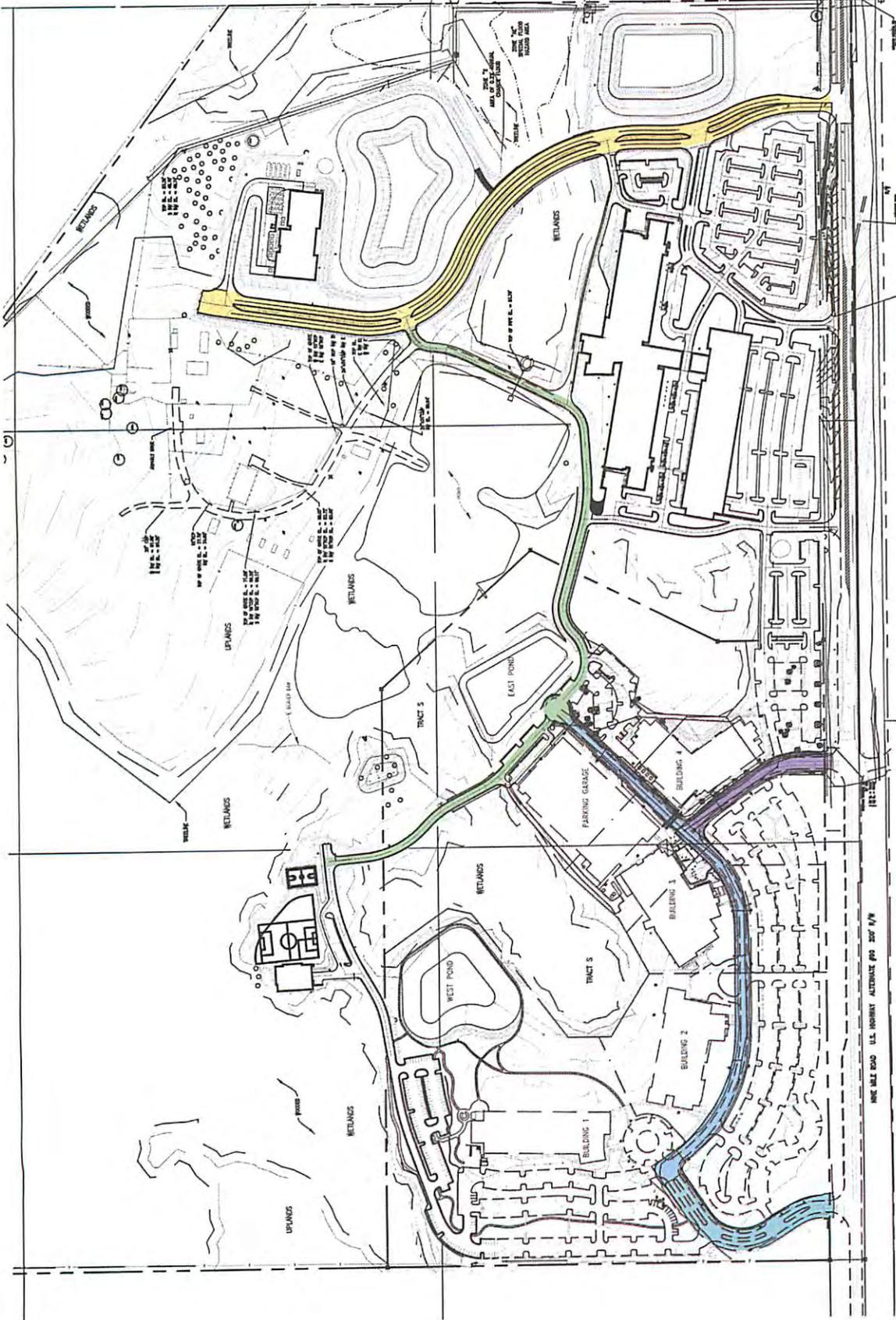
HERITAGE OAKS DRIVE
(EXISTING)

HERITAGE OAKS BLVD
(EXISTING)

SECURITY PLACE
(EXISTING)

NAVY FEDERAL PLACE
(NEW)

NAVY FEDERAL WAY
(NEW)



INTERIORS ARCHITECTURE GRAPHICS

MASTER PLAN - ROAD NETWORK

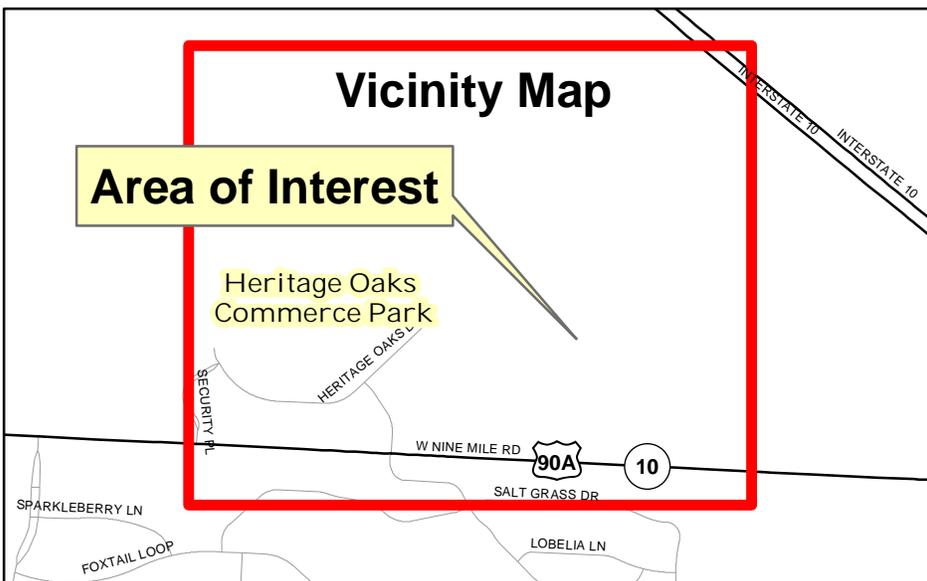
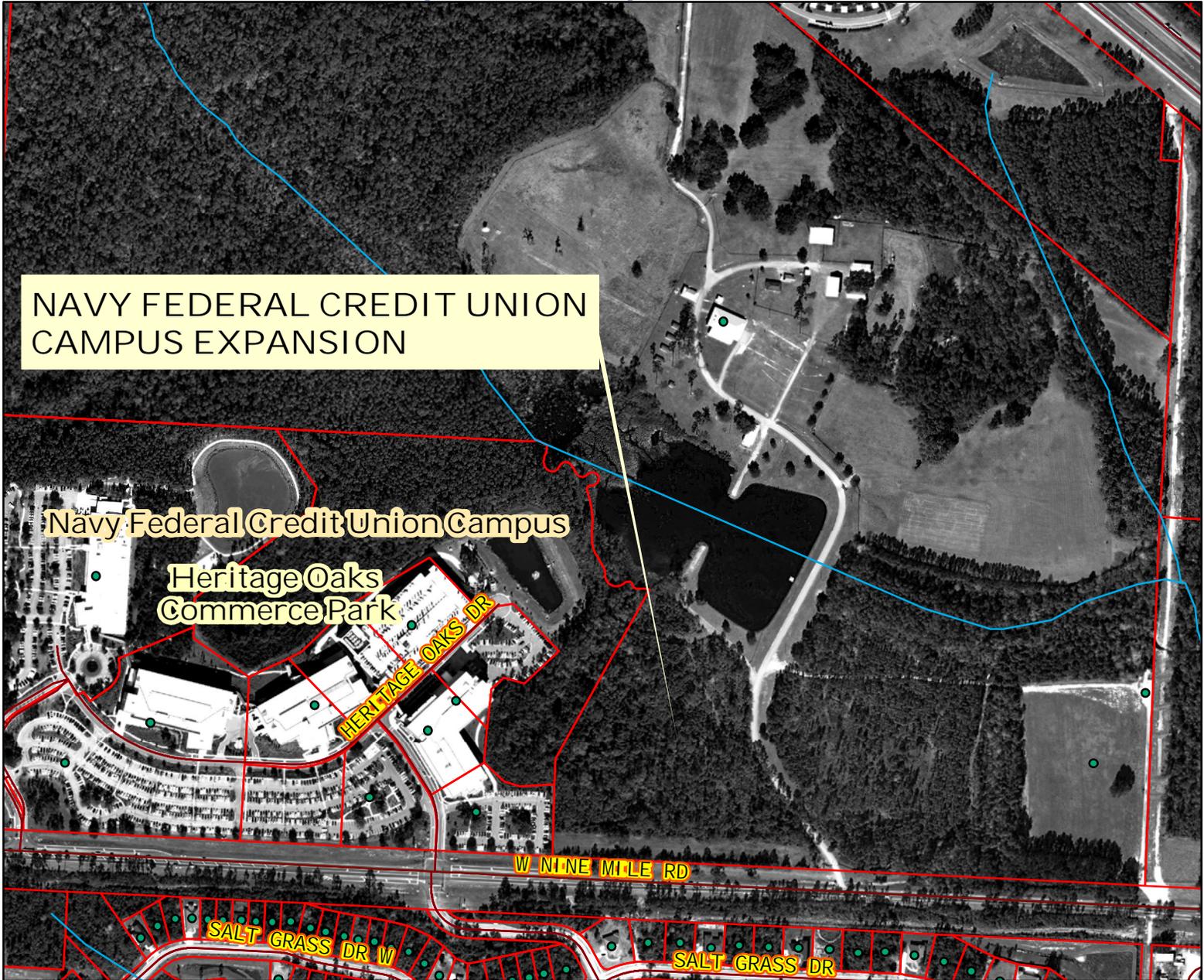
Scale: 1:300

NFCU

11.05.2013

A S D

Navy Federal Credit Union Campus Expansion





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5979

Growth Management Report 12. 1.

BCC Regular Meeting

Consent

Meeting Date: 04/29/2014

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:

June 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 May 6, 2014.

Case No.: **Z-2014-08**
Address: 2161 Hwy 97 South
Property Reference No.: 30-1N-31-1300-000-000
Property Size: 17.84 (+/-) acres
From: V-1, Villages Single-Family Residential, Gross Density (one du/acre)
To: V-3, Villages Single-Family Residential, Gross Density (five du/acre)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner District: 5
Requested by: Wiley C. "Buddy" Page, Agent for Gene Foster, Trustee

B. 5:46 p.m. - A Public Hearing - LDC Ordinance - Article 13 - Swimming Pools - Santa Rosa Island Authority

C. 5:47 p.m. - A Public Hearing - LDC Ordinance - Article 6 - Minimum Lot Size and Distance Standards for Stables

D. 5:48 p.m. - A Public Hearing - Amendments to Development Agreement for UWF Campus Master Plan



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6017

County Administrator's Report 12. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/29/2014

Issue: Community Redevelopment Agency Meeting Minutes, March 18, 2014

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, March 18, 2014 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the March 18, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Administrative Assistant.

BACKGROUND:

On March 18, 2014, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes are attached.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary for this recommendation.

PERSONNEL:

CED/CRA staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no Implementation or Coordination tasks associated with this recommendation.

Attachments

CRA Board Minutes March 18, 2014



**MINUTES
COMMUNITY REDEVELOPMENT AGENCY
March 18, 2014
8:45 a.m.**

**BOARD CHAMBERS, FIRST FLOOR,
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA**

Present: Commissioner Wilson Robertson
Chair Lumon J. May
Commissioner Steven L. Barry

Staff Present: Larry Newsom, Interim County
Administrator
Alison Rogers, County Attorney
Carolyn Barbour, Administrative Assistant
Clara Long, Division Manager
Keith Wilkins, Department Director

Call to Order.

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

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

I. Public Forum

II. Technical/Public Service

- 1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, February 18, 2014 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the February 18, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Administrative Assistant.

Vote: 3 - 0 - Unanimously

2 Recommendation Concerning Community Redevelopment Agency Meeting Revised Minutes, January 16, 2014 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the January 16, 2014, Community Redevelopment Agency's (CRA) Meeting Revised Minutes prepared by Carolyn Barbour, Administrative Assistant. The minutes approved on February 18, 2014, did not show the roll call vote. The attached revised minutes reflect the vote for each agenda item.

Vote: 3 - 0 - Unanimously

III. Budget/Finance

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1219 Poppy Avenue - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreement for the property located at 1219 Poppy Avenue:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Petronella Walker, the owner of residential property located at 1219 Poppy Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$2,250, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for roof replacement; and

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

Vote: 3 - 0 - Unanimously

2 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1202 Dexter Avenue - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1202 Dexter Avenue:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Donald R. Robarts, the owner of residential property located at 1202 Dexter Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$882, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection; and

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

Vote: 3 - 0 - Unanimously

3 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1415 Dexter Avenue - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1415 Dexter Avenue:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Donald R. Robarts, the owner of residential property located at 1415 Dexter Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$732, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection; and

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

Vote: 3 - 0 - Unanimously

4 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 301 Rue Max Avenue - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 301 Rue Max Avenue:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Julie and William E. Grimsley, III, the owners of residential property located at 301 Rue Max Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$782, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection; and

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

Vote: 3 - 0 - Unanimously

5 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 210 Betty Road - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 210 Betty Road:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Julie and William E. Grimsley, III, the owners of residential property located at 210 Betty Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$782, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection; and

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

Vote: 3 - 0 - Unanimously

6 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 222 Betty Road - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 222 Betty Road:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Julie and William E. Grimsley, III, the owners of residential property located at 222 Betty Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$782, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection; and

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

Vote: 3 - 0 - Unanimously

7 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1214 Wilson Avenue - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1214 Wilson Avenue:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Julie and William E. Grimsley, III, the owners of residential property located at 1214 Wilson Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$782, representing an

in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection; and

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

Vote: 3 - 0 - Unanimously

8 Recommendation Concerning Residential Rehab Grant Program Lien Cancellation for 1303 Poppy Avenue - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Lien for 1303 Poppy Avenue:

A. Approve the Residential Rehab Grant Program Lien Cancellation for 1303 Poppy Avenue in the amount of \$1,100. The recipients, Ian C. and Teresa A. Skelley, have met their Grant requirements; and

B. Authorize the Chairman to execute the Cancellation of Lien documents.

Vote: 3 - 0 - Unanimously

IV. Discussion/Information Items

Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6058

County Administrator's Report 12. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/29/2014

Issue: Resolution for Barrier-Free Fishing Event for Kids

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Authorizing the Barrier-Free Fishing Event for Kids - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Barrier-Free Fishing Event for Kids:

A. Adopt the Resolution authorizing the Barrier-Free Fishing Event for Kids in partnership between the Community & Environment, Parks and Recreation, and Public Safety Departments, to be held at the Pensacola Bay Fishing Bridge, from 8:00 a.m. until 12:00 p.m., on Saturday, May 3, 2014; and

B. Authorize the Chairman to sign the Resolution.

BACKGROUND:

The Community & Environment Department's Marine Resources Division is partnering with the County's Parks & Recreation and Public Safety Departments to host a Barrier-Free Fishing Event for Kids for kindergarten through eighth grade children with physical disabilities. This event will provide up to 100 participants a unique opportunity to learn about fish and fishing in a barrier-free environment that they may otherwise not experience. Prizes for the children will be donated by local businesses, organizations, and citizens.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution was prepared by the County Attorney's Office and has been approved as to form and legal sufficiency by Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' policy requires its approval of all resolutions.

IMPLEMENTATION/COORDINATION:

County staff from CED, Parks, and Public Safety will work together to coordinate and implement the event.

Attachments

Resolution Barrier-Free Fishing Event for Kids

RESOLUTION NUMBER R2014 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING THE BARRIER-FREE FISHING EVENT FOR KIDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Community and Environment Department has partnered with the Escambia County Parks and Recreation Department and the Escambia County Public Safety Department to host a Barrier-Free Fishing Event for Kids for K-8th grade children with physical disabilities; and

WHEREAS, the event will be held at the Pensacola Bay Fishing Bridge from 8:00 a.m. until 12:00 p.m. on Saturday, May 3, 2014; and

WHEREAS, the event will provide the participants with a unique opportunity to learn about fish and fishing in a barrier-free environment; and

WHEREAS, the Board of County Commissioners has determined it is in the best interest of the health, safety, and welfare of the residents of Escambia County that the County authorize the Barrier-Free Fishing Event for Kids.

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

SECTION 1. Recitals. That the above recitals are true and correct and incorporated herein by reference.

SECTION 2. Authorization. That the Board of County Commissioners hereby authorizes the Barrier-Free Fishing Event for Kids at the Pensacola Bay Fishing Bridge.

SECTION 3. Severability. That if any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

SECTION 4. Effective Date. 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**

ATTEST: Pam Childers
Clerk of the Circuit Court

Lumon J. May, Chairman

By: _____
Deputy Clerk
(SEAL)

Approved as to form and legal
sufficiency.

By/Title: _____
Date: 7/8/14



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6008

County Administrator's Report 12. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/29/2014

Issue: Radio Interoperability Memorandum of Understanding

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Understanding for Radio Interoperability - Michael D. Weaver, Public Safety Department Director

That the Board approve, and authorize the Chairman to sign, the Memorandum of Understanding Radio Interoperability between Escambia County Public Safety Emergency Communications Center (ECC), Escambia County Sheriff's Office (ECSO), Baldwin County 9-1-1 (BC911), Baldwin County Sheriff's Office (BCSO), MEDSTAR EMS, Orange Beach Fire Department (OBFD), and Orange Beach Police Department (OBPD), to define policy and procedures for requesting mutual aid response and frequency usage between the aforementioned parties while using disparate radio systems.

BACKGROUND:

The MOU allows for Escambia and Baldwin County Public Safety agencies to be able to communicate effectively during mutual aid responses for law enforcement, fire, and medical. The procedures provide the bridge between disparate radio systems by allowing radio system patches to be created using Escambia County radio frequencies.

The ultimate goal of this MOU is improve incident radio communications at escalating events, which provides for a safer environment for all responders.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Ryan Ross approved the MOU as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires such documents be approved by it.

IMPLEMENTATION/COORDINATION:

Oversight of the MOU will be accomplished by the Escambia County Communications Chief, Escambia County Sheriff's Office Representative and Baldwin County Representative. These same individuals shall be responsible to ensure that their respective agency personnel are trained and that MOU policy and procedures are followed.

Attachments

Radio Interoperability MOU



Memorandum of Understanding (MOU)

Radio Interoperability

Between

Escambia County Public Safety Emergency Communications Center (ECC), Escambia County Sheriff's Office (ECSO), Baldwin County 9-1-1(BC911), Baldwin County Sheriff's Office (BCSO), MEDSTAR EMS, Orange Beach Fire Department (OBFD), and Orange Beach Police Department (OBPD)

Purpose: To define procedures for requesting mutual aid response and frequency usage between Escambia County Public Safety, Baldwin County Public Safety, and Orange Beach Police Department while using disparate radio systems.

Authorization: The ECC and ECSO authorize Baldwin County Public Safety Agencies to automatically utilize the listed Escambia County radio channels for Mutual Aid responses. Baldwin County is authorized to program and create patches as necessary to accommodate potential requests. Baldwin County Public Safety Agencies shall not communicate on Escambia channels solely for local use.

Escambia County Radio P25 Digital Conventional UHF Frequencies:

NAME	USAGE	RX	TX	C
INTEROP	Inter-agency	460.0250	465.0250	DE7
EMS	EMS Dispatch	462.9750	467.9750	718
FIRE	Main Dispatch	460.5750	465.5750	A35
TAC 2	South/West Ops	453.2750	458.2750	B17
TAC 3	South Ops	460.6000	465.6000	FD3

Policy and Procedures: The ECC and ECSO will notify BC911, BCSO, or OBPD by phone when coordinating Mutual Aid request.

- Law Enforcement Agencies will utilize Escambia County's "INTEROP" channel.
 - Channel may be initiated by ECSO or Baldwin.
 - Once the operation has been completed, Baldwin will terminate the "patch."
 - ECSO will notify the ECC when:
 - INTEROP Channel is in use
 - Operations are completed and the patch terminated.
- The ECC will contact BC911 for all Escambia County Fire and EMS requests and provide: incident location, type of incident, apparatus requested, and frequency assignment.
 - The ECC will initiate the following request:
 - *"THIS IS ESCAMBIA WITH A MUTUAL AID REQUEST FOR ORANGE BEACH LADDER ONE, STRUCTURE FIRE AT (LOCATION), RESPOND ON TAC 2"*
 - *"THIS IS ESCAMBIA WITH A MUTUAL AID REQUEST FOR MEDSTAR, CHEST PAIN CALL AT (LOCATION), RESPOND ON EMS"*
 - BC911 will coordinate with their agencies for response. If an agency is unable to respond, they will notify the ECC.

- BC911 will contact the Escambia ECC for all Baldwin County Fire and EMS requests and provide: incident location, type of incident, and apparatus requested.
 - Baldwin will initiate the following request:
 - *“THIS IS BALDWIN COUNTY 9-1-1 WITH A MUTUAL AID REQUEST FOR ESCAMBIA Exx, STRUCTURE FIRE AT (LOCATION)”*
 - **Note:** Escambia Mutual Aid responses will be assigned the **InterOp Channel** to the extent possible to eliminate the tying up local TAC Channels.
 - The ECC will notify ECSO when:
 - INTEROP Channel is in use
 - Operations are completed and the patch terminated
- Responding units shall preface all radio transmissions with their “entity name” prior to their Unit ID. Examples:
 - *“ESCAMBIA LADDER NINETEEN”*
 - *“ESCAMBIA S O, CAR ZERO-FIVE-FOUR”*
 - *“ORANGE BEACH ENGINE ONE”*
 - *“BALDWIN MEDSTAR XXX”*
- Responding mutual aid units will notify the jurisdictional/requesting communications center they are “*en route*” and all further communications (incident information, on-scene, etc.) will be handled by that center.

- Dispatchers will monitor the primary and tactical channels.
- Units will announce when switching back to their primary channel.
- Console patch will be terminated as necessary by the Jurisdictional Dispatch Center after all mutual aid units have made the announcement and are back on their primary channel.
- Information such as on-scene times, etc. will be provided by the jurisdictional center to the mutual aid units or their respective communications center once the call is complete.

User Test Requirements: Interoperability tests will be conducted by the ECC, BC911 and associated Baldwin County Agencies every Sunday morning between 8:00 and 9:00 utilizing available “on-air” resources.

Maintenance: Escambia and Baldwin Counties are only responsible for licensing and maintaining their respective channels and equipment.

Oversight: Oversight of this MOU will be accomplished by the Escambia County Communications Chief, Escambia County Sheriff’s Office Representative and Baldwin County Representative. Any recommendations, and/or subsequent changes that alter the purpose of the MOU shall be approved by all parties.

Responsibility for Compliance: It is the responsibility of the Escambia County Communications Chief, Escambia County Sheriff’s Office Representative and Baldwin County Representative or their designee, to ensure that agency personnel are trained and that MOU policies and procedure are followed.

Approved as to form and legal sufficiency.

By/Title: ACA
Date: 8/21/13

X

Board of County Commissioners, Esc Co, FL
Lumon J. May, Chairman

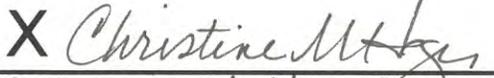
X



Escambia County Sheriff's Office

Attest: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

X 

CHRISTINE M. HEBER

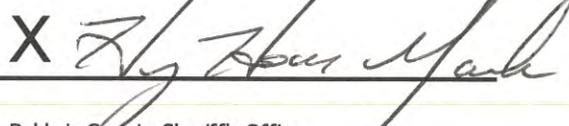
Baldwin County 9-1-1

X 

Orange Beach Fire Department WADE STEVENS

X 

Gregory C. Dull
Orange Beach Police Department

X 

Baldwin County Sheriff's Office

Effective Date:

STATEMENT OF LEGAL AUTHORITY

The undersigned hereby certifies that he/she is legal counsel for the Purchaser and has reviewed this Agreement/Contract/MOU. The undersigned further certifies that the individual executing this Agreement/Contract/MOU has legal authority to bind the Purchaser and that this Agreement/Contract/MOU is legally sufficient and binding under all statutes, regulations, policies and other laws applicable to purchases by the Purchaser.

LEGAL OFFICE

By:  _____

G. E. Champagne, General Counsel
Printed Name, Title

STATEMENT OF AVAILABILITY

I certify funds are available to pay for the requested Agreement/Contract/MOU.

CHIEF FINANCIAL OFFICER

By:  _____

Henrique Dias, CFO
Printed Name, Title

SIGNED AND AGREED

SHERIFF

By:  _____

David Morgan, Sheriff
Printed Name, Title

7/24/2013
Date Signed



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6054

County Administrator's Report 12. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/29/2014

Issue: Communications Policy

From: Kathleen Dough-Castro, Public Information Manager

Organization: Public Information Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Office of Public Information and Communications
Communications Policy - Kathleen Dough-Castro, Public Information Manager

That the Board adopt the revised Office of Public Information and Communications Communications Policy, Section I, Part A.14, of the Board of County Commissioners' Policy Manual.

BACKGROUND:

This policy exists to ensure that information released by Escambia County is timely, accurate, comprehensive, authoritative and relevant to all aspects of communications with the media and the public. In addition, it is the goal of the Public Information Office (PIO) to promote and enhance Escambia County government through consistent, professional imagery via media relations, publications, television (ECTV), Internet and social media.

This revised communications policy will provide the office with the tools needed to meet its overall mission and objectives.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the proposed changes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Once approved, the revised policy will be provided to all departments.

Attachments

PIOCommPolicy

Board of County Commissioners Escambia County, Florida

Title: Office of Public Information and Communications
 Communications Policy, Section I, Part A.14
 Date Adopted: May 19, 2011
 Effective Date: April 29, 2014, as amended
 Reference:
 Policy Amended: May 19, 2011; February 2, 2012; April 29, 2014

Mission Statement

This policy exists to ensure that information released by Escambia County is timely, accurate, comprehensive, authoritative and relevant to all aspects of communications with the media and public. In addition, it is the goal of the Public Information Office (PIO) to promote and enhance Escambia County government through consistent, professional imagery via media relations, publications, television (ECTV), internet and social media:

- A. Information on local government services;
- B. General information to the public about Escambia County meetings and County sponsored/management events;
- C. Emergency and public safety information; and,
- D. Live and taped coverage of government meetings, events and activities.

Roles of the Public Information Office

A. External Communications

1. All news releases and other external communications to the media and on the County's websites are to be written and distributed through the Public Information Office (PIO). The PIO is responsible for writing and distributing releases for events, programs and happenings that are sponsored/managed/produced by the Board of County Commissioners and/or County departments. Exceptions can be made in the event of a declared emergency or at the discretion of the County Administrator or Public Information Manager.
2. Every effort should be made to send information and requests for news releases for events, meetings or workshops to the PIO a minimum of 10 working days prior to the event. Each department is responsible for letting the PIO know when there is a newsworthy event happening.
3. The Public Information Office serves as the primary point of contact for the media. Each media request is researched, evaluated and balanced against the larger scope events throughout the County to determine the best way to provide information that responds to the request in the context of the County's overall goals and objectives. Public Information will convey the

Formatted Table

Formatted: Font: Times New Roman, 11 pt

Formatted: Line spacing: Multiple 1.15 ll

Formatted: Font: Times New Roman, 11 pt

Deleted: T

Deleted: and

Deleted: will only

Deleted: e

Deleted: e

Deleted: county administrator's

Deleted: N

Deleted: should be sent

Deleted: two (2) to three (3) weeks

Deleted: If a news release is not given to the PIO at least two (2) weeks prior to the event, the PIO is not obligated to write and distribute the information. This does not include breaking news or emergency information.

Formatted: Font: Times New Roman, 11 pt

Formatted: Font: Times New Roman, 11 pt

County's official position on issues of significance or that are controversial or sensitive in nature.

4. If a member of the news media contacts an employee directly to obtain information or comment regarding recent events or actions they should be referred directly to the Public Information Office. Employees of Escambia County are under no obligation to respond to a reporter nor can they be compelled to answer questions on the spot. It is Escambia County's policy to refer all media inquiries to the Public Information Office. The Public Information Manager and Public Information Officer or back-up are on-call 24 hours a day.

There are times when Public Information may have a staff person, as the subject matter expert – to respond directly to a media request. This will only be done after vetting the story with the reporter and conferring with County Administration.

If an employee of Escambia County does respond to questions from the media without first notifying County Administration or the PIO, they should do so as soon as possible after that interaction.

5. The PIO will work with the county administrator, commissioners and county department directors to set up news conferences. In general, while news conferences are useful, most members of the media prefer one-on-one interviews rather than a large news conference.

6. The Public Information Manager or designee serves as the lead public information officer for activations of the Emergency Operations Center. Staffing will be set as needed to manage the situation including 24-hour shifts if necessary. With EOC activation, a Joint Information Center is established and all information is channeled through the County PIO before release to the media.

7. For special events such as ribbon cuttings, building dedications and/or groundbreakings, County departments should coordinate the event with the PIO, County Administration and with commissioner's office. The PIO will assist with event planning, invitations, program, news releases and news coverage once the date has been scheduled. The PIO will assist County departments and divisions with publicity and promotions for Escambia County events and activities including news releases, video, still photography, advertising and social media use. In consultation with County Administration and, if time and resources allow, the PIO may provide these services to other governmental or community entities.

8. Letters, blogs (online columns) and guest columns shall not be submitted to the media as an official County statement, unless it is reviewed by the PIO and approved by the county administrator or designee. County employees may write letters, blogs and columns stating their personal opinion on issues, as long as it does not reflect an official statement from Escambia County.

9. Without exception, all County employees will comply with the Florida's public records statutes. County Administration oversees all requests from the public through a software system, i.e. Web QA. The PIO will handle public records requests from the media. The County Attorney's Office is available to handle any questions regarding public records.

Deleted: Department heads, public safety/incident command staff and public information staff can take media questions regarding general information related to their job, department or county program. Anyone else must have approval from the department head and/or county administrator before talking to the media. Questions about issues other than general information should be directed to the PIO. Media calls should be returned as soon as possible. Knowing the reporter's deadline will help with the collection information.

Formatted: Font: Times New Roman, 11 pt

Formatted: Font: Not Italic

Formatted: Font: Times New Roman, 11 pt, Not Italic

Formatted: Font: Times New Roman, 11 pt

Formatted: Font: (Default) Times New Roman, 11 pt, Not Bold, Not Italic, Font color: Auto

Formatted: Font: Times New Roman, 11 pt

Formatted: Font: Times New Roman, 11 pt

Deleted: The county administrator and/or PIO must be notified when staff has spoken with or provided information to the media, either in person, by telephone or e-mail.

Deleted: The Public Information Manager and a back-up are on-call 24/7 to respond to emergencies as they arise. Cell numbers are available to county staff and we can be reached through dispatch (9-1-1 communications center).

Deleted: The PIO serves as the lead public information officer for activations of the Emergency Operations Center. Staffing will be set as needed to manage the situation including 24-hour shifts if necessary. With an EOC activation, a Joint Information Center is established and all information is channeled through the county PIO before release to the media.

Deleted: PIO will coordinate and be responsible for all media requests during an activation.

Deleted: For ribbon cuttings, building dedications and/or groundbreakings, department directors must coordinate the event with the PIO, county administration, and with commissioner's office. The PIO will assist with invitations, program, news releases and news coverage once the date has been scheduled. They will also assist with the set-up and clean-up on the day of the event.

10. Escambia County has an official logo/seal and complements it with a branding image. There is also a set palette of colors to complement the use of these elements in printed and electronic productions:



Formatted: Font: 11 pt
Deleted: The PIO will assist county departments and divisions with publicity and promotions for Escambia County events and activities including news releases, video, still photography and design of advertising/marqueses. PIO is unable to provide these services to entities other than county departments, divisions or other governmental entities.

11. The official logo for Escambia County is maintained by the PIO. County departments, divisions and offices are not authorized to alter or use a different logo for County promotions without prior approval from the County Administrator or designee. Digital copies of the county logo can be obtained from the PIO.
12. All printed materials including, but not limited to, brochures, posters, flyers and signs, must include the Escambia County logo and must be approved by the PIO prior to distribution.

Deleted: Letters, blogs (online columns) and guest columns shall not be submitted to the media as an official county statement, unless it is reviewed by the PIO and approved by the county administrator. County employees may write letters, blogs and columns stating their personal opinion on issues, as long as it does not reflect an official statement from Escambia County.

Deleted: Without exception, all county employees will comply with the Florida's public records statutes. County administration oversees all requests from the public through a software system, i.e. Web QA. PIO will handle public records requests from the media. The County Attorney's Office is available to handle any questions regarding public records

B. Internal Communications

1. Blast e-mails to all County employees can be done by Information Technology, County Administration or the PIO. Only mass e-mails that relate to County government will be sent to County employees.
2. The PIO will handle promotions for internal employee communications and activities.

Formatted Table

Deleted: 13.

C. Website and Social Media

1. Escambia County web pages for departments and/or divisions must be located on the County's official website (www.myescambia.com) or on one of the County owned domains (i.e.:www.bereadyescambia.com, www.mywfpl.com) and coordinated through the PIO and IT.
2. Information posted on the County's website must relate to programs and/or events managed or primarily sponsored by the BCC or county departments, divisions and offices. Information regarding other governmental agencies and community centers at the discretion of the PIO and/or County Administration.
3. Each Commissioner may post information or opinions about County or district events and issues on specified pages of the County's official websites. However, these postings may not be used for campaign or personal purposes. Further, no Commissioner may criticize or comment on any other Commissioner's opinion, position or vote on any topic in any posting on any official County website.
4. All County departments, divisions and offices have designated a staff person responsible for regularly updating the content on their department web pages and ensuring the accuracy of all posted information. Information on the website is considered a public document.
5. Departments, divisions and offices are encouraged to utilize the County website to provide convenient public access to current information, forms and procedures.

Deleted: Escambia County has an official logo/seal and complements it with a branding image. There is also a set palette of colors to complement the use of these elements in printed and electronic productions:

Deleted: B.

Formatted Table

Deleted: Internal Communications

Formatted: Font: Font color: Black

Deleted: 1.

Deleted: Blast e-mails to all county employees can be done by Information Technology, County Administration or the PIO. Only mass e-mails that relate to county government will be sent to county employees.

Formatted: None, Right: -0.08", Space Before: 0 pt, Don't keep with next, Don't keep lines together

Deleted: 2.

Deleted: The employee newsletter, InFocus, is a monthly electronic publication produced for county employees. Each department has a representative to provide information about operations, accomplishments and personnel achievements.

Formatted: Right: -0.08"

6. The request to add an external link to the County website will be coordinated through the PIO and/or IT. Primary consideration will be given to government agencies or committees under the BCC or the Escambia County Constitutional Officer. All link requestors will be notified as to the direction of their request.

Deleted: 3.

Deleted: Each year a special edition is produced focusing on Graduation milestones for employees and their families. This issue is produced during the June/July time frame.

Formatted: Right: -0.08"

7. Escambia County's website provides links to federal, state and local governmental agencies and educational institutions including school districts, colleges and universities.

Deleted: ¶
4. ...

Formatted Table

Deleted: 3.

8. Escambia County has a business need to augment traditional communication methods with the use of social media channels with the knowledge that the use of social media presents opportunity and risk to the County and individual County departments. Therefore, the PIO will be solely responsible for managing social media accounts (i.e.: Twitter, YouTube, Instagram) on behalf of all departments and commission offices. The PIO will develop and maintain these accounts using one-way communication and will make every effort to ensure that these accounts abide by state record retention laws. As new social media methods develop, the PIO research, evaluate and balance the new method against the larger scope events throughout the County to determine the best way to provide information that responds the County's overall goals and objectives. This evaluation will encompass a well-thought out work plan that complements countywide policies and considers the department's mission and goals, audience, legal risks, technical capabilities, security issues, emergency response procedures, etc.

Deleted: Each Commissioner may post information or opinions about County or district events and issues on specified pages of the County's official websites. However, these postings may not be used for campaign or personal purposes. Further, no Commissioner may criticize or comment on any other Commissioner's opinion, position or vote on any topic in any posting on any official County website.

Formatted: None, Indent: Left: -0.07", Space Before: 0 pt, Don't keep with next, Don't keep lines together

Formatted: Left, Indent: Left: -0.07"

9. Websites are considered official when:

Deleted: 4.

Formatted: Font: Times New Roman, 11 pt

a. They are created and presented to communicate information on official Escambia County services, events and programs; and

Formatted: Font: Times New Roman, 11 pt

b. Contain official Escambia County branding or logos and/or events or programs managed by Escambia County;

Deleted: All county departments, divisions and offices have designated a staff person responsible for regularly updating the content on their department web pages and ensuring the accuracy of all posted information. Information on the website is considered a public document.

Formatted: Left, Indent: Left: -0.07"

c. Websites containing any of these official elements will appear under one of the official Escambia County domains. Unique subdomains and URLs are to be used only after approval has been obtained from the PIO and IT.

Deleted: 5.

Formatted: Indent: Left: -0.07"

10. Websites are considered non-official when:

Deleted: Departments, divisions and offices are encouraged to utilize the County website to provide convenient public access to current information, forms and procedures.

Formatted: Left, Indent: Left: -0.07"

a. Sites do not contain official elements of Escambia County;

Formatted: Left, Indent: Left: -0.07"

b. Contain items of a personal nature and are maintained outside of the Escambia County domain; and

Deleted: Escambia County's website provides links to the federal, state and local governmental agencies and educational institutions including school districts, colleges and universities.

Formatted: Left, Indent: Left: -0.07"

c. Do not contain an Escambia County email address, physical work address or include any Escambia County specific information while employed at the County.

Formatted: Indent: Left: -0.07"

11. E-mails sent to Escambia County e-mail accounts/addresses are considered public records and are subjected to disclosure as part of an official public records request.

Formatted: Indent: Left: -0.07"

12. County departments, divisions and offices are prohibited from utilizing social networking sites and/or interactive communications (blogs, chat rooms, etc.) such as, but not limited to, Facebook, MySpace and Twitter to promote County programs and services except as provided

Formatted: Left, Indent: Left: -0.07"

by the Escambia County Social Media Policy

D. ECTV – Channel 98 (Escambia County Government Access Channel)

Formatted: Font: Bold

1. ECTV operates under a board-approved policy, which covers the daily operations of the channel by the PIO. This policy also directs the programming efforts and production services to other governmental entities.
2. The regular meeting of the Board of County Commissioners is “closed captioned” for the hearing impaired.
3. The PIO shall provide video production services to County departments at no charge.
4. Departments requesting video production services must follow the ECTV policy.
5. Whenever possible, videos will be available for viewing on myescambia.com, as well as on Cox Channel 98, AT&T UVerse Channel 99 and on the county’s YouTube channel.

E. Audio/Visual Support

Formatted: Font: Bold

1. PIO staff will record and rebroadcast all meetings of the BCC, as well as assist with audio/visual needs and presentation needs during those meetings.
2. Members of the public, outside organizations, County departments, divisions and/or offices making an electronic presentation or presenting a video or PowerPoint presentation at a BCC meeting should endeavor to provide the PIO with a copy of the presentation at least 24 hours prior to the start of the meeting or accept full responsibility for ensuring compatibility with all available technology and for setting up their own presentation.
3. Presentations may not exceed the time limit outlined in the meeting agenda. Exceptions can only be made by the Chairman of the Board of County Commissioners.

Formatted: Font: Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

F. External Services

Formatted: Font: Bold

The PIO may enter into a Memorandum of Understanding with the approval of the County Administrator to provide public information services to another constitutional office or governmental entity.

Deleted: ¶

Formatted Table

Formatted Table

Formatted Table



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6004

County Administrator's Report 12. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/29/2014

Issue: Disposition of County Property

From: Larry Newsom, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Disposition of Property for the Board of County Commissioners/County Administrator's Office - Larry M. Newsom, Interim County Administrator

That the Board approve the Request for Disposition of Property Form for the Board of County Commissioners/County Administrator's Office, indicating one item to be properly disposed of, as described and listed on the Request Form, with the reason for disposition stated.

BACKGROUND:

The Panasonic Electronic Typewriter listed on the attached Request for Disposition of Property form has been checked and declared unpairable. The Request for Disposition of Property form has been signed by Larry M. Newsom, Interim County Administrator or his designee.

BUDGETARY IMPACT:

None

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and Board Policy, Section II, Part B.1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, this item will be disposed of according to the Disposition of County Property Policy.

Attachments

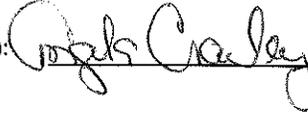
Disposition of Property Form

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: BCC/County Administration COST CENTER NO: 110101

Board of County Commissioners DATE: April 6, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: (850) 595-4947

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Yes	030378	Panasonic Electric Typewriter	5DQ02A31386	KX-708	1985	Poor

Disposal Comments: Typewriter stopped working and was to old to invest in repairing plus it was hardly used.

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: April 6, 2014

FROM: Escambia County Department Director (Signature): 
 Director (Print Name): Larry Newsom, Interim County Administrator

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: April 29, 2014

Approved by the County Commission and Recorded in the Minutes of: _____
 Pam Childers, Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

 Clerk & Comptroller's Finance Signature of Receipt Date



LINKS | ACTIONS

OK Back

Asset

Asset ID * 030378 - 000

Description * TYPEWRITER ELECTRONIC PANASONIC

Category * 166 - EQUIPMENT & FURNITURE

Department * 110101 - ADMINISTRATION

Location * CAO200 - GOVERNMENTAL COMPLEX

Capital Asset *

Status ACTIVE

General	Financial Information	Other
Fund Type * G - Government		DESCRIPTION CAO COPY ROOM
Date Acquired * 07/02/1985		TITLE # S CAINE
Vendor HAROLD JONES		EQUIPMENT CODE TYPE
Manufacturer PANASONIC		TRANSPARENT \$
Model KX-708		FUNDG COST CTR
Serial Number 5DQ02A31386		

Defined Windows

Improvements

Improvement	Description	Date Acquired	Initial Cost

OK Back



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6057

County Administrator's Report 12. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/29/2014

Issue: Scheduling a Public Hearing - Local Option Sales Tax Ordinance

From: Larry Newsom, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing for the Local Option Sales Tax Ordinance - Larry M. Newsom, Interim County Administrator

That the Board authorize scheduling a Public Hearing at 5:31 p.m., on May 15, 2014, to consider an Ordinance authorizing a County-wide referendum to be held on August 26, 2014, for the voters to consider an 11-year extension to the Local Option Sales Tax for infrastructure.

BACKGROUND:

The Local Option Sales Tax is a \$.01 sales tax levied to fund infrastructure projects throughout the County. To levy or extend this tax, an Ordinance must be adopted by the Board, and the voters must approve the measure at a County-wide referendum.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office is drafting the Ordinance for the May 15, 2014, Board meeting along with the proposed ballot language.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The County Administrator's Office will be scheduling numerous Town Hall meetings to inform the citizens about the proposed projects that will be funded by the Local Option Sales Tax IV.

Attachments

LOST IV Backup - 4-29-2014

Angela D. Crawley

From: Ryan E. Ross
Sent: Wednesday, April 09, 2014 9:57 AM
To: Angela D. Crawley; David V. Forte; Kathleen F. Dough-Castro
Cc: LARRY M. NEWSOM; David Stafford; Michael Hardin; Alison A. Perdue; Amy L. Lovoy; Deborah Franco
Subject: LOST Extension: Recommendation & Timeline
Attachments: 2005 Scheduling Public Hearing.pdf

Angela, David, and Kathleen:

My understanding is that we will be following this timeline for approval:

- 4/29 Recommendation that the BCC schedule a public hearing for 5/15
- 5/15 Public hearing on ordinance adopting ballot language and requesting placement on 8/26 primary ballot
- 6/20 Last date to submit ballot language for 8/26 primary ballot
- 8/26 Primary election

I am working on the ballot ordinance – still need to clarify a few things. I'll contact you separately if I need specific information.

Angela: I don't want to hold you up on the 4/29 recommendation. I have attached the recommendation that we used in 2005. Although it doesn't contain the level of detail we would usually aim for, I think you could use it for purposes of scheduling the public hearing. ("If it ain't broke . . .") The follow-up recommendation to approve the ordinance will need to contain much more detail, though.

Ryan

EXTENDED LEVY OF
COUNTY-WIDE ONE-CENT SALES TAX
FOR INFRASTRUCTURE / PUBLIC FACILITIES

Shall the one-cent sales tax, approved by the voters of Escambia County by referendum held March 7, 2006 for eleven years, be extended for an additional eleven years from January 1, 2018, through December 31, 2028, to provide for law enforcement/fire and public safety facilities and equipment, transportation and drainage improvements, infrastructure projects/public facilities, recreation/natural resources, jail/court facilities, mandates of the Growth Management Act, capital equipment, community services, and economic development projects per section 212.055(2)(d)3., Florida Statutes?

_____ FOR THE ONE-CENT (1¢) SALES TAX

_____ AGAINST THE ONE-CENT (1¢) SALES TAX

DRAFT

BCC: 05-17-2005



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

DEPARTMENT: Administrative Services
FROM: Jean Kassab, Director, Administrative Services *J. Kassab*
DATE: May 9, 2005
ISSUE: Public Hearing – Local Option Sales Tax Ordinance

RECOMMENDATION:

That the Board authorize a public hearing at 5:31 p.m. on June 2, 2005 to consider an Ordinance authorizing a county-wide referendum to be held on November 1, 2005 for the voters to consider a ten-year extension to the Local Option Sales Tax for infrastructure.

BACKGROUND:

Local Option Sales Tax is a \$.01 sales tax levied to fund infrastructure projects throughout the County. To levy or extend this tax an Ordinance must be adopted by the Board, and the voters must approve the measure at a countywide referendum.

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF:

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

IMPLEMENTATION REQUIREMENTS:

COORDINATION WITH OTHER AGENCIES/PERSONS:

CONCUR: *George Towart*
George Towart, County Administrator

PRECINCT 1
OFFICIAL BALLOT
SPECIAL REFERENDUM
ELECTION
ESCAMBIA COUNTY,
FLORIDA
MARCH 7, 2006

TO VOTE, COMPLETE THE ARROW



POINTING TO YOUR CHOICE
Use only the marking device provided or a number 2 pencil. If you make a mistake, don't hesitate to ask for a new ballot. If you erase or make other marks, your vote may not count.

**EXTENDED LEVY OF
COUNTY-WIDE ONE-CENT
SALES TAX
FOR INFRASTRUCTURE /
PUBLIC FACILITIES**

Shall the one-cent sales tax, approved by the voters of Escambia County by referendum held May 13, 1997 for eight years, be extended for an additional eleven years through December 31, 2017 to provide for law enforcement / fire and public safety facilities and equipment, transportation and drainage improvements, infrastructure projects / public facilities, recreation / natural resources, jail / court facilities, capital equipment, community services, and economic development projects per section 212.055(2)(d)(3), Florida Statutes?

**FOR THE ONE-CENT
(1c) SALES TAX**

**AGAINST THE ONE-CENT
(1c) SALES TAX**

END OF BALLOT

The Florida Senate

2011 Florida Statutes

<u>Title XIV</u> TAXATION AND FINANCE	<u>Chapter 212</u> TAX ON SALES, USE, AND OTHER TRANSACTIONS <u>Entire Chapter</u>	SECTION 055 Discretionary sales surtaxes; legislative intent; authorization and use of proceeds.
--	---	---

212.055 Discretionary sales surtaxes; legislative intent; authorization and use of proceeds.— It is the legislative intent that any authorization for imposition of a discretionary sales surtax shall be published in the Florida Statutes as a subsection of this section, irrespective of the duration of the levy. Each enactment shall specify the types of counties authorized to levy; the rate or rates which may be imposed; the maximum length of time the surtax may be imposed, if any; the procedure which must be followed to secure voter approval, if required; the purpose for which the proceeds may be expended; and such other requirements as the Legislature may provide. Taxable transactions and administrative procedures shall be as provided in s. [212.054](#).

(1) **CHARTER COUNTY AND REGIONAL TRANSPORTATION SYSTEM SURTAX.**—

(a) Each charter county that has adopted a charter, each county the government of which is consolidated with that of one or more municipalities, and each county that is within or under an interlocal agreement with a regional transportation or transit authority created under chapter 343 or chapter 349 may levy a discretionary sales surtax, subject to approval by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

(b) The rate shall be up to 1 percent.

(c) The proposal to adopt a discretionary sales surtax as provided in this subsection and to create a trust fund within the county accounts shall be placed on the ballot in accordance with law at a time to be set at the discretion of the governing body.

(d) Proceeds from the surtax shall be applied to as many or as few of the uses enumerated below in whatever combination the county commission deems appropriate:

1. Deposited by the county in the trust fund and shall be used for the purposes of development, construction, equipment, maintenance, operation, supportive services, including a countywide bus system, on-demand transportation services, and related costs of a fixed guideway rapid transit system;

2. Remitted by the governing body of the county to an expressway, transit, or transportation authority created by law to be used, at the discretion of such authority, for the development, construction, operation, or maintenance of roads or bridges in the county, for the operation and maintenance of a bus system, for the operation and maintenance of on-demand transportation services, for the payment of principal and interest on existing bonds issued for the construction of such roads or bridges, and, upon approval by the county commission, such proceeds may be pledged for bonds issued to refinance existing bonds or new bonds issued for the construction of such roads or bridges;

3. Used by the county for the development, construction, operation, and maintenance of roads and bridges in the county; for the expansion, operation, and maintenance of bus and fixed guideway systems; for the expansion, operation, and maintenance of on-demand transportation services; and for the payment of principal and interest on bonds issued for the construction of fixed guideway rapid transit systems, bus systems, roads, or bridges; and such proceeds may be pledged by the governing body of the county for bonds issued to refinance existing bonds or new bonds issued for the construction of such fixed guideway rapid transit systems, bus systems, roads, or bridges and no more than 25 percent used for nontransit uses; and

4. Used by the county for the planning, development, construction, operation, and maintenance of roads and bridges in the county; for the planning, development, expansion, operation, and maintenance of bus and fixed guideway systems; for the planning, development, construction, operation, and maintenance of on-demand

transportation services; and for the payment of principal and interest on bonds issued for the construction of fixed guideway rapid transit systems, bus systems, roads, or bridges; and such proceeds may be pledged by the governing body of the county for bonds issued to refinance existing bonds or new bonds issued for the construction of such fixed guideway rapid transit systems, bus systems, roads, or bridges. Pursuant to an interlocal agreement entered into pursuant to chapter 163, the governing body of the county may distribute proceeds from the tax to a municipality, or an expressway or transportation authority created by law to be expended for the purpose authorized by this paragraph. Any county that has entered into interlocal agreements for distribution of proceeds to one or more municipalities in the county shall revise such interlocal agreements no less than every 5 years in order to include any municipalities that have been created since the prior interlocal agreements were executed.

(e) As used in this subsection, the term “on-demand transportation services” means transportation provided between flexible points of origin and destination selected by individual users with such service being provided at a time that is agreed upon by the user and the provider of the service and that is not fixed-schedule or fixed-route in nature.

(2) LOCAL GOVERNMENT INFRASTRUCTURE SURTAX.—

(a)1. The governing authority in each county may levy a discretionary sales surtax of 0.5 percent or 1 percent. The levy of the surtax shall be pursuant to ordinance enacted by a majority of the members of the county governing authority and approved by a majority of the electors of the county voting in a referendum on the surtax. If the governing bodies of the municipalities representing a majority of the county’s population adopt uniform resolutions establishing the rate of the surtax and calling for a referendum on the surtax, the levy of the surtax shall be placed on the ballot and shall take effect if approved by a majority of the electors of the county voting in the referendum on the surtax.

2. If the surtax was levied pursuant to a referendum held before July 1, 1993, the surtax may not be levied beyond the time established in the ordinance, or, if the ordinance did not limit the period of the levy, the surtax may not be levied for more than 15 years. The levy of such surtax may be extended only by approval of a majority of the electors of the county voting in a referendum on the surtax.

(b) A statement which includes a brief general description of the projects to be funded by the surtax and which conforms to the requirements of s. 101.161 shall be placed on the ballot by the governing authority of any county which enacts an ordinance calling for a referendum on the levy of the surtax or in which the governing bodies of the municipalities representing a majority of the county’s population adopt uniform resolutions calling for a referendum on the surtax. The following question shall be placed on the ballot:

FOR the	_____cent sales tax
_____AGAINST the	_____cent sales tax

(c) Pursuant to s. 212.054(4), the proceeds of the surtax levied under this subsection shall be distributed to the county and the municipalities within such county in which the surtax was collected, according to:

1. An interlocal agreement between the county governing authority and the governing bodies of the municipalities representing a majority of the county’s municipal population, which agreement may include a school district with the consent of the county governing authority and the governing bodies of the municipalities representing a majority of the county’s municipal population; or

2. If there is no interlocal agreement, according to the formula provided in s. 218.62.

Any change in the distribution formula must take effect on the first day of any month that begins at least 60 days after written notification of that change has been made to the department.

¹(d) The proceeds of the surtax authorized by this subsection and any accrued interest shall be expended by the school district, within the county and municipalities within the county, or, in the case of a negotiated joint county agreement, within another county, to finance, plan, and construct infrastructure; to acquire land for public recreation,

conservation, or protection of natural resources; or to finance the closure of county-owned or municipally owned solid waste landfills that have been closed or are required to be closed by order of the Department of Environmental Protection. Any use of the proceeds or interest for purposes of landfill closure before July 1, 1993, is ratified. The proceeds and any interest may not be used for the operational expenses of infrastructure, except that a county that has a population of fewer than 75,000 and that is required to close a landfill may use the proceeds or interest for long-term maintenance costs associated with landfill closure. Counties, as defined in s. 125.011, and charter counties may, in addition, use the proceeds or interest to retire or service indebtedness incurred for bonds issued before July 1, 1987, for infrastructure purposes, and for bonds subsequently issued to refund such bonds. Any use of the proceeds or interest for purposes of retiring or servicing indebtedness incurred for refunding bonds before July 1, 1999, is ratified.

1. For the purposes of this paragraph, the term "infrastructure" means:

a. Any fixed capital expenditure or fixed capital outlay associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of 5 or more years and any related land acquisition, land improvement, design, and engineering costs.

b. A fire department vehicle, an emergency medical service vehicle, a sheriff's office vehicle, a police department vehicle, or any other vehicle, and the equipment necessary to outfit the vehicle for its official use or equipment that has a life expectancy of at least 5 years.

c. Any expenditure for the construction, lease, or maintenance of, or provision of utilities or security for, facilities, as defined in s. 29.008.

d. Any fixed capital expenditure or fixed capital outlay associated with the improvement of private facilities that have a life expectancy of 5 or more years and that the owner agrees to make available for use on a temporary basis as needed by a local government as a public emergency shelter or a staging area for emergency response equipment during an emergency officially declared by the state or by the local government under s. 252.38. Such improvements are limited to those necessary to comply with current standards for public emergency evacuation shelters. The owner must enter into a written contract with the local government providing the improvement funding to make the private facility available to the public for purposes of emergency shelter at no cost to the local government for a minimum of 10 years after completion of the improvement, with the provision that the obligation will transfer to any subsequent owner until the end of the minimum period.

e. Any land acquisition expenditure for a residential housing project in which at least 30 percent of the units are affordable to individuals or families whose total annual household income does not exceed 120 percent of the area median income adjusted for household size, if the land is owned by a local government or by a special district that enters into a written agreement with the local government to provide such housing. The local government or special district may enter into a ground lease with a public or private person or entity for nominal or other consideration for the construction of the residential housing project on land acquired pursuant to this sub-subparagraph.

2. Notwithstanding any other provision of this subsection, a local government infrastructure surtax imposed or extended after July 1, 1998, may allocate up to 15 percent of the surtax proceeds for deposit in a trust fund within the county's accounts created for the purpose of funding economic development projects having a general public purpose of improving local economies, including the funding of operational costs and incentives related to economic development. The ballot statement must indicate the intention to make an allocation under the authority of this subparagraph.

(e) School districts, counties, and municipalities receiving proceeds under the provisions of this subsection may pledge such proceeds for the purpose of servicing new bond indebtedness incurred pursuant to law. Local governments may use the services of the Division of Bond Finance of the State Board of Administration pursuant to the State Bond Act to issue any bonds through the provisions of this subsection. Counties and municipalities may join together for the issuance of bonds authorized by this subsection.

(f)1. Notwithstanding paragraph (d), a county that has a population of 50,000 or less on April 1, 1992, or any county designated as an area of critical state concern on the effective date of this act, and that imposed the surtax before July 1, 1992, may use the proceeds and interest of the surtax for any public purpose if:

a. The debt service obligations for any year are met;

b. The county's comprehensive plan has been determined to be in compliance with part II of chapter 163; and

c. The county has adopted an amendment to the surtax ordinance pursuant to the procedure provided in s. 125.66 authorizing additional uses of the surtax proceeds and interest.

2. A municipality located within a county that has a population of 50,000 or less on April 1, 1992, or within a county designated as an area of critical state concern on the effective date of this act, and that imposed the surtax before July 1, 1992, may not use the proceeds and interest of the surtax for any purpose other than an infrastructure purpose authorized in paragraph (d) unless the municipality's comprehensive plan has been determined to be in compliance with part II of chapter 163 and the municipality has adopted an amendment to its surtax ordinance or resolution pursuant to the procedure provided in s. 166.041 authorizing additional uses of the surtax proceeds and interest. Such municipality may expend the surtax proceeds and interest for any public purpose authorized in the amendment.

3. Those counties designated as an area of critical state concern which qualify to use the surtax for any public purpose may use only up to 10 percent of the surtax proceeds for any public purpose other than for infrastructure purposes authorized by this section. A county that was designated as an area of critical state concern for at least 20 consecutive years prior to removal of the designation, and that qualified to use the surtax for any public purpose at the time of the removal of the designation, may continue to use up to 10 percent of the surtax proceeds for any public purpose other than for infrastructure purposes for 20 years following removal of the designation, notwithstanding subparagraph (a)2. After expiration of the 20-year period, a county may continue to use up to 10 percent of the surtax proceeds for any public purpose other than for infrastructure if the county adopts an ordinance providing for such continued use of the surtax proceeds.

(g) Notwithstanding paragraph (d), a county having a population greater than 75,000 in which the taxable value of real property is less than 60 percent of the just value of real property for ad valorem tax purposes for the tax year in which an infrastructure surtax referendum is placed before the voters, and the municipalities within such a county, may use the proceeds and interest of the surtax for operation and maintenance of parks and recreation programs and facilities established with the proceeds of the surtax throughout the duration of the surtax levy or while interest earnings accruing from the proceeds of the surtax are available for such use, whichever period is longer.

(h) Notwithstanding any other provision of this section, a county shall not levy local option sales surtaxes authorized in this subsection and subsections (3), (4), and (5) in excess of a combined rate of 1 percent.

(3) SMALL COUNTY SURTAX.—

(a) The governing authority in each county that has a population of 50,000 or less on April 1, 1992, may levy a discretionary sales surtax of 0.5 percent or 1 percent. The levy of the surtax shall be pursuant to ordinance enacted by an extraordinary vote of the members of the county governing authority if the surtax revenues are expended for operating purposes. If the surtax revenues are expended for the purpose of servicing bond indebtedness, the surtax shall be approved by a majority of the electors of the county voting in a referendum on the surtax.

(b) A statement that includes a brief general description of the projects to be funded by the surtax and conforms to the requirements of s. 101.161 shall be placed on the ballot by the governing authority of any county that enacts an ordinance calling for a referendum on the levy of the surtax for the purpose of servicing bond indebtedness. The following question shall be placed on the ballot:

_____	FOR the	_____	-cent sales tax
_____	AGAINST the	_____	-cent sales tax

(c) Pursuant to s. 212.054(4), the proceeds of the surtax levied under this subsection shall be distributed to the county and the municipalities within the county in which the surtax was collected, according to:

1. An interlocal agreement between the county governing authority and the governing bodies of the municipalities representing a majority of the county's municipal population, which agreement may include a school district with the

consent of the county governing authority and the governing bodies of the municipalities representing a majority of the county's municipal population; or

2. If there is no interlocal agreement, according to the formula provided in s. 218.62.

Any change in the distribution formula shall take effect on the first day of any month that begins at least 60 days after written notification of that change has been made to the department.

(d)1. If the surtax is levied pursuant to a referendum, the proceeds of the surtax and any interest accrued thereto may be expended by the school district or within the county and municipalities within the county, or, in the case of a negotiated joint county agreement, within another county, for the purpose of servicing bond indebtedness to finance, plan, and construct infrastructure and to acquire land for public recreation or conservation or protection of natural resources. However, if the surtax is levied pursuant to an ordinance approved by an extraordinary vote of the members of the county governing authority, the proceeds and any interest accrued thereto may be used for operational expenses of any infrastructure or for any public purpose authorized in the ordinance under which the surtax is levied.

2. For the purposes of this paragraph, "infrastructure" means any fixed capital expenditure or fixed capital costs associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of 5 or more years and any land acquisition, land improvement, design, and engineering costs related thereto.

(e) A school district, county, or municipality that receives proceeds under this subsection following a referendum may pledge the proceeds for the purpose of servicing new bond indebtedness incurred pursuant to law. Local governments may use the services of the Division of Bond Finance pursuant to the State Bond Act to issue any bonds through the provisions of this subsection. A jurisdiction may not issue bonds pursuant to this subsection more frequently than once per year. A county and municipality may join together to issue bonds authorized by this subsection.

(f) Notwithstanding any other provision of this section, a county shall not levy local option sales surtaxes authorized in this subsection and subsections (2), (4), and (5) in excess of a combined rate of 1 percent.

(4) INDIGENT CARE AND TRAUMA CENTER SURTAX. —

(a)1. The governing body in each county the government of which is not consolidated with that of one or more municipalities, which has a population of at least 800,000 residents and is not authorized to levy a surtax under subsection (5), may levy, pursuant to an ordinance either approved by an extraordinary vote of the governing body or conditioned to take effect only upon approval by a majority vote of the electors of the county voting in a referendum, a discretionary sales surtax at a rate that may not exceed 0.5 percent.

2. If the ordinance is conditioned on a referendum, a statement that includes a brief and general description of the purposes to be funded by the surtax and that conforms to the requirements of s. 101.161 shall be placed on the ballot by the governing body of the county. The following questions shall be placed on the ballot:

FOR THE. . .CENTS TAX
AGAINST THE. . .CENTS TAX

3. The ordinance adopted by the governing body providing for the imposition of the surtax shall set forth a plan for providing health care services to qualified residents, as defined in subparagraph 4. Such plan and subsequent amendments to it shall fund a broad range of health care services for both indigent persons and the medically poor, including, but not limited to, primary care and preventive care as well as hospital care. The plan must also address the services to be provided by the Level I trauma center. It shall emphasize a continuity of care in the most cost-effective setting, taking into consideration both a high quality of care and geographic access. Where consistent with these objectives, it shall include, without limitation, services rendered by physicians, clinics, community hospitals, mental health centers, and alternative delivery sites, as well as at least one regional referral hospital where appropriate. It shall provide that agreements negotiated between the county and providers, including hospitals with a Level I trauma

center, will include reimbursement methodologies that take into account the cost of services rendered to eligible patients, recognize hospitals that render a disproportionate share of indigent care, provide other incentives to promote the delivery of charity care, promote the advancement of technology in medical services, recognize the level of responsiveness to medical needs in trauma cases, and require cost containment including, but not limited to, case management. It must also provide that any hospitals that are owned and operated by government entities on May 21, 1991, must, as a condition of receiving funds under this subsection, afford public access equal to that provided under s. 286.011 as to meetings of the governing board, the subject of which is budgeting resources for the rendition of charity care as that term is defined in the Florida Hospital Uniform Reporting System (FHURS) manual referenced in s. 408.07. The plan shall also include innovative health care programs that provide cost-effective alternatives to traditional methods of service delivery and funding.

4. For the purpose of this paragraph, the term "qualified resident" means residents of the authorizing county who are:

- a. Qualified as indigent persons as certified by the authorizing county;
- b. Certified by the authorizing county as meeting the definition of the medically poor, defined as persons having insufficient income, resources, and assets to provide the needed medical care without using resources required to meet basic needs for shelter, food, clothing, and personal expenses; or not being eligible for any other state or federal program, or having medical needs that are not covered by any such program; or having insufficient third-party insurance coverage. In all cases, the authorizing county is intended to serve as the payor of last resort; or
- c. Participating in innovative, cost-effective programs approved by the authorizing county.

5. Moneys collected pursuant to this paragraph remain the property of the state and shall be distributed by the Department of Revenue on a regular and periodic basis to the clerk of the circuit court as ex officio custodian of the funds of the authorizing county. The clerk of the circuit court shall:

- a. Maintain the moneys in an indigent health care trust fund;
- b. Invest any funds held on deposit in the trust fund pursuant to general law;
- c. Disburse the funds, including any interest earned, to any provider of health care services, as provided in subparagraphs 3. and 4., upon directive from the authorizing county. However, if a county has a population of at least 800,000 residents and has levied the surtax authorized in this paragraph, notwithstanding any directive from the authorizing county, on October 1 of each calendar year, the clerk of the court shall issue a check in the amount of \$6.5 million to a hospital in its jurisdiction that has a Level I trauma center or shall issue a check in the amount of \$3.5 million to a hospital in its jurisdiction that has a Level I trauma center if that county enacts and implements a hospital lien law in accordance with chapter 98-499, Laws of Florida. The issuance of the checks on October 1 of each year is provided in recognition of the Level I trauma center status and shall be in addition to the base contract amount received during fiscal year 1999-2000 and any additional amount negotiated to the base contract. If the hospital receiving funds for its Level I trauma center status requests such funds to be used to generate federal matching funds under Medicaid, the clerk of the court shall instead issue a check to the Agency for Health Care Administration to accomplish that purpose to the extent that it is allowed through the General Appropriations Act; and
- d. Prepare on a biennial basis an audit of the trust fund specified in sub-subparagraph a. Commencing February 1, 2004, such audit shall be delivered to the governing body and to the chair of the legislative delegation of each authorizing county.

6. Notwithstanding any other provision of this section, a county shall not levy local option sales surtaxes authorized in this paragraph and subsections (2) and (3) in excess of a combined rate of 1 percent.

(b) Notwithstanding any other provision of this section, the governing body in each county the government of which is not consolidated with that of one or more municipalities and which has a population of less than 800,000 residents, may levy, by ordinance subject to approval by a majority of the electors of the county voting in a referendum, a discretionary sales surtax at a rate that may not exceed 0.25 percent for the sole purpose of funding trauma services provided by a trauma center licensed pursuant to chapter 395.

1. A statement that includes a brief and general description of the purposes to be funded by the surtax and that conforms to the requirements of s. 101.161 shall be placed on the ballot by the governing body of the county. The following shall be placed on the ballot:

FOR THE. . .CENTS TAX
AGAINST THE. . .CENTS TAX

2. The ordinance adopted by the governing body of the county providing for the imposition of the surtax shall set forth a plan for providing trauma services to trauma victims presenting in the trauma service area in which such county is located.

3. Moneys collected pursuant to this paragraph remain the property of the state and shall be distributed by the Department of Revenue on a regular and periodic basis to the clerk of the circuit court as ex officio custodian of the funds of the authorizing county. The clerk of the circuit court shall:

- a. Maintain the moneys in a trauma services trust fund.
- b. Invest any funds held on deposit in the trust fund pursuant to general law.
- c. Disburse the funds, including any interest earned on such funds, to the trauma center in its trauma service area, as provided in the plan set forth pursuant to subparagraph 2., upon directive from the authorizing county. If the trauma center receiving funds requests such funds be used to generate federal matching funds under Medicaid, the custodian of the funds shall instead issue a check to the Agency for Health Care Administration to accomplish that purpose to the extent that the agency is allowed through the General Appropriations Act.
- d. Prepare on a biennial basis an audit of the trauma services trust fund specified in sub-subparagraph a., to be delivered to the authorizing county.

4. A discretionary sales surtax imposed pursuant to this paragraph shall expire 4 years after the effective date of the surtax, unless reenacted by ordinance subject to approval by a majority of the electors of the county voting in a subsequent referendum.

5. Notwithstanding any other provision of this section, a county shall not levy local option sales surtaxes authorized in this paragraph and subsections (2) and (3) in excess of a combined rate of 1 percent.

(5) COUNTY PUBLIC HOSPITAL SURTAX.—Any county as defined in s. 125.011(1) may levy the surtax authorized in this subsection pursuant to an ordinance either approved by extraordinary vote of the county commission or conditioned to take effect only upon approval by a majority vote of the electors of the county voting in a referendum. In a county as defined in s. 125.011(1), for the purposes of this subsection, “county public general hospital” means a general hospital as defined in s. 395.002 which is owned, operated, maintained, or governed by the county or its agency, authority, or public health trust.

- (a) The rate shall be 0.5 percent.
- (b) If the ordinance is conditioned on a referendum, the proposal to adopt the county public hospital surtax shall be placed on the ballot in accordance with law at a time to be set at the discretion of the governing body. The referendum question on the ballot shall include a brief general description of the health care services to be funded by the surtax.

- (c) Proceeds from the surtax shall be:
 1. Deposited by the county in a special fund, set aside from other county funds, to be used only for the operation, maintenance, and administration of the county public general hospital; and
 2. Remitted promptly by the county to the agency, authority, or public health trust created by law which administers or operates the county public general hospital.

(d) Except as provided in subparagraphs 1. and 2., the county must continue to contribute each year an amount equal to at least 80 percent of that percentage of the total county budget appropriated for the operation, administration, and maintenance of the county public general hospital from the county’s general revenues in the fiscal year of the county ending September 30, 1991:

1. Twenty-five percent of such amount must be remitted to a governing board, agency, or authority that is wholly independent from the public health trust, agency, or authority responsible for the county public general hospital, to be used solely for the purpose of funding the plan for indigent health care services provided for in paragraph (e);

2. However, in the first year of the plan, a total of \$10 million shall be remitted to such governing board, agency, or authority, to be used solely for the purpose of funding the plan for indigent health care services provided for in paragraph (e), and in the second year of the plan, a total of \$15 million shall be so remitted and used.

(e) A governing board, agency, or authority shall be chartered by the county commission upon this act becoming law. The governing board, agency, or authority shall adopt and implement a health care plan for indigent health care services. The governing board, agency, or authority shall consist of no more than seven and no fewer than five members appointed by the county commission. The members of the governing board, agency, or authority shall be at least 18 years of age and residents of the county. No member may be employed by or affiliated with a health care provider or the public health trust, agency, or authority responsible for the county public general hospital. The following community organizations shall each appoint a representative to a nominating committee: the South Florida Hospital and Healthcare Association, the Miami-Dade County Public Health Trust, the Dade County Medical Association, the Miami-Dade County Homeless Trust, and the Mayor of Miami-Dade County. This committee shall nominate between 10 and 14 county citizens for the governing board, agency, or authority. The slate shall be presented to the county commission and the county commission shall confirm the top five to seven nominees, depending on the size of the governing board. Until such time as the governing board, agency, or authority is created, the funds provided for in subparagraph (d)2. shall be placed in a restricted account set aside from other county funds and not disbursed by the county for any other purpose.

1. The plan shall divide the county into a minimum of four and maximum of six service areas, with no more than one participant hospital per service area. The county public general hospital shall be designated as the provider for one of the service areas. Services shall be provided through participants' primary acute care facilities.

2. The plan and subsequent amendments to it shall fund a defined range of health care services for both indigent persons and the medically poor, including primary care, preventive care, hospital emergency room care, and hospital care necessary to stabilize the patient. For the purposes of this section, "stabilization" means stabilization as defined in s. 397.311(35). Where consistent with these objectives, the plan may include services rendered by physicians, clinics, community hospitals, and alternative delivery sites, as well as at least one regional referral hospital per service area. The plan shall provide that agreements negotiated between the governing board, agency, or authority and providers shall recognize hospitals that render a disproportionate share of indigent care, provide other incentives to promote the delivery of charity care to draw down federal funds where appropriate, and require cost containment, including, but not limited to, case management. From the funds specified in subparagraphs (d)1. and 2. for indigent health care services, service providers shall receive reimbursement at a Medicaid rate to be determined by the governing board, agency, or authority created pursuant to this paragraph for the initial emergency room visit, and a per-member per-month fee or capitation for those members enrolled in their service area, as compensation for the services rendered following the initial emergency visit. Except for provisions of emergency services, upon determination of eligibility, enrollment shall be deemed to have occurred at the time services were rendered. The provisions for specific reimbursement of emergency services shall be repealed on July 1, 2001, unless otherwise reenacted by the Legislature. The capitation amount or rate shall be determined prior to program implementation by an independent actuarial consultant. In no event shall such reimbursement rates exceed the Medicaid rate. The plan must also provide that any hospitals owned and operated by government entities on or after the effective date of this act must, as a condition of receiving funds under this subsection, afford public access equal to that provided under s. 286.011 as to any meeting of the governing board, agency, or authority the subject of which is budgeting resources for the retention of charity care, as that term is defined in the rules of the Agency for Health Care Administration. The plan shall also include innovative health care programs that provide cost-effective alternatives to traditional methods of service and delivery funding.

3. The plan's benefits shall be made available to all county residents currently eligible to receive health care services as indigents or medically poor as defined in paragraph (4)(d).

4. Eligible residents who participate in the health care plan shall receive coverage for a period of 12 months or the period extending from the time of enrollment to the end of the current fiscal year, per enrollment period, whichever is less.

5. At the end of each fiscal year, the governing board, agency, or authority shall prepare an audit that reviews the budget of the plan, delivery of services, and quality of services, and makes recommendations to increase the plan's efficiency. The audit shall take into account participant hospital satisfaction with the plan and assess the amount of poststabilization patient transfers requested, and accepted or denied, by the county public general hospital.

(f) Notwithstanding any other provision of this section, a county may not levy local option sales surtaxes authorized in this subsection and subsections (2) and (3) in excess of a combined rate of 1 percent.

(6) SCHOOL CAPITAL OUTLAY SURTAX. —

(a) The school board in each county may levy, pursuant to resolution conditioned to take effect only upon approval by a majority vote of the electors of the county voting in a referendum, a discretionary sales surtax at a rate that may not exceed 0.5 percent.

(b) The resolution shall include a statement that provides a brief and general description of the school capital outlay projects to be funded by the surtax. The statement shall conform to the requirements of s. 101.161 and shall be placed on the ballot by the governing body of the county. The following question shall be placed on the ballot:

FOR THE	CENTS TAX
AGAINST THE	CENTS TAX

(c) The resolution providing for the imposition of the surtax shall set forth a plan for use of the surtax proceeds for fixed capital expenditures or fixed capital costs associated with the construction, reconstruction, or improvement of school facilities and campuses which have a useful life expectancy of 5 or more years, and any land acquisition, land improvement, design, and engineering costs related thereto. Additionally, the plan shall include the costs of retrofitting and providing for technology implementation, including hardware and software, for the various sites within the school district. Surtax revenues may be used for the purpose of servicing bond indebtedness to finance projects authorized by this subsection, and any interest accrued thereto may be held in trust to finance such projects. Neither the proceeds of the surtax nor any interest accrued thereto shall be used for operational expenses.

(d) Surtax revenues collected by the Department of Revenue pursuant to this subsection shall be distributed to the school board imposing the surtax in accordance with law.

(7) VOTER-APPROVED INDIGENT CARE SURTAX. —

(a)1. The governing body in each county that has a population of fewer than 800,000 residents may levy an indigent care surtax pursuant to an ordinance conditioned to take effect only upon approval by a majority vote of the electors of the county voting in a referendum. The surtax may be levied at a rate not to exceed 0.5 percent, except that if a publicly supported medical school is located in the county, the rate shall not exceed 1 percent.

2. Notwithstanding subparagraph 1., the governing body of any county that has a population of fewer than 50,000 residents may levy an indigent care surtax pursuant to an ordinance conditioned to take effect only upon approval by a majority vote of the electors of the county voting in a referendum. The surtax may be levied at a rate not to exceed 1 percent.

(b) A statement that includes a brief and general description of the purposes to be funded by the surtax and that conforms to the requirements of s. 101.161 shall be placed on the ballot by the governing body of the county. The following questions shall be placed on the ballot:

FOR THE. . .	CENTS TAX
AGAINST THE. . .	CENTS TAX

(c)1. The ordinance adopted by the governing body providing for the imposition of the surtax must set forth a plan for providing health care services to qualified residents, as defined in paragraph (d). The plan and subsequent amendments to it shall fund a broad range of health care services for indigent persons and the medically poor, including, but not limited to, primary care and preventive care, as well as hospital care. It shall emphasize a continuity of care in the most cost-effective setting, taking into consideration a high quality of care and geographic access. Where consistent with these objectives, it shall include, without limitation, services rendered by physicians, clinics, community hospitals, mental health centers, and alternative delivery sites, as well as at least one regional referral hospital where appropriate. It shall provide that agreements negotiated between the county and providers shall include reimbursement methodologies that take into account the cost of services rendered to eligible patients, recognize hospitals that render a disproportionate share of indigent care, provide other incentives to promote the delivery of charity care, and require cost containment, including, but not limited to, case management. The plan must also include innovative health care programs that provide cost-effective alternatives to traditional methods of service delivery and funding.

2. In addition to the uses specified or services required to be provided under this subsection, the ordinance adopted by a county that has a population of fewer than 50,000 residents may pledge surtax proceeds to service new or existing bond indebtedness incurred to finance, plan, construct, or reconstruct a public or not-for-profit hospital in such county and any land acquisition, land improvement, design, or engineering costs related to such hospital, if the governing body of the county determines that a public or not-for-profit hospital existing at the time of issuance of the bonds authorized under this subparagraph would, more likely than not, otherwise cease to operate. The plan required under this paragraph may, by an extraordinary vote of the governing body of such county, provide that some or all of the surtax revenues and any interest earned must be expended for the purpose of servicing such bond indebtedness. Such county may also use the services of the Division of Bond Finance of the State Board of Administration pursuant to the State Bond Act to issue bonds under this subparagraph. A jurisdiction may not issue bonds under this subparagraph more frequently than once per year. Any county that has a population of fewer than 50,000 residents at the time any bonds authorized in this subparagraph are issued retains the authority granted under this subparagraph throughout the terms of such bonds, including the term of any refinancing bonds, regardless of any subsequent increase in population which would result in such county having 50,000 or more residents.

(d) For the purpose of this subsection, the term "qualified residents" means residents of the authorizing county who are:

1. Qualified as indigent persons as certified by the authorizing county;
2. Certified by the authorizing county as meeting the definition of the medically poor, defined as persons having insufficient income, resources, and assets to provide the needed medical care without using resources required to meet basic needs for shelter, food, clothing, and personal expenses; not being eligible for any other state or federal program or having medical needs that are not covered by any such program; or having insufficient third-party insurance coverage. In all cases, the authorizing county shall serve as the payor of last resort; or
3. Participating in innovative, cost-effective programs approved by the authorizing county.

(e) Moneys collected pursuant to this subsection remain the property of the state and shall be distributed by the Department of Revenue on a regular and periodic basis to the clerk of the circuit court as ex officio custodian of the funds of the authorizing county. The clerk of the circuit court shall:

1. Maintain the moneys in an indigent health care trust fund.
2. Invest any funds held on deposit in the trust fund pursuant to general law.
3. Disburse the funds, including any interest earned, to any provider of health care services, as provided in paragraphs (c) and (d), upon directive from the authorizing county.
4. Disburse the funds, including any interest earned, to service any bond indebtedness authorized in this subsection upon directive from the authorizing county, which directive may be irrevocably given at the time the bond indebtedness is incurred.

(f) Notwithstanding any other provision of this section, a county may not levy local option sales surtaxes authorized in this subsection and subsections (2) and (3) in excess of a combined rate of 1 percent or, if a publicly supported medical school is located in the county or the county has a population of fewer than 50,000 residents, in excess of a combined rate of 1.5 percent.

(8) EMERGENCY FIRE RESCUE SERVICES AND FACILITIES SURTAX. —

(a) The governing authority of a county, other than a county that has imposed two separate discretionary surtaxes without expiration, may, by ordinance, levy a discretionary sales surtax of up to 1 percent for emergency fire rescue services and facilities as provided in this subsection. As used in this subsection, the term “emergency fire rescue services” includes, but is not limited to, preventing and extinguishing fires; protecting and saving life and property from fires or natural or intentional acts or disasters; enforcing municipal, county, or state fire prevention codes and laws pertaining to the prevention and control of fires; and providing prehospital emergency medical treatment.

(b) Upon the adoption of the ordinance, the levy of the surtax must be placed on the ballot by the governing authority of the county enacting the ordinance. The ordinance will take effect if approved by a majority of the electors of the county voting in a referendum held for such purpose. The referendum shall be placed on the ballot of a regularly scheduled election. The ballot for the referendum must conform to the requirements of s. 101.161. The interlocal agreement required under paragraph (d) is a condition precedent to holding the referendum.

(c) Pursuant to s. 212.054(4), the proceeds of the discretionary sales surtax collected under this subsection, less an administrative fee that may be retained by the Department of Revenue, shall be distributed by the department to the county. The county shall distribute the proceeds it receives from the department to the participating jurisdictions that have entered into an interlocal agreement with the county under this subsection. The county may also charge an administrative fee for receiving and distributing the surtax in the amount of the actual costs incurred, not to exceed 2 percent of the surtax collected.

(d) The county governing authority must develop and execute an interlocal agreement with participating jurisdictions, which are the governing bodies of municipalities, dependent special districts, independent special districts, or municipal service taxing units that provide emergency fire and rescue services within the county. The interlocal agreement must include a majority of the service providers in the county.

1. The interlocal agreement shall only specify that:

a. The amount of the surtax proceeds to be distributed by the county to each participating jurisdiction is based on the actual amounts collected within each participating jurisdiction as determined by the Department of Revenue’s population allocations in accordance with s. 218.62; or

b. If a county has special fire control districts and rescue districts within its boundary, the county shall distribute the surtax proceeds among the county and the participating municipalities or special fire control and rescue districts based on the proportion of each entity’s expenditures of ad valorem taxes and non-ad valorem assessments for fire control and emergency rescue services in each of the immediately preceding 5 fiscal years to the total of the expenditures for all participating entities.

2. Each participating jurisdiction shall agree that if a participating jurisdiction is requested to provide personnel or equipment to any other service provider, on a long-term basis pursuant to an interlocal agreement, the jurisdiction providing the service is entitled to payment from the requesting service provider from that provider’s share of the surtax proceeds for all costs of the equipment or personnel.

(e) Upon the surtax taking effect and initiation of collections, a county and any participating jurisdiction entering into the interlocal agreement shall reduce the ad valorem tax levy or any non-ad valorem assessment for fire control and emergency rescue services in its next and subsequent budgets by the estimated amount of revenue provided by the surtax.

(f) Use of surtax proceeds authorized under this subsection does not relieve a local government from complying with the provisions of chapter 200 and any related provision of law that establishes millage caps or limits undesignated budget reserves and procedures for establishing rollback rates for ad valorem taxes and budget adoption. If surtax collections exceed projected collections in any fiscal year, any surplus distribution shall be used to

further reduce ad valorem taxes in the next fiscal year. These proceeds shall be applied as a rebate to the final millage, after the TRIM notice is completed in accordance with this provision.

(g) Municipalities, special fire control and rescue districts, and contract service providers that do not enter into an interlocal agreement are not entitled to receive a portion of the proceeds of the surtax collected under this subsection and are not required to reduce ad valorem taxes or non-ad valorem assessments pursuant to paragraph (e).

(h) The provisions of sub-subparagraph (d)1.a. and subparagraph (d)2. do not apply if:

1. There is an interlocal agreement with the county and one or more participating jurisdictions which prohibits one or more jurisdictions from providing the same level of service for prehospital emergency medical treatment within the prohibited participating jurisdictions' boundaries; or

2. The county has issued a certificate of public convenience and necessity or its equivalent to a county department or a dependent special district of the county.

(i) Surtax collections shall be initiated on January 1 of the year following a successful referendum in order to coincide with s. 212.054(5).

(j) Notwithstanding s. 212.054, if a multicounty independent special district created pursuant to chapter 67-764, Laws of Florida, levies ad valorem taxes on district property to fund emergency fire rescue services within the district and is required by s. 2, Art. VII of the State Constitution to maintain a uniform ad valorem tax rate throughout the district, the county may not levy the discretionary sales surtax authorized by this subsection within the boundaries of the district.

History.—s. 2, ch. 76-284; s. 5, ch. 82-154; s. 3, ch. 83-3; s. 1, ch. 84-373; s. 1, ch. 84-555; s. 25, ch. 85-180; s. 70, ch. 85-342; s. 8, ch. 87-99; s. 1, ch. 87-100; s. 2, ch. 87-239; s. 12, ch. 87-548; s. 85, ch. 90-132; s. 4, ch. 90-203; s. 1, ch. 90-282; ss. 2, 3, ch. 91-81; s. 29, ch. 91-112; s. 2, ch. 91-418; s. 1, ch. 91-423; s. 148, ch. 92-279; ss. 1, 2, ch. 92-309; s. 55, ch. 92-326; s. 3, ch. 93-207; s. 3, ch. 93-222; s. 51, ch. 94-356; s. 1, ch. 95-258; s. 1, ch. 96-240; s. 1, ch. 97-83; s. 17, ch. 97-384; s. 7, ch. 98-258; s. 9, ch. 98-342; s. 4, ch. 99-4; s. 1, ch. 99-340; s. 54, ch. 99-385; s. 40, ch. 2000-151; ss. 10, 11, 13, 16, ch. 2000-312; s. 78, ch. 2000-318; s. 33, ch. 2001-60; s. 100, ch. 2002-20; s. 7, ch. 2002-196; s. 1, ch. 2003-77; ss. 33, 42, ch. 2003-254; s. 91, ch. 2003-402; s. 6, ch. 2004-41; s. 1, ch. 2004-66; s. 1, ch. 2004-259; s. 3, ch. 2005-55; s. 1, ch. 2005-56; s. 1, ch. 2005-96; s. 1, ch. 2005-242; s. 1, ch. 2006-66; s. 2, ch. 2006-223; s. 14, ch. 2007-196; s. 19, ch. 2009-96; s. 1, ch. 2009-132; s. 1, ch. 2009-146; s. 1, ch. 2009-182; s. 1, ch. 2010-154; s. 1, ch. 2010-225; s. 5, ch. 2011-15.

¹**Note.**—Section 20, ch. 2011-15, provides that “[t]his act shall take effect upon becoming a law, and those portions of this act which were amended, created, or repealed by chapter 2009-96, Laws of Florida, shall operate retroactively to June 1, 2009. If such retroactive application is held by a court of last resort to be unconstitutional, this act shall apply prospectively from the date that this act becomes a law.”

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

Copyright © 2000- 2014 State of Florida.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5945

County Administrator's Report 12. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/29/2014

Issue: Annual Escambia County Area Transit Summer Youth Pass Program

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Initiation of an Annual Escambia County Area Transit Summer Youth Pass Program - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve implementation of an Annual Escambia County Area Transit (ECAT) Summer Youth Pass Program for passengers 17 years of age and under. The Summer Youth Pass, which will be sold for \$25, will allow young people to ride the bus at any time between Memorial Day (May 26, 2014) and Labor Day (September 1, 2014). This campaign will ultimately increase ECAT's ridership as the young people of our community discover the benefits of using our transit system.

BACKGROUND:

ECAT is working to continue the Summer Youth Pass Program, primarily for passengers 17 years of age and under. The program's 2013 season was very successful and garnered an award at the 2013 FPTA Conference. The program's discount pass is intended to encourage young people to use transit during the summer months to visit locations such as area GED testing sites, summer camps, community centers, recreational facilities, and other places of interest within Escambia County. Other transit systems have found this type of program highly successful.

Area community centers offer excellent summer camps and programs for a variety of arts, sports, and life skills. As part of the printed materials for the Summer Youth Pass Program, ECAT would like to provide information about local area community centers and other places of interest. The promotional campaign will include a combination of website, radio, newspaper, and poster promotions and will begin upon BCC approval. ECAT also plans to schedule informational presentations to Escambia County Schools.

The Annual Summer Youth Pass Program will be valid from Memorial Day through Labor Day and available to passengers 17 years of age and under. Advance sale of summer bus passes is tentatively scheduled to begin on or around May 1st each year, at ECAT Administrative Offices during normal business hours. Summer Youth Pass Program applications will be available to download and print at www.goecat.com. We anticipate that passes will also be available for immediate purchase at the ECAT Office each weekday from 8:00 a.m. to 4:00 p.m. by mid-May.

BUDGETARY IMPACT:

No anticipated impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Additional personnel will not be required by ECAT.

POLICY/REQUIREMENT FOR BOARD ACTION:

This action complies with the Board's policy of providing safe, efficient and comfortable mass transportation services to the citizens of Escambia County.

IMPLEMENTATION/COORDINATION:

ECAT staff will continue to coordinate with the Florida Department of Transportation (FDOT) staff to complete all implementation requirements regarding new seasonal fares. ECAT staff will also continue to coordinate with Escambia County staff and appropriate community leaders to complete all implementation requirements.

Attachments

Award

ID Template



NEWS

For Immediate Release:
November 5, 2013

Media Contact:

Tonya Ellis
ECAT Director of Marketing & Community Relations
Tellis@co.escambia.fl.us
Contact: 850-595-3228, ext. 213

ECAT WINS STATE AWARD for TRANSIT MARKETING

PENSACOLA, FL. –

Escambia County Area Transit is making great strides in marketing public transportation to the residents of Escambia County.

ECAT recently won the **Best in Class 1** for the **2013 Florida Public Transportation Association (FPTA) Marketing Award** in the **Print Collateral – Advertising Collateral Category**. Class 1 is for transit systems with 100 or less buses or rail cars in their fleet. The FPTA Marketing Awards were presented at the Annual Conference in Clearwater Beach on October 29th. ECAT competed against other transit systems in the state for this prestigious award. This is the first time since 2002 that ECAT has won first place for a specific ECAT project or event.

The FPTA Marketing Awards, presented every year, recognize transit systems in Florida for their creative and effective marketing campaigns and projects.

ECAT created the Student Summer Wheels Pass Program to encourage youth in Pensacola to take advantage of public transportation from Memorial Day until Labor Day 2013. Summer Wheel Brochures were distributed to local churches, high schools, middle schools, and community centers within Escambia County.

We are sure that this highly-coveted statewide recognition is a reflection of the hard work of the Escambia County Area Transit organization and support of Escambia County Staff and the many people that have utilized our services. Thank you to all the people who have been a part of this success.



ECAT currently provides service through the fixed-route bus, seasonal Pensacola Beach trolley, University of West Florida (UWF) on-campus trolley and ADA paratransit transportation. For additional information on ECAT services, call 850-595-3288.

2013

STUDENT SUMMER WHEELS

MEMORIAL DAY
- LABOR DAY



I.D. must be presented to the bus operator each time.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5755

County Administrator's Report 12. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/29/2014

Issue: Conveyance of Two Parcels of Real Property to the Town of Century

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of Two Parcels of Real Property to the Town of Century - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of two parcels of County-owned property (totaling approximately 0.40 acres) located in the 100 Block of Zion Street, to the Town of Century, for a road and drainage Project:

A. Approve the conveyance of two parcels of County-owned property (totaling approximately 0.40 acres), located in the 100 block of Zion Street, to the Town of Century, for a road and drainage Project;

B. Adopt a Resolution authorizing the conveyance of two parcels of County-owned property (totaling approximately 0.40 acres), located in the 100 Block of Zion Street, to the Town of Century; and

C. Authorize the County Attorney to prepare, and the Chairman or Vice Chairman to execute, any documents necessary to complete the conveyance without further action of the Board.

[Funding: All costs associated with the accepting and recording of documents will be borne by the Town of Century]

BACKGROUND:

The Town of Century has a project in design to make road and drainage improvements in the Zion Street and Jackson Street area east of N. Century Boulevard. Due to limited right-of-way in this area and to facilitate the road and drainage project, the Town of Century has requested that the County convey properties it owns in the 100 Block of Zion Street, which are located within the city limits of the Town of Century. The project impacts two contiguous parcels of County-owned property which escheated to the County by tax deeds.

Public Works Department has reviewed this request and has determined that there is no identifiable need now or in the future for these two parcels and has no objections to this conveyance.

Board approval is required for the conveyance of this property to the Town of Century.

BUDGETARY IMPACT:

All costs associated with the accepting and recording of documents will be borne by the Town of Century.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Deed and Resolution were approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney. The conveyance of this property is authorized pursuant to Section 125.38, Florida Statutes.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval and upon execution of the documents by the Chairman, staff will present the documents to the Town of Century for acceptance and recording in the Public Records of Escambia County.

Staff has been in contact with Dale Long, Fabre Engineering, Agent for the Town of Century.

Attachments

Deed

Resolution

Parcels information

Tax Deed OR-4658, Page-1304

Tax Deed OR-1932, Page-979

Aerial map

This document was prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

DEED

THIS DEED is made this _____ day of _____, 2014, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor), and the Town of Century, a municipal corporation of the State of Florida, whose address is P.O. Drawer 790, Century, Florida 32521 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, land in Escambia County, Florida, described as follows:

See attached Exhibit A

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2014 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR RESERVES an undivided $\frac{3}{4}$ interest in, and title in and to an undivided $\frac{3}{4}$ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided $\frac{1}{2}$ interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop the same.

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

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Lumon J. May, Chairman

Deputy Clerk

This document approved as to form
and legal sufficiency.

By SGW
Title Asst. County Attorney
Date March 27, 2014

EXHIBIT "A"

BEGIN 237 FEET SOUTH OF THE NORTH LINE OF LOT 7 ON WEST LINE OF L AND N RR FOR POB, WEST 105 FEET, SOUTH 6 FEET, WEST 105 FEET, SOUTH 17 FEET, EAST 138 FEET, SOUTH 129 FEET, EAST 82 FEET TO RR, NORTHERLY ON RR 150 FEET TO POB.

REFERENCE NUMBER 32-6N-30-0736-000-000

AND ALSO:

BEGIN 210 FEET SOUTH AND 105 FEET WEST OF THE INTERSECTION OF THE WEST LINE OF THE RAILROAD AND THE NORTH LINE OF LOT 7, WEST 105 FEET, SOUTH 33 FEET, EAST 105 FEET, NORTH 33 FEET TO POINT OF BEGINNING

REFERENCE NUMBER 32-6N-30-0735-000-000

SECTION 36, TOWNSHIP 6 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

RESOLUTION R2014-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO THE TOWN OF CENTURY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of two parcels of real property located in Escambia County, Florida, as more particularly described in those certain Tax Deeds recorded in Official Record Book 4658 at page 1304 and Official Record Book 1932 at page 979 of the public records of Escambia County, Florida; and

WHEREAS, the Town of Century (Town) has requested that the County convey the property for construction of public road and drainage improvements; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that it is in the best interest of the public to convey the property to the Town under the terms and conditions stated herein; and

WHEREAS, the conveyance from the County to the Town is authorized pursuant to Section 125.38, Florida Statutes;

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The County shall convey to the Town for the recited consideration of One Dollar (\$1.00) the property described in the attached Exhibit A, with all costs associated with accepting the deed and recording it in the public records being borne by the Town.

Section 3. 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

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Asst. County Attorney
Date: March 28, 2014

EXHIBIT "A"

BEGIN 237 FEET SOUTH OF THE NORTH LINE OF LOT 7 ON WEST LINE OF L AND N RR FOR POB, WEST 105 FEET, SOUTH 6 FEET, WEST 105 FEET, SOUTH 17 FEET, EAST 138 FEET, SOUTH 129 FEET, EAST 82 FEET TO RR, NORTHERLY ON RR 150 FEET TO POB.

REFERENCE NUMBER 32-6N-30-0736-000-000

AND ALSO:

BEGIN 210 FEET SOUTH AND 105 FEET WEST OF THE INTERSECTION OF THE WEST LINE OF THE RAILROAD AND THE NORTH LINE OF LOT 7, WEST 105 FEET, SOUTH 33 FEET, EAST 105 FEET, NORTH 33 FEET TO POINT OF BEGINNING

REFERENCE NUMBER 32-6N-30-0735-000-000

SECTION 36, TOWNSHIP 6 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

Source: Escambia County Property Appraiser

[←](#) Navigate Mode
 Account
 Reference
 [→](#)

<p>General Information</p> <p>Reference: 326N300736000000</p> <p>Account: 112217000</p> <p>Owners: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONER</p> <p>Mail: 221 PALAFOX PL STE 420 PENSACOLA, FL 32502</p> <p>Situs: 100 ZION ST BLK 32535</p> <p>Use Code: SINGLE FAMILY RESID</p> <p>Taxing Authority: CENTURY CITY LIMITS</p> <p>Tax Inquiry: Open Tax Inquiry Window</p> <p>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>2013 Certified Roll Assessment</p> <p>Improvements: \$19,331</p> <p>Land: \$1,824</p> <hr/> <p>Total: \$21,155</p> <p>Save Our Homes: \$0</p> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1/Portability Calculations</p>
---	--

<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>02/2001</td> <td>4658</td> <td>1304</td> <td>\$100</td> <td>TD</td> <td>View Instr</td> </tr> <tr> <td>01/1966</td> <td>302</td> <td>935</td> <td>\$900</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1909</td> <td>1143</td> <td>949</td> <td>\$300</td> <td>TD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	02/2001	4658	1304	\$100	TD	View Instr	01/1966	302	935	\$900	WD	View Instr	01/1909	1143	949	\$300	TD	View Instr	<p>2013 Certified Roll Exemptions</p> <p>COUNTY OWNED</p> <hr/> <p>Legal Description</p> <p>BEG 237 FT S OF N LI OF LT 7 ON W LINE OF L AND N RR FOR POB W 105 FT S 6 FT W 105 FT S 17 FT E 138 FT S...</p> <hr/> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																				
02/2001	4658	1304	\$100	TD	View Instr																				
01/1966	302	935	\$900	WD	View Instr																				
01/1909	1143	949	\$300	TD	View Instr																				

Parcel Information

Section Map Id:
[32-6N-30-1](#)

Approx. Acreage:
0.3200

Zoned:
INCORP

Evacuation & Flood Information
[Open Report](#)

[Launch Interactive Map](#)

Source: Escambia County Property Appraiser

Navigate Mode
 Account
 Reference

[Restore Full Page Version](#)

General Information

Reference: 326N300735000000
Account: 112216000
Owners: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail: 221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs: 32535
Use Code: VACANT RESIDENTIAL
Taxing Authority: CENTURY CITY LIMITS
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector

2013 Certified Roll Assessment

Improvements: \$0
Land: \$95
Total: \$95
[Save Our Homes:](#) \$0

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1970	24	265	\$100	WD	View Instr
01/1966	280	869	\$100	WD	View Instr

Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller

2013 Certified Roll Exemptions
 COUNTY OWNED

Legal Description
 BEG 210 FT S AND 105 FT W OF INTER OF W LI OF RR AND N LI OF LT 7 W 105 FT S 33 FT E 105 FT N 33 FT TO POB...

Extra Features
 None

Parcel Information

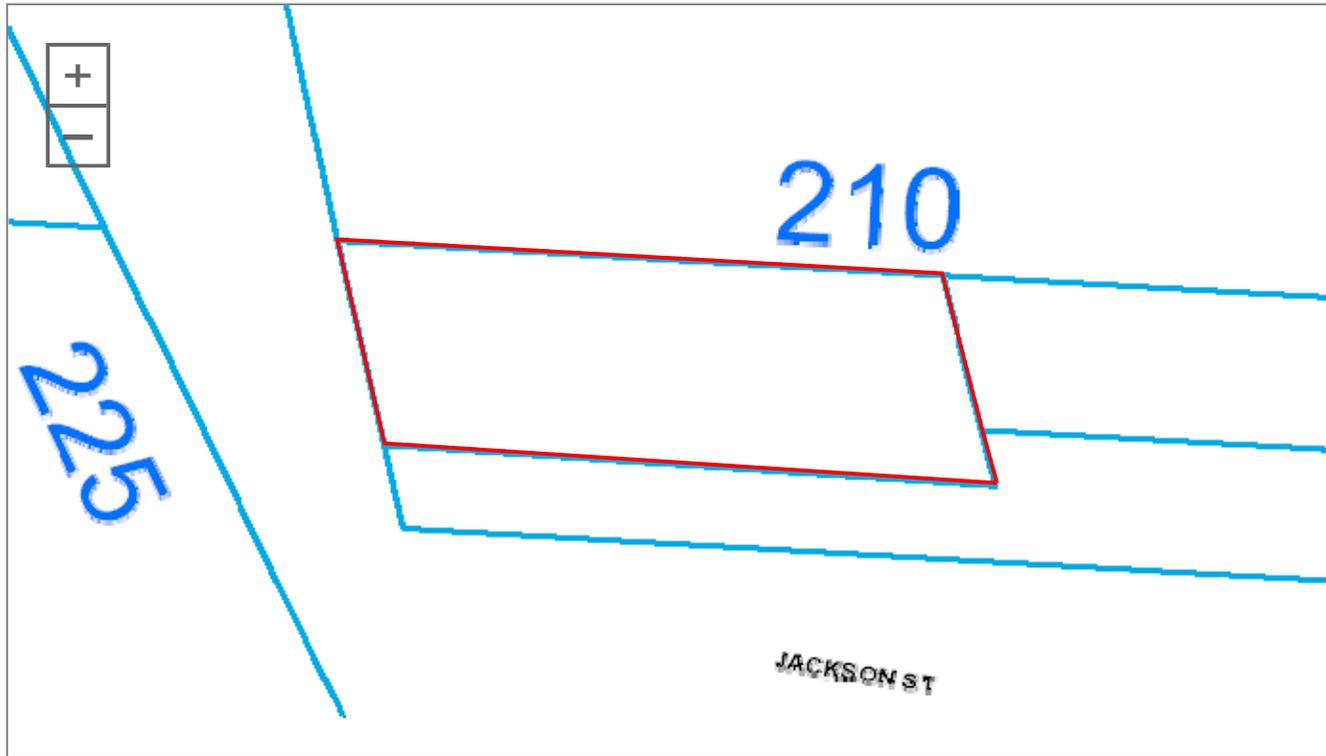
[Launch Interactive Map](#)

Section Map Id: [32-6N-30-1](#)

Approx. Acreage: 0.0800

Zoned: INCORP

Evacuation & Flood Information
[Open Report](#)



6.00
Jude

RCD Feb 07, 2001 09:21 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-811708

DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Ernie Lee Magaha, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 4686 was issued on the 1st day of June, 1988, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 24th day of January, 1994, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners Escambia County, Florida 223 South Palafox Place, Pensacola, Florida, 32501, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

BEG 237 FT S OF N LI OF LT 7 ON W LINE OF L AND N RR FOR POB W 105 FT S 6 FT W 105 FT S 17 FT E 138 FT S 129 FT E 82 FT TO RR NLY ON RR 150 FT TO POB OR 1143 P 949

SECTION 32, TOWNSHIP 6 NORTH, RANGE 30 WEST
REFERENCE NUMBER 32-6N-30-0736-000-000
TAX ACCOUNT NUMBER 11-2217-000

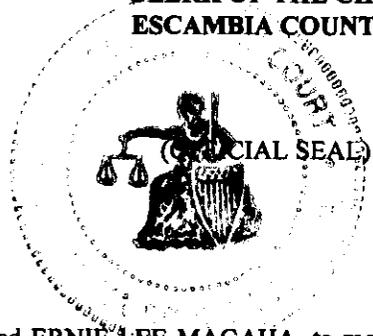
Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 6th day of February, 2001.

WITNESSES:

Judy Leatherwood
Judy Leatherwood
Marcia Mashburn
Marcia Mashburn

Ernie Lee Magaha
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned, personally appeared ERNIE LEE MAGAHA, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 6th day of February, 2001 .



Ernie Lee Magaha, Clerk of Circuit Court
Judy Leatherwood
Judy Leatherwood, Deputy Clerk

This instrument was prepared by
Joe A. Flowers, Comptroller
Escambia County Courthouse
Pensacola, FL

1932 PAGE 979

DEED

See Notary
4/10/86

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WHEREAS, Tax Certificate No. 1867 was issued on the 1st day of June, 1973, against the land described herein-
below, and the Tax Collector of Escambia County, Florida, duly delivered
to the Comptroller of said County a certificate as required by law as to
the application for a Tax Deed thereon, and due notice of sale was published
and mailed as required by law, and no person entitled so to do appeared to
redeem said land, and said land was, on the 5th day of April,
1976, offered for public sale as required by law, and there being no bidders
at the public sale, the land was entered on the list of "Lands Available
for Taxes" and notice thereof sent to the County Commission and any other
persons holding certificates against said land as required by law, and no
person or governmental unit having purchased said land, and seven years
having elapsed since the land was offered for public sale, the land has
escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida
Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller
to now execute a tax deed vesting title in the Board of County Commissioners
of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned
Comptroller, for Escambia County, Florida, in consideration of these premises,
and pursuant to Section 197.241(5), Florida Statutes, do hereby release, re-
mise, quitclaim, and convey to the Board of County Commissioners of Escambia
County, Florida, (whose mailing address is P. O. Box 1111
Pensacola, FL 32595), their successors and assigns, for-
ever, the following described land in Escambia County, Florida, to-wit:

Begin 210 feet South and 105 feet West of the intersection of the west line
of the railroad and the north line of Lot 7, West 105 feet, South 33 feet,
East 105 feet, North 33 feet to point of beginning, Order and Judgement
Book 24, page 265, Section 32, Township 6 North, Range 30 West.
Acct. # 11-2216-000

Together with all and singular the tenements, hereditaments, and appurtenances,
thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for
and on behalf of Escambia County, Florida, as Comptroller of said County, I
have executed this deed and have hereunto set my official seal this 3rd
day of July, 1984.

Witnesses:

Claire Fairman
Patricia Stromaker

Joe A. Flowers
JOE A. FLOWERS, as Comptroller of Escambia
County, Florida
(OFFICIAL SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared
JOE A. FLOWERS, to me well known and known to me to be the individual
described by that name who executed the foregoing instrument, and also
known to me to be the Comptroller of Escambia County, Florida, who
acknowledged that he executed the same as Comptroller for the uses and
purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 3rd day of
July, 1984.



Claire Fairman
Notary Public
My Commission Expires: 4/10/86

**ZION STREET AREA / TWO CONTIGUOUS PARCELS OWNED
BY ESCAMBIA COUNTY PURSUANT TO TAX DEEDS**



 Parcel # 1 Escheated to the County per Tax Deed (OR 4658 Page 1304) in 2001

 Parcel # 2 Escheated to the County per Tax Deed (OR 1932 Page 979) in 1984



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 02/25/14 DISTRICT 5



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5994

County Administrator's Report 12. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/29/2014

Issue: Amendment #2 to the Agreement between Escambia County, Florida and First Transit, Inc. for Escambia Area Transit Management Services PD10-11.060

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #2 to the Agreement for Mass Transit Services - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning Amendment #2 to the Agreement for Mass Transit Services:

A. Approve and authorize the Chairman to sign Amendment #2 to the Agreement between Escambia County, Florida, and First Transit, Inc., for Escambia County Area Transit Management Services (PD 10-11.060), to amend Paragraph 4.6 of the Agreement, regarding transit advertising services;

B. Approve the Escambia County Area Transit Advertising Agreement (Fee Schedule), to be used as a contract document for transit advertising;

C. Approve, subject to Legal review and sign-off, the Escambia County Area Transit "ECAT BUS" Advertising Agreement Terms and Conditions, to be used as a contract document for transit advertising; and

D. Authorize ECAT General Manager to sign the Advertising Agreements without further action of the Board.

[THE "ECAT BUS" ADVERTISING AGREEMENT TERMS AND CONDITIONS TO BE DISTRIBUTED UNDER SEPARATE COVER]

BACKGROUND:

This is the second amendment to the Agreement entered into on January 18, 2012, by and between Escambia County, Florida and First Transit, Inc.

First Transit, Inc., has agreed to provide transit advertising services to include the marketing, selling, installation, and maintenance of advertising on ECAT buses. They will also oversee the Advertising Agreement for Bus Benches and Shelters and the Transit Advertising Services Agreement. All revenue generated from the advertising services will go to Escambia County

Area Transit (ECAT).

Section 4.6 of the First Transit Agreement is being amended as follows:

4.6 Marketing. Management Company will provide marketing, and promotion services and activities, which shall be consistent with the Goals and Objectives identified in Article 4. Management Company shall submit an Annual Business and Marketing Plan for approval by Escambia County. The Annual Business and Marketing Plan shall be due at the same time the County Administrator requires submission of the annual budgets from other County departments and public agencies.

Management Company will provide transit advertising services to include the marketing, selling, installation, and maintenance of advertising on ECAT buses. In the alternative, Management Company will oversee the Advertising Agreement for Bus Benches and Shelters and the Transit Advertising Services Agreement to include all financial reporting, complaints, and ensuring bus route exposure. Escambia County reserves the right to disapprove of any particular advertisement for any reason based upon the reasonable discretion of the Board of County Commissioners.

The Fee Schedule and the "ECAT" Advertising Agreement Terms and Conditions (see attached) were prepared by ECAT and approved by Legal. Once these documents are approved for use, ECAT staff will begin entering into contracts for advertising.

BUDGETARY IMPACT:

All revenue generated from the advertising services will go to Escambia County Area Transit.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, prepared and signed off on Amendment #2 to the Agreement. The "ECAT BUS" Advertising Agreement is currently under review.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

First Transit will coordinate with Transportation & Traffic Operations and any and all outside agencies interested in advertise on the buses.

Attachments

Amendment #2

Fee Schedule

AMENDMENT #2 TO THE AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND FIRST TRANSIT, INC. FOR ESCAMBIA COUNTY AREA TRANSIT MANAGEMENT SERVICES PD 10-11.060

THIS IS THE SECOND AMENDMENT TO THE AGREEMENT entered into on January 18, 2012, by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and First Transit, Inc., a for-profit corporation authorized to transact business in the State of Florida, with administrative offices at 600 Vine Street, Suite 1400 Cincinnati, Ohio 45202 (hereinafter referred to as "Management Company").

WITNESSETH:

WHEREAS, on January 18, 2012, the County entered into an agreement with Management Company for transit management services for Escambia County Area Transit (ECAT) PD 10-11.060; and

WHEREAS, the parties have agreed to amend the agreement; and

WHEREAS, as a result of said revision, the Board of County Commissioners finds it is in the best interest of the health, safety and welfare of the citizens of Escambia County that the agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and Management Company agree to amend the agreement entered into on January 18, 2012, as follows:

1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.
2. That Paragraph 4.6 of the agreement is amended as follows:

4.6 Marketing. Management Company will provide marketing, and promotion services and activities, which shall be consistent with the Goals and Objectives identified in Article 4. Management Company shall submit an Annual Business and Marketing Plan for approval by Escambia County. The Annual Business and Marketing Plan shall be due at the same time the County Administrator requires submission of the annual budgets from other County departments and public agencies.

Management Company will provide transit advertising services to include the marketing, selling, installation, and maintenance of advertising on ECAT buses. In the alternative, Management Company will oversee the Advertising Agreement for Bus Benches and Shelters and the Transit Advertising Services Agreement to include all financial reporting, complaints, and ensuring bus route exposure. Escambia County reserves the right to disapprove of any particular advertisement for any reason based upon the reasonable discretion of the Board of County Commissioners.

3. That the parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.

5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state and federal court action or other proceeding relating to any matter, which is the subject of this Agreement, shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 3/18/14

COUNTY: Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners.

By: _____
Lumon J. May, Chairman

Date: _____

BCC Approved: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

MANAGEMENT COMPANY:
FIRST TRANSIT, INC.

By: [Signature]
President

Date: 4-1-14

ATTEST:
[Signature]
Corporate Secretary

(Seal)

Date _____
 Agreement Start _____
 Agreement End Date/ Renewal _____



ESCAMBIA COUNTY AREA TRANSIT

1515 West Fairfield Drive • Pensacola, FL 32501 • 850 595-3228 • FAX 850 595-3222



AN ADVERTISING AGREEMENT between ESCAMBIA COUNTY AREA TRANSIT (ECAT), hereinafter called The COMPANY, and _____
 hereinafter called ADVERTISER. Said parties hereto, covenant and agree:

The COMPANY agrees to place certain advertising matter for the ADVERTISER on the following type of media _____

for a period of _____; beginning _____ 201_____ and ending _____.

Advertiser: _____ Corp. _____ Indiv. _____ Other _____

Address: _____

City: _____ State: _____ Zip: _____

Production Contact _____ Accounts Payable Contact _____

Phone: _____ Fax: _____ Mobile: _____

E-Mail Contact: _____

The ADVERTISER agrees to pay the COMPANY for said services according to the following schedule:

Advertising Rates - *All rates are monthly

Exterior Bus Wraps

Duration	Full Wrap	Half Wrap	King Kong	King	Queen	Tail Wrap
3 months	NA	NA	NA	NA	\$420	\$315
6 months	NA	\$840	\$602	\$434	\$385	\$280
12 months	\$889	\$728	\$595	\$392	\$329	\$259
24 months	\$763	NA	NA	NA	NA	NA
36 months	\$546	NA	NA	NA	NA	NA

Interior Bus Cards *

Duration	11" H x 18" W	11" H x 28" W	Qty
6 months	\$42	\$56	31
12 months	\$28	\$42	31

*Six month minimum required 31 total buses

10% of all Advertising Space is reserved for Self-Promotion of Escambia County Commission, ECAT, and Public Service Announcements.
 Advertising for Non-Profit organizations is discounted 50% for interior ads. Advertiser pays production costs.

Advertisement # of Ads _____ x Cost per Ad \$ _____ # months _____ Total Ad Cost \$ _____
 Interior Ad Production # of Ads _____ x Cost per Ad \$ _____ # months _____ Total Production \$ _____
TOTAL DUE = \$ _____

LOCATIONS AND NOTES:

Locations Approved By: _____

Agreement Accepted By: _____

Advertiser: _____ Date _____

Salesperson: _____ Date _____

ECAT General Manager: _____ Date _____

DEPOSITS:	
First/Last Month	\$ _____
Balance	\$ _____
TOTAL DOWN PAYMENT	\$ _____
To Be Billed Monthly	\$ _____
Billing Start Date	_____

<i>Office Use Only</i>
Method of Payment:
Check: _____ Please make checks payable to: Escambia County Board of County Commissioners
Credit Card: Discover _____ Visa _____ Mastercard _____ American Express _____
CHECK ONE: <input type="checkbox"/> Recurring monthly charge in the amount of \$ _____ <input type="checkbox"/> One-time charge in the amount of \$ _____
<input type="checkbox"/> Bi-annual charge of \$ _____ for the first six month period and \$ _____ for the second six month period.
NAME ON CARD _____ SEC. CODE _____
CARD NUMBER _____ EXPIRATION DATE _____
CREDIT CARD BILLING ADDRESS _____
AUTHORIZED SIGNATURE _____ DATE _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6062

County Administrator's Report 12. 10.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/29/2014

Issue: Solid Waste Management - Request for Disposition of Property

From: Pat Johnson

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

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

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County and suitable to be auctioned or properly disposed.

BUDGETARY IMPACT:

Possible recoup of funds if/when property goes to auction.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2 Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Disposing Department, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for thirty (30) days. All other property will be disposed of according to the Dispositoin of County Property policies of the BCC.

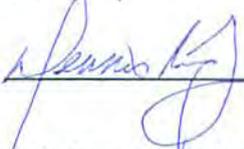
Attachments

Disposition of Prop 2014_04_29

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Solid Waste Management COST CENTER NO: 230306

Dennis Rigby DATE: 4/7/14
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 937-2166

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	52069	Toyota	JT2BK12U330082618	Prius	2003	Fair

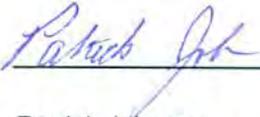
Disposal Comments: Vehicle to be auctioned.

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 _____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 4/10/14
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Patrick Johnson

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: April 29, 2014

Approved by the County Commission and Recorded in the Minutes of: _____
 Pam Childers, Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt _____ Date _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6045

County Administrator's Report 12. 11.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/29/2014

Issue: Request for Disposition of Property

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Requests for Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the Request for Disposition of Property Form for the Public Works Department indicating approximately 601 acres of timber to be properly disposed of, which is described and listed on the Request Form, with reason for disposition stated.

BACKGROUND:

The surplus property listed on the attached Request for Disposition of Property Form has been checked, declared surplus, and is to be sold or disposed of, as listed on the supporting documentation. The Request Forms have been signed by all applicable authorities.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Public Work will be working with Purchasing to put out a Request for Proposal.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, 2, Section H, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, all property will be disposed of according to the Disposition of County Property Policy.

Attachments

disposal form for timber

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Public Works Department COST CENTER NO: _____

Joy D. Blackmon, P.E. DATE: 04/09/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Joy D. Blackmon Phone No: 850 595-3451

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
		601 acres of timber				

Disposal Comments: Declare the timber on 601 acres for the OLFX site in Santa Rosa County surplus so that the timber can be sold
Public Works is working with Purchasing to put out a RFP

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 _____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 4-10-14
 FROM: Escambia County Department Director (Signature): Joy D. Blackmon
 Director (Print Name): Joy D. Blackmon, P.E.

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____
 Pam Childers, Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5949

County Administrator's Report 12. 12.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 04/29/2014

Issue: Application Submittals for Transportation Alternatives Program Funding for Multiple Projects Throughout the County

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Applications for Transportation Alternatives Program Funding for Multiple Projects throughout the County - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding proposed Applications for submittal for bicycle and pedestrian Projects:

A. Approve submittal of Applications for Transportation Alternatives Program (TAP) funds to design and construct the bicycle and pedestrian Projects on the following roadways:

1. Sidewalks along Massachusetts Avenue from Hollywood Boulevard to Mobile Highway (SR-10A);
2. Sidewalks along Chemstrand Road (CR-749) from Nine Mile Road (SR-10) to Ten Mile Road;
3. Sidewalks along "W" Street (CR-453) from Fairfield Drive (SR-295) to Navy Boulevard (SR-30);
4. Sidewalks along Olive Road (CR-290) from Ninth Avenue (SR-289) to Davis Highway (SR-291);
5. Paved shoulders along Bauer Road (CR-293) from Sorrento Road (SR-292) to Gulf Beach Highway (CR-292A); and
6. Paved shoulders along Dog Track Road (CR-297) from Blue Angel Parkway (SR-173) to Lillian Highway (SR-30);

B. Adopt a Resolution in support of Applications for Transportation Alternatives Program Projects; and

C. Authorize the Chairman to sign the Transportation Alternatives Program Projects Applications and all other documents associated with these applications.

BACKGROUND:

Pedestrian sidewalks and bicycle lanes are proposed in the Florida-Alabama Transportation Planning Organization (TPO), Bicycle/Pedestrian Master Plan. Staff selected projects out of this plan based on need, connectivity, and feasibility. Federal funds are available through a competitive application process to design and construct the project. Florida Department of Transportation has allocated \$762,000 for TAP in District 3 areas, which includes the Florida-Alabama TPO, for FY15. The proposed projects would design and construct new sidewalks and paved shoulders along various roadways throughout the County. The submittals must include a Resolution supporting the projects adopted in conjunction with the approval to submit.

Federal and state funds are available for the higher priority projects as ranked by the TPO.

BUDGETARY IMPACT:

No local funding match is required.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the resolution and the Grant Applications as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

TPO staff will review the application in July 2014. The TPO will be requested to approve a prioritized list of projects during August 2014. Projects will be scheduled for design and construction in their order of priority.

Attachments

Resolution

Mass Ave

Chemstrand Rd

W St

Olive Rd

Bauer Rd

Dog Track Rd

RESOLUTION NUMBER R2014 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA IN SUPPORT OF APPLICATIONS FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDING TO DESIGN AND CONSTRUCT BICYCLE AND PEDESTRIAN FACILITIES ALONG SEVERAL COUNTY ROADS; ESTABLISHING A NEED FOR BICYCLE AND PEDESTRIAN FACILITIES; PROVIDING FOR REGIONAL AND COUNTY TRANSPORTATION PLANNING ENDORSEMENT OF A PEDESTRIAN SIDEWALK; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners desires to promote and encourage alternative modes of transportation; and

WHEREAS, traffic congestion, traffic accidents and pollution of the environment all stand to be reduced through a decrease in the dependence on motor vehicles; and

WHEREAS, Escambia County is attempting to alleviate the burgeoning demand created by motor vehicles on the roadway system; and

WHEREAS, the roadways known as Massachusetts Avenue; Chemstrand Road (CR-749); "W" Street (CR-453); Olive Road (CR-290); Bauer Road (CR-293); and Dog Track Road (CR-297), are located in the unincorporated area of Escambia County, Florida; and

WHEREAS, many citizens of Escambia County have expressed a desire for a bicycle and pedestrian facilities throughout the county; and

WHEREAS, the following projects are proposed and approved in the Florida-Alabama Transportation Planning Organization's Bicycle Pedestrian Master Plan;

Sidewalks along Massachusetts Avenue from Hollywood Boulevard to Mobile Highway (SR-10A);

Sidewalks along Chemstrand Road (CR-749) from Nine Mile Road (SR-10) to Ten Mile Road;

Sidewalks along "W" Street (CR-453) from Fairfield Drive (SR-295) to Navy Boulevard (SR-30);

Sidewalks along Olive Road (CR-290) from Ninth Avenue (SR-289) to Davis Highway (SR-291);

Paved shoulders along Bauer Road (CR-293) from Sorrento Road (SR-292) to Gulf Beach Highway (CR-292A);

Paved shoulders along Dog Track Road (CR-297) from Blue Angel Parkway (SR-173) to Lillian Highway (SR-30); and

WHEREAS, Federal Surface Transportation Program funds are now available for transportation alternatives projects through the State of Florida Department of Transportation; and

WHEREAS, these projects appear to meet the eligibility requirements for funding, and it is in the best interests of the public health, safety, and welfare of the citizens of Escambia County that the funding be sought from the State of Florida Department of Transportation.

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

Section 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.

Section 2. That the proposed bicycle and pedestrian projects applications have been endorsed by the Florida-Alabama Transportation Planning Organization and Escambia County as serving an unmet vital transportation need for the public health, safety, and welfare of the citizens of Escambia County.

Section 3. That the Board of County Commissioners, in furtherance of such purpose, supports filing the application with the State of Florida Department of Transportation for Federal Transportation Alternatives Program funding for the listed projects.

Section 4. That this Resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ of _____, 2014

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT 3 APPLICATION
TRANSPORTATION ALTERNATIVE PROGRAM PROJECTS

Date: March 10, 2014 TPO (If Applicable): Florida-Alabama

Project Title: Massachusetts Ave Sidewalk

Project Sponsor Escambia County Board of County Commissioners

According to 23 USC 213(c)(4)(B) a project sponsor may be a local government; regional transportation authority; transit agency; natural resource or public land agency; school district, local education agency, or school; tribal government; or other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than a metropolitan planning organization or a state agency) that the State determines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.

Contact Thomas Brown, Jr Title Transportation Planner

Address 3363 West Park PL, Pensacola, FL 32505

Phone 850-595-3404 Fax 850-595-3405

e-mail address: thomas_brown@co.escambia.fl.us

Priority (relative to other applications submitted by the Project Sponsor). _____

Name of Applicant (If other than Project Sponsor): _____

1. Qualifying Transportation Alternatives Activities:

Check the Transportation Alternatives Program (TAP) activity that the proposed project will address. **(NOTE: Checking all activities possible does not ensure or increase eligibility. Each activity checked must meet all criteria required by FHWA.**

For more information from FHWA go to: <http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm>

_____ Construction, Planning, and Design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990

X _____ Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs

_____ Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users

_____ Construction of turnouts, overlooks, and viewing areas

_____ Community improvement activities, including:

- o Inventory, control, or removal of outdoor advertising;
- o Historic preservation and rehabilitation of historic transportation facilities;
- o Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
- o Archaeological activities relating to impacts from implementation of a transportation project eligible under 23 USC.

Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:

- o Address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff including activities described in 23 USC 133(b)(11), 328(a) and 329; or
- o Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

The Recreational Trails Program under 23 USC 206 – Contact Alexandra Weiss at Department Of Environmental Protection, Office of Greenways and Trails (850) 245-2052, toll-free at 1-877-822-5208, or email Alexandra.Weiss@dep.state.fl.us

Safe Routes to School Projects – A separate application (FDOT Form # 500-000-30) must be submitted. This form may be accessed at:

<http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5>

Contact Alicia Brininger at (850) 330-1550 for further information.

Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

2. Project Description:

Use additional sheets as necessary to respond to the following:

- (a) Provide a clear and concise detailed description of the Transportation Alternatives project. For sidewalks and multi-use paths, include the preferred width and construction material, (i.e. concrete or asphalt surface). If the project is located parallel to a roadway include which side of roadway is proposed for the construction, and note any unique or special features that may be necessary which have been identified (such as boardwalks, bridges, drainage, guardrail, etc.).

- (b) What type of work is being proposed? (Check all that apply)

- Planning Activities
- Project Development and Environmental Studies
- Engineering and Final Plans Preparation Work
- Right of Way Acquisition
- Construction
- Construction Engineering and Inspection Activities

- (c) Where is the project located (and what is the project length and termini, if appropriate)? Include location map.
- (d) Summarize any special characteristics of project. Provide typical section drawings for appropriate projects.
- (e) Describe the project's existing right of way ownerships. This description shall identify when the right of way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys).
- (f) Describe any proposed right of way acquisition, including expected matching fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right of way.
- (g) Describe any related project work phases that are already complete or currently underway.
- (h) Other specific project information that should be considered.

3. Project Implementation Information:

Attach documentation as exhibits to this application.

- (a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's **Local Agency Program Manual (Topic No. 525-010-300)**.
- (b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).
- (c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.
- (d) Describe source of matching funds and any restrictions on availability.
- (e) Other specific implementation information that should be considered.

4. Project Cost:

If a more detailed breakdown of cost estimates is being provided, a sample cost estimates sheet is provided for your use.

Sample Construction Cost Estimate

For latest cost information go to:

<http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm>

What is the total estimated cost of the work requested to be funded as a transportation alternative project through this application?

Planning Activities.	\$ _____
Project Development and Environmental Studies.	\$ _____
Engineering and Final Plans Preparation Work.	\$ <u>185,760</u>
Right of Way Acquisition.	\$ _____
Construction.	\$ <u>1,548,000</u>
Construction Engineering and Inspection Activities.	\$ <u>154,800</u>
Other. (Describe)	\$ _____
TOTAL:	\$ <u>1,888,560</u>

How will the project be funded?

FDOT Transportation Alternative Funds \$ 1,888,560 Local \$ 0 = Total \$ 1,888,560

FDOT Transportation Alternative Funds 100 % + Local 0 % = 100%

CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein described is supported by Escambia County BOCC,
(Project Sponsor)

and that said entity will: (1) provide any required funding match; (2) enter into a maintenance agreement with the Florida Department of Transportation; (3) comply with the **Federal Uniform Relocation Assistance and Acquisition Policies Act** for any Right of Way actions required for the project, and (4) support other actions necessary to fully implement the proposed project. I further certify that the estimated costs included herein are reasonable and understand that significant increases in these costs could cause the project to be removed from the Florida Department of Transportation work program.

If project is not located along a state roadway:

Is sponsor or applicant willing to administer project using the Department's Local Agency Program (check one)
Yes No

Status of sponsor/administrator's LAP certification: Currently certified Not certified

Applied for certification & pending review Planning to apply for certification

Other (explain) _____

Is resolution included with application? Yes No

A copy of the adopted resolution showing sponsor's (board or council) approval and support of project should be included with this application.

Board of County Commissioners
Escambia County, Florida

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Signature

Lumon J. May, Chairman
Name (please type or print)

Title

Date

Signature: N/A - See above

This should be executed by person who has signatory authority for sponsor and is authorized to obligate services and funds for that entity (generally chairman of the board or council).

This document approved as to form and legal sufficiency

By: [Signature]
Title: ACA
Date: 4/9/14

2. Project Description

This project will install sidewalks along both sides of Massachusetts Ave in Escambia County. The project length is approximately 1.63 miles and begins at Hollywood Ave and ends at Mobile Hwy, SR-10A. This project will provide a continuation of sidewalks on Massachusetts Ave to the east.

The existing 80 feet of county right-of-way will be adequate to construct this project. No ROW acquisition is expected. The ROW was deeded to Escambia County from FDOT according to Right-Of-Way Map section 48600-2601 for SR-296A in 1975.

No previous work phases have been completed for this project.

3. Project Implementation Information

Escambia County will administer design and construction phases through the Local Agency Program. Professional services and construction contracts will be awarded in accordance with local, state and federal rules.

The Escambia County Board of County Commissioners has issued a resolution of support for this project.

Escambia County will continue to own and will be responsible for maintenance of the completed sidewalks.

Project may be broken out into two segments for funding or constructability purposes. A portion of the project is located within the Palafox Community Redevelopment Area.

Dredge and fill permits will likely be required for an area crossing an unnamed tributary.

**DISTRICT 3 TRANSPORTATION ALTERNATIVE PROGRAM
APPLICATION INFORMATION AND APPLICANT CHECKLIST
(Please provide a copy with application submittal)**

Application Information Massachusetts Ave Sidewalks, Escambia County

Choose one.

- This is a new application.
- This application is an update to a previously submitted application.
- This application is for another phase of a previously submitted application.

Choose applicable Area Type.

- Project is within a Metropolitan Planning Area.
 - If project is within a Metropolitan Planning Area, is application being submitted through the appropriate TPO?
 - Is proposed project included in the appropriate TPO's Transportation Improvement Program (TIP).
 - Has a copy of the TIP been included showing inclusion and priority ranking.
 - Is project being submitted in the TPO's allotted biannual cycle year?
 - Is project being submitted by the TPO's due date?
- Project is not located within a Metropolitan Planning Area.
 - If project is not within a Metropolitan Planning Area is it being submitted directly to the FDOT District 3 Transportation Alternative Program Coordinator?
 - Has the sponsor's priority ranking for previously eligible but unfunded and proposed transportation alternative program projects been included in submittal?
 - Is project being submitted prior to May 1st?

Applicant Checklist

Go to MAP-21 info and websites for latest information, eligible activities, and criteria. TAP guidance may be accessed at: <http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm>

- X Is project title brief, and does it reflect the location of the project and the type of work being requested?
- X Does the project have a qualifying sponsor?
- X Has contact information been entered and an e-mail address supplied for the coordination necessary while processing the application?
Note: If applicant has used an outside source (such as a consultant) to prepare the application, and the consultant's name is used as the contact person, any time they spend coordinating with reviewers may be billed to the applicant (depending upon contract stipulations).
- Has the name of applicant been supplied (if other than project sponsor)?
- X Does the proposed project meet eligibility criteria in FHWA TAP Guidance?
- X Did you provide a brief and concise description of the proposed project with a thorough explanation of proposed project, location, termini, which side of roadway, widths, and lengths (if applicable)?
- X Did you select the types of work activities where funding is being requested?
- X Is a location map (8.5" x 11") provided with identifiable boundaries of the general area and termini clearly noted?
- X Have special characteristics of the project been identified?
 - Have typical section drawings been included where applicable?
- X Has right-of-way ownership been identified and verified that it is in public use?
 - If right-of-way is not in public ownership, is there a long-term lease agreement or a deed restriction currently in place that protects the investment of funds for the expected useful life of the project?
 - If application requires right-of-way acquisition, is amount and other information included?
Note: The status of right-of-way issues may be a consideration in the selection and implementation of transportation alternative program projects.
 - Have previous work phases or work in progress been identified where applicable?

- X Have permits that will be required been identified?
 - Have you noted any prior coordination with permitting agencies?
 - Have you provided specifics of any prior coordination with permitting agencies (if applicable) detailing any problem areas as well as positive feedback?
- X If project is not on a state roadway, did you agree to perform & administer project using the LAP process and identify the status of LAP Certification?
 - Have you included copies of letters of support from public sources?
 - Have you included copies of letters of support from private sources?
- X Is project consistent with appropriate local comprehensive land use and transportation plans?
- X Where applicable (such as bike & pedestrian facilities), did you include a copy of support documentation from the Local Government Comprehensive Plan or Regional Plan showing support for bike/ped facilities?
- X Did you describe the proposed ownership and maintenance responsibilities for the project when it is completed?
- X Did you provide a cost estimate with estimated funds needed for each requested work activity.
Note: If your project is far enough along in the planning stage that you have detailed estimates, please provide them also.
- X Did you include a total amount of funding needed for the project and amounts and percentages to be provided by FDOT, local, and other sources?
- X Has the Certification of project Sponsor been executed by the appropriate person with signatory authority?
Note: Certification of Project Sponsor must be signed by the appropriate person that is authorized to obligate services and funds and has been delegated legal signatory authority for the appropriate applicant/sponsor (generally chairman of the commission or council).
- X Have you included an adopted resolution of support from the project sponsor, which has been signed by the appropriate person with signatory authority?

ENHANCEMENT PROJECTS

TABLE 8: COMMITTED PROJECTS

Project #	Project Name	From	To	Description
4206231	FL SR No. 1 Restoration Bike / Pedestrian Path	Canal leading to Marquis Basin	Approx. 3 mi west of Harold	Bike lane / sidewalks enhancement project East of Milton
4280991	Benny Russell Park Sidewalks	See description		Construct the following: (1) Sidewalks on the west side of West Spencer Field Rd, from Norris Rd to South Spencer Field Rd (2) Construct sidewalks all the way around NAS Spencer Outlying Field on the field side of the road

TABLE 9: FY14-18 ENHANCEMENT PROJECT PRIORITIES

Priority Per Criteria	Project Name	From	To	Description
1	Tiger Point Blvd East (Funded in FY15/16 under project # 4317011)	US98	Pass-through opposite Madura to County Park	A sidewalk 5-foot sidewalk 2,200 feet in length
2	US 98 Navarre Pedestrian Overpass	Pedestrian Overpass to be constructed over US98 between Presidio Street and Luneta Street		
3	Michigan Avenue/ Sausley Field Rd Sidewalks	Denver Avenue	NAS Sausley Field	Project will provide a complete pedestrian facility, 5-foot sidewalks on both sides, by connecting existing sidewalks within the corridor. Distance is approximately 1.87 miles.
4	Bagdad Heritage Trail Connector Sidewalk	Design and construction of a 6ft wide sidewalk on north side of Old Highway 90 from Blackwater Heritage Trail to Henry Street		
5	Henry Street Sidewalk	Old Bagdad Hwy	Canal St	Design to extend sidewalk from Old Bagdad Hwy to Canal St.
6	King Middle School Sidewalk Connection	Project is located between SR87 (Stewart St) and SR89 (Dogwood Dr) with 5,945 feet of sidewalk installation. On the east side of Byrom St, north of Magnolia St, 2,640 feet of sidewalk will connect Magnolia St and Rosasco St. The 505 foot, north side of the King St sidewalk will connect SR87 (Stewart St) to Byrom St. Rosasco St is a connector between SR87 (Stewart St) and SR89 (Dogwood Dr). A 2,800 foot sidewalk will be located on the north side of Rosasco St.		
7	Hamilton Bridge Rd Sidewalk	East Spencer Field Rd	Crystal Creek subdivision	Design and construction of 5,500 feet of sidewalk on the north side of Hamilton Bridge Rd. from East Spencer Field to Crystal Creek subdivision.
8	Pace Lane Sidewalks	Skipper Lane	Highway 90	Design and construction of a 6ft wide sidewalk on west side of Pace Ln from Skipper Ln to Highway 90
9	Pace Lane Sidewalks	Skipper Lane	Mathew Road	Design of a 6ft sidewalk from Skipper Ln to Matthew Rd
10	Old Bagdad Highway Sidewalks	Design and construction of a sidewalk on the north side of Old Bagdad Highway from Avalon Blvd to entrance to Optimist Park and sidewalk on east side of Parkmore Plaza from Old Bagdad Hwy to Highway 90		
11	Massachusetts Avenue Sidewalks	Hollywood Ave	Mobile Hwy	Approx. 1.6 mile sidewalk project that will connect to existing sidewalks in addition to the CRA's plans of implementing sidewalks to the east

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT 3 APPLICATION
TRANSPORTATION ALTERNATIVE PROGRAM PROJECTS

Date: March 24, 2014 **TPO (If Applicable):** Florida-Alabama TPO

Project Title: Chemstrand Rd (CR-749) Sidewalks

Project Sponsor Escambia County Board of County Commissioners

According to 23 USC 213(c)(4)(B) a project sponsor may be a local government; regional transportation authority; transit agency; natural resource or public land agency; school district, local education agency, or school; tribal government; or other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than a metropolitan planning organization or a state agency) that the State determines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.

Contact Thomas Brown, Jr **Title** Transportation Planner

Address 3363 West Park PL, Pensacola, FL 32505

Phone 850-595-3404 **Fax** 850-595-3405

e-mail address: thomas_brown@co.escambia.fl.us

Priority (relative to other applications submitted by the Project Sponsor). _____

Name of Applicant (If other than Project Sponsor): _____

1. Qualifying Transportation Alternatives Activities:

Check the Transportation Alternatives Program (TAP) activity that the proposed project will address. **(NOTE: Checking all activities possible does not ensure or increase eligibility. Each activity checked must meet all criteria required by FHWA.**

For more information from FHWA go to: <http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm>

- _____ Construction, Planning, and Design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990
- X Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs
- _____ Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users
- _____ Construction of turnouts, overlooks, and viewing areas
- _____ Community improvement activities, including:
- o Inventory, control, or removal of outdoor advertising;
 - o Historic preservation and rehabilitation of historic transportation facilities;
 - o Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
 - o Archaeological activities relating to impacts from implementation of a transportation project eligible under 23 USC.

_____ Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:

- Address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff including activities described in 23 USC 133(b)(11), 328(a) and 329; or
- Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

_____ The Recreational Trails Program under 23 USC 206 – Contact Alexandra Weiss at Department Of Environmental Protection, Office of Greenways and Trails (850) 245-2052, toll-free at 1-877-822-5208, or email Alexandra.Weiss@dep.state.fl.us

_____ Safe Routes to School Projects – A separate application (FDOT Form # 500-000-30) must be submitted. This form may be accessed at:

<http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5>

Contact Alicia Brininger at (850) 330-1550 for further information.

_____ Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

2. Project Description:

Use additional sheets as necessary to respond to the following:

- (a) Provide a clear and concise detailed description of the Transportation Alternatives project. For sidewalks and multi-use paths, include the preferred width and construction material, (i.e. concrete or asphalt surface). If the project is located parallel to a roadway include which side of roadway is proposed for the construction, and note any unique or special features that may be necessary which have been identified (such as boardwalks, bridges, drainage, guardrail, etc.).

- (b) What type of work is being proposed? (Check all that apply)

_____ Planning Activities

_____ Project Development and Environmental Studies

_____ Engineering and Final Plans Preparation Work

_____ Right of Way Acquisition

 X Construction

 X Construction Engineering and Inspection Activities

- (c) Where is the project located (and what is the project length and termini, if appropriate)? Include location map.
- (d) Summarize any special characteristics of project. Provide typical section drawings for appropriate projects.
- (e) Describe the project's existing right of way ownerships. This description shall identify when the right of way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys).
- (f) Describe any proposed right of way acquisition, including expected matching fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right of way.
- (g) Describe any related project work phases that are already complete or currently underway.
- (h) Other specific project information that should be considered.

3. Project Implementation Information:

Attach documentation as exhibits to this application.

- (a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's **Local Agency Program Manual (Topic No. 525-010-300)**.
- (b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).
- (c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.
- (d) Describe source of matching funds and any restrictions on availability.
- (e) Other specific implementation information that should be considered.

4. Project Cost:

If a more detailed breakdown of cost estimates is being provided, a sample cost estimates sheet is provided for your use.

Sample Construction Cost Estimate

For latest cost information go to:

<http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm>

What is the total estimated cost of the work requested to be funded as a transportation alternative project through this application?

Planning Activities.	\$ _____
Project Development and Environmental Studies.	\$ _____
Engineering and Final Plans Preparation Work.	\$ <u>89,000</u> Completed by County
Right of Way Acquisition.	\$ _____
Construction.	\$ <u>800,000</u>
Construction Engineering and Inspection Activities.	\$ <u>80,000</u>
Other. (Describe)	\$ _____
TOTAL:	\$ <u>969,000</u>

How will the project be funded?

FDOT Transportation Alternative Funds \$ 880,000 + Local \$ 89,000 = Total \$ 969,000

FDOT Transportation Alternative Funds 91 % + Local 9 % = 100%

CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein described is supported by Escambia County BOCC,
(Project Sponsor)

and that said entity will: (1) provide any required funding match; (2) enter into a maintenance agreement with the Florida Department of Transportation; (3) comply with the **Federal Uniform Relocation Assistance and Acquisition Policies Act** for any Right of Way actions required for the project, and (4) support other actions necessary to fully implement the proposed project. I further certify that the estimated costs included herein are reasonable and understand that significant increases in these costs could cause the project to be removed from the Florida Department of Transportation work program.

If project is not located along a state roadway:

Is sponsor or applicant willing to administer project using the Department's Local Agency Program (check one)
Yes X No _____

Status of sponsor/administrator's LAP certification: Currently certified X Not certified _____

Applied for certification & pending review _____ Planning to apply for certification _____

Other (explain) _____

Is resolution included with application? Yes X No _____

A copy of the adopted resolution showing sponsor's (board or council) approval and support of project should be included with this application.

Board of County Commissioners
Escambia County, Florida

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Signature

Lumon J. May, Chairman
Name (please type or print)

Title

Date

Signature: N/A - See above

This should be executed by person who has signatory authority for sponsor and is authorized to obligate services and funds for that entity (generally chairman of the board or council).

Approved as to form and legal sufficiency

By/Title: [Signature]
Date: [Signature]

2. Project Description

This project will install sidewalks along both sides of Chemstrand Rd in Escambia County. The project length is approximately 1.0 miles and begins at Nine Mile Rd (SR-10) and ends at Ten Mile Rd. This project will provide a connection to sidewalks on Nine Mile Rd and Ten Mile Rd.

Escambia County has funded the design of this project and will be completed in 2014. The design includes bike lanes, curb & gutter and sidewalks.

The existing 100 feet of county right-of-way will be adequate to construct this project. No ROW acquisition is expected. The ROW was deeded to Escambia County from FDOT according to Right-Of-Way Map section 4862-150 for CR-749 in 1953.

3. Project Implementation Information

Escambia County will administer construction and construction engineering and inspection activities phases through the Local Agency Program. Professional services and construction contracts will be awarded in accordance with local, state and federal rules.

The Escambia County Board of County Commissioners has issued a resolution of support for this project.

Escambia County will continue to own and will be responsible for maintenance of the completed sidewalks.

No environmental documents are anticipated with this project.

**DISTRICT 3 TRANSPORTATION ALTERNATIVE PROGRAM
APPLICATION INFORMATION AND APPLICANT CHECKLIST
(Please provide a copy with application submittal)**

Application Information Chemstrand Road Sidewalks, Escambia County

Choose one.

- This is a new application.
- This application is an update to a previously submitted application.
- This application is for another phase of a previously submitted application.

Choose applicable Area Type.

- Project is within a Metropolitan Planning Area.
 - If project is within a Metropolitan Planning Area, is application being submitted through the appropriate TPO?
 - Is proposed project included in the appropriate TPO's Transportation Improvement Program (TIP).
 - Has a copy of the TIP been included showing inclusion and priority ranking.
 - Is project being submitted in the TPO's allotted biannual cycle year?
 - Is project being submitted by the TPO's due date?
- Project is not located within a Metropolitan Planning Area.
 - If project is not within a Metropolitan Planning Area is it being submitted directly to the FDOT District 3 Transportation Alternative Program Coordinator?
 - Has the sponsor's priority ranking for previously eligible but unfunded and proposed transportation alternative program projects been included in submittal?
 - Is project being submitted prior to May 1st?

Applicant Checklist

Go to MAP-21 info and websites for latest information, eligible activities, and criteria. TAP guidance may be accessed at: <http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm>

- X Is project title brief, and does it reflect the location of the project and the type of work being requested?
- X Does the project have a qualifying sponsor?
- X Has contact information been entered and an e-mail address supplied for the coordination necessary while processing the application?
Note: If applicant has used an outside source (such as a consultant) to prepare the application, and the consultant's name is used as the contact person, any time they spend coordinating with reviewers may be billed to the applicant (depending upon contract stipulations).
 - Has the name of applicant been supplied (if other than project sponsor)?
- X Does the proposed project meet eligibility criteria in FHWA TAP Guidance?
- X Did you provide a brief and concise description of the proposed project with a thorough explanation of proposed project, location, termini, which side of roadway, widths, and lengths (if applicable)?
- X Did you select the types of work activities where funding is being requested?
- X Is a location map (8.5" x 11") provided with identifiable boundaries of the general area and termini clearly noted?
- X Have special characteristics of the project been identified?
- X Have typical section drawings been included where applicable?
- X Has right-of-way ownership been identified and verified that it is in public use?
 - If right-of-way is not in public ownership, is there a long-term lease agreement or a deed restriction currently in place that protects the investment of funds for the expected useful life of the project?
 - If application requires right-of-way acquisition, is amount and other information included?
Note: The status of right-of-way issues may be a consideration in the selection and implementation of transportation alternative program projects.
- X Have previous work phases or work in progress been identified where applicable?

- X Have permits that will be required been identified?
 - Have you noted any prior coordination with permitting agencies?
 - Have you provided specifics of any prior coordination with permitting agencies (if applicable) detailing any problem areas as well as positive feedback?
- X If project is not on a state roadway, did you agree to perform & administer project using the LAP process and identify the status of LAP Certification?
 - Have you included copies of letters of support from public sources?
 - Have you included copies of letters of support from private sources?
- X Is project consistent with appropriate local comprehensive land use and transportation plans?
- X Where applicable (such as bike & pedestrian facilities), did you include a copy of support documentation from the Local Government Comprehensive Plan or Regional Plan showing support for bike/ped facilities?
- X Did you describe the proposed ownership and maintenance responsibilities for the project when it is completed?
- X Did you provide a cost estimate with estimated funds needed for each requested work activity.
Note: If your project is far enough along in the planning stage that you have detailed estimates, please provide them also.
- X Did you include a total amount of funding needed for the project and amounts and percentages to be provided by FDOT, local, and other sources?
- X Has the Certification of project Sponsor been executed by the appropriate person with signatory authority?
Note: Certification of Project Sponsor must be signed by the appropriate person that is authorized to obligate services and funds and has been delegated legal signatory authority for the appropriate applicant/sponsor (generally chairman of the commission or council).
- X Have you included an adopted resolution of support from the project sponsor, which has been signed by the appropriate person with signatory authority?

ORIGINATOR (DP)	DATE	ORIGINATOR (DP)	Checked (Blue Highlight) Change (Red Pen)	DATE	VERIFICATION, CHECKER (SH)	(Blue Highlight)	DATE
PRODUCTION CHECKING COMPLETE, READY FOR SUBMITTAL REVIEW (PP)		CHECKER (DP)	(Red Pen X-Out to Disagree or Remove)	DATE	REMARK INCORPORATION	(Blue Highlight)	DATE
SIGNATURE:		CHANGE INCORPORATION	(Blue Highlight)	DATE	ORIGINATOR VERIFICATION	Checked (Pink Highlight)	DATE

ITEM	DESCRIPTION	QTY	UNIT
1	Medicization / Demolition	1	LS
2	Traffic / Site Control / MOT Plan	1	LS
3	Erosion Control (Pier, Silt Fence, Haystack, Construction Entrance, etc.)	1	LS
4	Relocate existing streetlights	32	EA
5	Relocate Traffic Signs	14	EA
6	Remove Birch Mulches, Place at Edge of Property Line 3' Inward with FDOT Approved Heavy Duty Mulch w/ Near Drive and Road	2	EA
7	Sawcut Existing Concrete	150	LF
8	Clearing & Grubbing per County Spec 2230	4	AC
9	Sawcut & Remove Existing Asphalt	2392	SY
10	Old & Patch Asphalt Roadway (Full Depth Asphalt)	106	SY
11	Old & Patch Asphalt Roadway (1" GAB)	435	SY
12	Provide Fill Along Road Shoulder	6922	CV
13	Re-surface Grade on Ditch, County Spec 2000	21156	SY
14	Final Grading & Soil Paving Prior to Paving	3243	SY
15	6" Fiber Reinforced Concrete Sidewalk	7350	LF
16	Construct Curb Ramp, FDOT Item 304	16	EA
17	4" Fiber Reinforced Concrete Curb	71	EA
18	4" Fiber Reinforced Concrete Driveway	1889	SY
19	FDOT Closed Frame Joint w/ Guardrail	4	EA
20	Mill Existing Asphalt 1.5"	11728	SY
21	Regrade Existing Fire Hydrant & Valve	6	EA
22	12" Stabilized Subgrade, County Spec 2200	2164	SY
23	6" Graded Aggregate Base, County Spec 2400	3543	SY
24	1.5" 1/2" County Spec 2500 Type 12.5 Asphalt Concrete Surface	18214	SY
25	FDOT Type F Curb & Gutter	7265	LF
26	String	1	LS
27	Uncurable Manhole	1000	CV
28	Type C Ditch Bottom Inlet	17	EA
29	Type D Ditch Bottom Inlet	13	EA
30	Storm Manhole	6	EA
31	Depthouse Manhole	4	EA
32	Inlet Riser	3	EA
33	Concret Inlet to Manhole	1	EA
34	Tie to Existing Inlet, Pipes, Manholes	12	EA
35	18" RCP	285	LF
36	24" RCP	1231	LF
37	36" RCP	87	LF
38	48" RCP	2810	LF
39	24" RCP	301	LF
40	30" RCP	1093	LF
41	30" RCP	55	LF
42	Cartilage Soil	12700	SY
43	Landscaping	1	LS

60% SUBMITTAL
 PLOT DATE: 7/2/13

		CHEMSTRAND ROAD SIDEWALK SUMMARY OF PAY ITEMS	
DAWD W. FITZPATRICK, P.E., P.A. ENGINE CERTIFICATE OF AUTHORIZATION NO. 00059423 10250 N PALMVIEW STREET MIAMI, FL 33158 PHONE: (305) 476-8877 FAX: (305) 476-2301 EMAIL: info@dwdw.com			
DRAWN BY: DWF/ACT DATE: SEPTEMBER 2012	CHECKED BY: D. FITZPATRICK PROJECT NUMBER: ELEANORHURST	DESIGNED BY: D. FITZPATRICK SHEET NO.: 3	SCALE: AS SHOWN
NUMBER: 12-110 TITLE: ROAD 12EN1915 DRAWN: 12-15-95	SHEET: C3 OF C38		



Chemstrand Rd Sidewalks

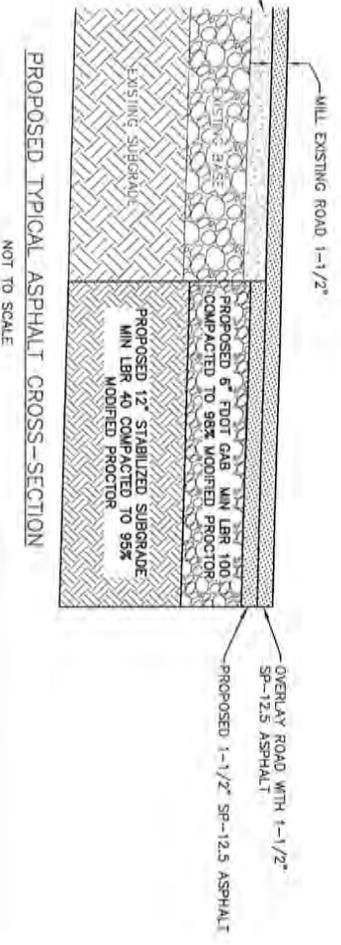
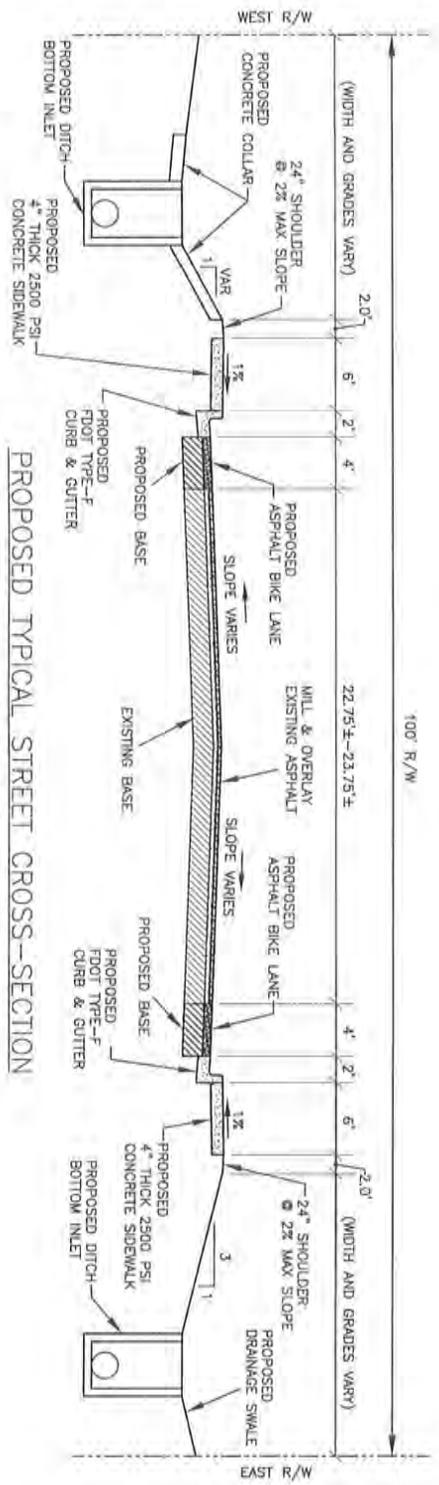
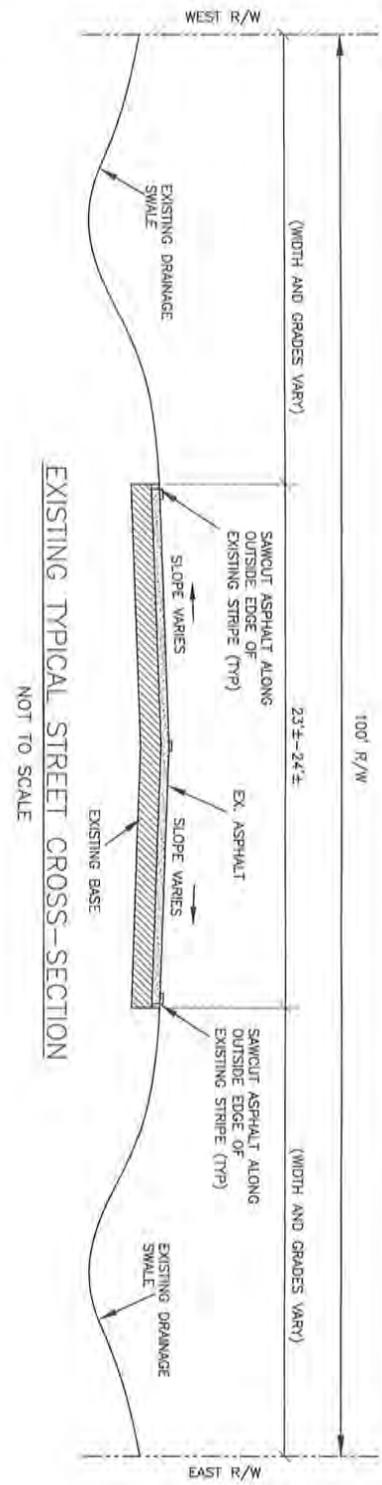


Printed: Mar 24, 2014

Table 6 Tier IV Priorities

Segment ID	Road Name	Road Name (Local)	From	To	County	Mode	Existing Modal LOS	Recommended Facility Type	Total Cost	Benefit-Cost Index	Rank
17.0	CR 182	Barnabas Avenue	Gedlin Street	Pace Boulevard	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$439,780	0.07	1016
18.0	CR 184	Quineta Road	Myrtle Lane	Escambia County Line	Santa Rosa	Pedestrian	E	Add Sidewalk (Major Regrading)	\$1,452,528	0.02	1659
21.0	CR 184A	Berryhill Road	CR 187	SR 89	Santa Rosa	Pedestrian	E	Add Sidewalk (Major Regrading)	\$2,741,341	0.02	1609
22.1	CR 1859	Longleaf Drive/Kemp Road/Diamond Dairy Road	Longleaf Dr.	Pensacola Boulevard	Escambia	Bicycle	D	Add Paved Shoulders (Minor Regrading)	\$250,196	0.07	1028
23.0	CR 197A	Woodbine Road	US 90/SR 10	CR 187/Chumuckla Highway	Santa Rosa	Pedestrian	F	Add Sidewalk (Major Regrading)	\$1,265,750	0.03	1349
24.0	CR 197	Chumuckla Highway	Quineta Road	Luther Fowler Road	Santa Rosa	Bicycle	D	Add Paved Shoulders (Major Regrading)	\$298,641	0.06	1088
26.0	CR 197	Reddicktown Road	Diamond Road	US 90	Santa Rosa	Pedestrian	D	Add Sidewalk (Major Regrading)	\$219,447	0.03	1189
27.0	CR 197	Chumuckla Highway	US 90/SR 10	CR 184/Quineta Road	Santa Rosa	Pedestrian	E	Add Sidewalk (Major Regrading)	\$1,184,315	0.02	1539
28.0	CR 197A	Bell Lane	CR 187B	US 90/SR 10	Santa Rosa	Bicycle	D	Add Paved Shoulders (Minor Regrading)	\$317,068	0.06	1058
29.1	CR 293	Basar Road	Wesdon Rd	US 90	Escambia	Pedestrian	E	Add Sidewalk (Major Regrading)	\$1,255,588	0.02	1399
31.0	SR 297	Pine Forest Road	Innoble Highway/US 90/SR 10A	Blue Angel Parkway/SR 173	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$430,323	0.08	948
36.1	SR 297	Pine Forest Road	Blue Angel Parkway/SR 173	I-10/SR 8	Escambia	Pedestrian	E	Add Sidewalk (Major Regrading)	\$693,853	0.03	1239
40.0	CR 297	Dog Track Road	Blue Angel Parkway	Sorrento Road	Escambia	Pedestrian	D	Add Sidewalk (Major Regrading)	\$411,027	0.02	1429
42.0	CR 297	Gulf Beach Highway	Sorrento Road	Blue Angel Parkway	Escambia	Pedestrian	D	Add Sidewalk (Major Regrading)	\$661,823	0.03	1379
44.0	CR 298A	Jackson St	Fairfield Drive	New Warrington Road	Escambia	Bicycle	D	Add Paved Shoulders (Minor Regrading)	\$384,775	0.06	969
47.0	CR 399	Fort Pickens Road	Fort Pickens	La Canby Drive	Escambia	Pedestrian	E	Add Sidewalk (Detailed Study Needed)	\$1,352,443	0.02	1519
48.0	CR 399	Via De Luna	Penacola Beach Boulevard	Avenida 10	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$283,728	0.07	1008
50.0	CR 399	East Bay Boulevard	US 90	SR 87	Santa Rosa	Pedestrian	E	Add Sidewalk (Major Regrading)	\$2,999,104	0.02	1709
52.0	CR 399	Penacola Beach Boulevard	N End of Bob Sikes Bridge (Escambia County Line)	SR 30 (US 90)	Santa Rosa	Pedestrian	D	Add Sidewalk (Detailed Study Needed)	\$728,238	0.03	1319
57.0	CR 453	W Street	Cervantes Street	Fairfield Drive	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$747,154	0.07	1058
66.0	CR 453	W Street	Beverly Parkway	Penacola Boulevard	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$789,713	0.07	988
69.0	CR 749	Chenestrand Road	Nine Mile Road	Old Chenestrand Road	Escambia	Pedestrian	F	Add Sidewalk (Major Regrading)	\$1,386,345	0.03	1359
69.0	CR 89	West Esler Road	I-10	US 90	Santa Rosa	Pedestrian	D	Add Sidewalk (Major Regrading)	\$895,725	0.02	1659
66.0	CR 85A	Old Palatka Highway	Penacola Boulevard	Nine Mile Road	Escambia	Bicycle	E	Add Paved Shoulders (Minor Regrading)	\$764,182	0.06	978
67.0	CR 85A	Old Palatka Highway	Nine Mile Road	Old Chenestrand Road	Escambia	Pedestrian	E	Add Sidewalk (Major Regrading)	\$1,205,215	0.02	1419
72.0	SR 195	Bayfront Parkway	S Terrazona	Chase Street	Escambia	Bicycle	D	Detailed Corridor Study Needed	\$472,882	0.07	1048
78.0	SR 10 A (US 98)	Cervantes Street	Kirk Street	Pace Boulevard/SR 292	Escambia	Bicycle	D	Detailed Corridor Study Needed	\$487,797	0.08	1108
80.0	SR 10A (US 98)	Cervantes Street	Pace Boulevard/SR 292	Palatka Street/SR 95/US 29	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$680,850	0.06	1058
81.1	SR 10A (US 98)	Cervantes Street	Hayne St	North 15th Avenue	Escambia	Bicycle	D	Detailed Corridor Study Needed	\$435,051	0.07	988
84.0	SR 10A(US 98)	Scenic Highway	Strong Street	Hyde Park Road	Escambia	Bicycle	D	Detailed Corridor Study Needed	\$482,340	0.07	988
86.0	SR 10A(US 98)	Scenic Highway	Summit Boulevard	I-10/SR 8	Escambia	Pedestrian	E	Add Sidewalk (Major Regrading)	\$1,375,866	0.03	1259
88.0	SR 10 (US 90)	Scenic Highway	Escambia County Line	Floridianon Rd	Santa Rosa	Pedestrian	F	Add Sidewalk (Major Regrading)	\$1,459,494	0.03	1229
91.0	SR 10 (US 90)	Nine Mile Road	SR 87/Stewart Street	Willie St	Santa Rosa	Bicycle	D	Detailed Corridor Study Needed	\$238,883	0.06	908
96.0	SR 10 (US 90A)	Nine Mile Road	SR 10A/Mobile Highway	F.,-A., Unimazed Boundary (west of Beach Road)	Escambia	Pedestrian	D	Add Sidewalk (Major Regrading)	\$588,874	0.02	1489
96.0	SR 10 (US 90A)	Nine Mile Road	University Parkway	Davis Highway/SR 291	Escambia	Pedestrian	D	Add Sidewalk (Detailed Study Needed)	\$1,002,510	0.02	1559
101.0	SR 173	Blue Angel Parkway	Gulf Beach Highway/CR 232A	Sorrento Road/SR 292	Escambia	Pedestrian	D	Add Sidewalk (Major Regrading)	\$564,291	0.03	1339
102.0	SR 173	Blue Angel Parkway	Sorrento Road/SR 292	Lillian Highway/SR 298	Escambia	Pedestrian	F	Add Sidewalk (Major Regrading)	\$1,671,274	0.02	1409
104.0	SR 173	Blue Angel Parkway	Sawley Field Road/CR 298	Millview Rd	Escambia	Pedestrian	E	Add Sidewalk (Detailed Study Needed)	\$1,551,053	0.02	1569

PHASE REVIEW	DESIGNATOR (DP)	DATE	DESIGNATOR (DP)	Checked (Blue Highlight) / Change (Red Pen)	DATE	VERIFICATION CHECKER (OK)	(Blue Highlight)	DATE
SIGNATURE:	PRODUCTION CHECKING COMPLETE, READY FOR SUBMITTAL REVIEW (DP)		CHECKER (DP)	(Red Pen X-Out to Designer or Remark)	DATE	REMARK INCORPORATION	(Blue Highlight)	DATE
			CHANGE INCORPORATION	(Blue Highlight)	DATE	ORIGINATOR WORKSHEET	Checked (Pink Highlight)	DATE



60% SUBMITTAL
PLOT DATE: 7/2/13

DATE	12-11-10
DESIGN	12/21/10
REVISION	12-15-10
DATE	08 - C38

DAVID W. FITZPATRICK, P.E., P.A.
 FIVE CERTIFICATE OF AUTHORIZATION NO. 10056623
 10250 N PALMER STREET
 FORT COLLINS, CO 80526

PHONE: (850) 478-8077 FAX: (850) 478-7708
 TOLL FREE: 1-800-478-8077
 E-MAIL: DW@FITZPATRICK.COM WWW: WWW.FITZPATRICK.COM

DATE: SEPTEMBER 2013
 PROJECT: CHEMSTRAND ROAD SIDEWALK

CHEMSTRAND ROAD SIDEWALK

TYPICAL SECTIONS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT 3 APPLICATION
TRANSPORTATION ALTERNATIVE PROGRAM PROJECTS

Date: March 24, 2014 TPO (If Applicable): Florida-Alabama TPO

Project Title: 'W' Street (CR-453) Sidewalks and ADA Upgrades

Project Sponsor Escambia County Board of County Commissioners

According to 23 USC 213(c)(4)(B) a project sponsor may be a local government; regional transportation authority; transit agency; natural resource or public land agency; school district, local education agency, or school; tribal government; or other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than a metropolitan planning organization or a state agency) that the State determines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.

Contact Thomas Brown, Jr Title Transportation Planner

Address 3363 West Park PL, Pensacola, FL 32505

Phone 850-595-3404 Fax 850-595-3405

e-mail address: thomas_brown@co.escambia.fl.us

Priority (relative to other applications submitted by the Project Sponsor). _____

Name of Applicant (If other than Project Sponsor): _____

1. Qualifying Transportation Alternatives Activities:

Check the Transportation Alternatives Program (TAP) activity that the proposed project will address. **(NOTE: Checking all activities possible does not ensure or increase eligibility. Each activity checked must meet all criteria required by FHWA.**

For more information from FHWA go to: <http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm>

Construction, Planning, and Design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990

Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs

Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users

Construction of turnouts, overlooks, and viewing areas

Community improvement activities, including:

- Inventory, control, or removal of outdoor advertising;
- Historic preservation and rehabilitation of historic transportation facilities;
- Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
- Archaeological activities relating to impacts from implementation of a transportation project eligible under 23 USC.

Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:

- Address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff including activities described in 23 USC 133(b)(11), 328(a) and 329; or
- Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

The Recreational Trails Program under 23 USC 206 – Contact Alexandra Weiss at Department Of Environmental Protection, Office of Greenways and Trails (850) 245-2052, toll-free at 1-877-822-5208, or email Alexandra.Weiss@dep.state.fl.us

Safe Routes to School Projects – A separate application (FDOT Form # 500-000-30) must be submitted. This form may be accessed at:

<http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5>

Contact Alicia Brininger at (850) 330-1550 for further information.

Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

2. Project Description:

Use additional sheets as necessary to respond to the following:

- (a) Provide a clear and concise detailed description of the Transportation Alternatives project. For sidewalks and multi-use paths, include the preferred width and construction material, (i.e. concrete or asphalt surface). If the project is located parallel to a roadway include which side of roadway is proposed for the construction, and note any unique or special features that may be necessary which have been identified (such as boardwalks, bridges, drainage, guardrail, etc.).

- (b) What type of work is being proposed? (Check all that apply)

- | | |
|-------------------------------------|--|
| <input type="checkbox"/> | Planning Activities |
| <input type="checkbox"/> | Project Development and Environmental Studies |
| <input checked="" type="checkbox"/> | Engineering and Final Plans Preparation Work |
| <input type="checkbox"/> | Right of Way Acquisition |
| <input checked="" type="checkbox"/> | Construction |
| <input checked="" type="checkbox"/> | Construction Engineering and Inspection Activities |

- (c) Where is the project located (and what is the project length and termini, if appropriate)? Include location map.
- (d) Summarize any special characteristics of project. Provide typical section drawings for appropriate projects.
- (e) Describe the project's existing right of way ownerships. This description shall identify when the right of way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys).
- (f) Describe any proposed right of way acquisition, including expected matching fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right of way.
- (g) Describe any related project work phases that are already complete or currently underway.
- (h) Other specific project information that should be considered.

3. Project Implementation Information:

Attach documentation as exhibits to this application.

- (a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's **Local Agency Program Manual (Topic No. 525-010-300)**.
- (b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).
- (c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.
- (d) Describe source of matching funds and any restrictions on availability.
- (e) Other specific implementation information that should be considered.

4. Project Cost:

If a more detailed breakdown of cost estimates is being provided, a sample cost estimates sheet is provided for your use.

Sample Construction Cost Estimate

For latest cost information go to:

<http://www.dot.state.fl.us/specificationoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm>

What is the total estimated cost of the work requested to be funded as a transportation alternative project through this application?

Planning Activities.	\$ _____
Project Development and Environmental Studies.	\$ _____
Engineering and Final Plans Preparation Work.	\$ <u>36,341</u>
Right of Way Acquisition.	\$ _____
Construction.	\$ <u>302,840</u>
Construction Engineering and Inspection Activities.	\$ <u>30,284</u>
Other. (Describe)	\$ _____
TOTAL:	\$ <u>369,465</u>

How will the project be funded?

FDOT Transportation Alternative Funds \$369,465 + Local \$ 0 = Total \$ 369,465

FDOT Transportation Alternative Funds 100 % + Local 0 % = 100%

CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein described is supported by Escambia County BOCC,
(Project Sponsor)

and that said entity will: (1) provide any required funding match; (2) enter into a maintenance agreement with the Florida Department of Transportation; (3) comply with the **Federal Uniform Relocation Assistance and Acquisition Policies Act** for any Right of Way actions required for the project, and (4) support other actions necessary to fully implement the proposed project. I further certify that the estimated costs included herein are reasonable and understand that significant increases in these costs could cause the project to be removed from the Florida Department of Transportation work program.

If project is not located along a state roadway:

Is sponsor or applicant willing to administer project using the Department's Local Agency Program (check one)
Yes No

Status of sponsor/administrator's LAP certification: Currently certified Not certified

Applied for certification & pending review Planning to apply for certification

Other (explain) _____

Is resolution included with application? Yes No

A copy of the adopted resolution showing sponsor's (board or council) approval and support of project should be included with this application.
Board of County Commissioners
Escambia County, Florida

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Signature

Lumon J. May, Chairman

Name (please type or print)

Title

Date

Signature: N/A - See above

This should be executed by person who has signatory authority for sponsor and is authorized to obligate services and funds for that entity (generally chairman of the board or council).

Approved as to form and legal
sufficiency

By/Title: [Signature]
Date: 7/27/14

2. Project Description

This project will install sidewalks along both sides of 'W' Street in Escambia County. The project will fill sidewalk gaps in two areas. The first area begins at Fairfield Dr (SR-298) and ends at Scott St a distance of 0.41 miles. The second area begins at Buddy's Ln and ends at Navy Blvd (SR-30) a distance of 0.33 miles. The third element to this project is updating the existing curb ramps to ADA standards. This project will provide a complete sidewalk system along this arterial road. The entire project length is approximately 2.18 miles.

The existing 80 feet of county right-of-way will be adequate to construct this project. No ROW acquisition is expected. The ROW was deeded to Escambia County from FDOT according to Right-Of-Way Map section 48511-2601 CR-453.

3. Project Implementation Information

Escambia County will administer design, construction and construction engineering and inspection phases through the Local Agency Program. Professional services and construction contracts will be awarded in accordance with local, state and federal rules.

The Escambia County Board of County Commissioners has issued a resolution of support for this project.

Escambia County will continue to own and will be responsible for maintenance of the completed sidewalks.

No environmental documents are anticipated with this project.

**DISTRICT 3 TRANSPORTATION ALTERNATIVE PROGRAM
APPLICATION INFORMATION AND APPLICANT CHECKLIST
(Please provide a copy with application submittal)**

Application Information 'W' Street Sidewalks & ADA Upgrades

Choose one.

- This is a new application.
- This application is an update to a previously submitted application.
- This application is for another phase of a previously submitted application.

Choose applicable Area Type.

- Project is within a Metropolitan Planning Area.
 - If project is within a Metropolitan Planning Area, is application being submitted through the appropriate TPO?
 - Is proposed project included in the appropriate TPO's Transportation Improvement Program (TIP).
 - Has a copy of the TIP been included showing inclusion and priority ranking.
 - Is project being submitted in the TPO's allotted biannual cycle year?
 - Is project being submitted by the TPO's due date?
- Project is not located within a Metropolitan Planning Area.
 - If project is not within a Metropolitan Planning Area is it being submitted directly to the FDOT District 3 Transportation Alternative Program Coordinator?
 - Has the sponsor's priority ranking for previously eligible but unfunded and proposed transportation alternative program projects been included in submittal?
 - Is project being submitted prior to May 1st?

Applicant Checklist

Go to MAP-21 info and websites for latest information, eligible activities, and criteria. TAP guidance may be accessed at: <http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm>

- X Is project title brief, and does it reflect the location of the project and the type of work being requested?
- X Does the project have a qualifying sponsor?
- X Has contact information been entered and an e-mail address supplied for the coordination necessary while processing the application?
Note: If applicant has used an outside source (such as a consultant) to prepare the application, and the consultant's name is used as the contact person, any time they spend coordinating with reviewers may be billed to the applicant (depending upon contract stipulations).
 - Has the name of applicant been supplied (if other than project sponsor)?
- X Does the proposed project meet eligibility criteria in FHWA TAP Guidance?
- X Did you provide a brief and concise description of the proposed project with a thorough explanation of proposed project, location, termini, which side of roadway, widths, and lengths (if applicable)?
- X Did you select the types of work activities where funding is being requested?
- X Is a location map (8.5" x 11") provided with identifiable boundaries of the general area and termini clearly noted?
- X Have special characteristics of the project been identified?
 - Have typical section drawings been included where applicable?
- X Has right-of-way ownership been identified and verified that it is in public use?
 - If right-of-way is not in public ownership, is there a long-term lease agreement or a deed restriction currently in place that protects the investment of funds for the expected useful life of the project?
 - If application requires right-of-way acquisition, is amount and other information included?
Note: The status of right-of-way issues may be a consideration in the selection and implementation of transportation alternative program projects.
 - Have previous work phases or work in progress been identified where applicable?

- Have permits that will be required been identified?
- Have you noted any prior coordination with permitting agencies?
- Have you provided specifics of any prior coordination with permitting agencies (if applicable) detailing any problem areas as well as positive feedback?
- X If project is not on a state roadway, did you agree to perform & administer project using the LAP process and identify the status of LAP Certification?
- Have you included copies of letters of support from public sources?
- Have you included copies of letters of support from private sources?
- X Is project consistent with appropriate local comprehensive land use and transportation plans?
- X Where applicable (such as bike & pedestrian facilities), did you include a copy of support documentation from the Local Government Comprehensive Plan or Regional Plan showing support for bike/ped facilities?
- X Did you describe the proposed ownership and maintenance responsibilities for the project when it is completed?
- X Did you provide a cost estimate with estimated funds needed for each requested work activity.
Note: If your project is far enough along in the planning stage that you have detailed estimates, please provide them also.
- X Did you include a total amount of funding needed for the project and amounts and percentages to be provided by FDOT, local, and other sources?
- X Has the Certification of project Sponsor been executed by the appropriate person with signatory authority?
Note: Certification of Project Sponsor must be signed by the appropriate person that is authorized to obligate services and funds and has been delegated legal signatory authority for the appropriate applicant/sponsor (generally chairman of the commission or council).
- X Have you included an adopted resolution of support from the project sponsor, which has been signed by the appropriate person with signatory authority?

Table 3 Tier I Priorities

Segment ID	Road Name	Road Name (Local)	From	To	County	Mode	Existing Modal LOS	Recommended Facility Type	Total Cost	Benefit-Cost Index	Rank
2.0	12th Avenue		Fairfield Drive	Bayou Boulevard	Escambia	Bicycle	D	Restripe Candidate	\$16,140	2.41	3B
	12th Avenue		Fairfield Drive	Bayou Boulevard	Escambia	Pedestrian	E	Add Sidewalk (Minor Regrading)	\$96,095	0.35	10P
9.0	SR 289		Bayou Boulevard/SR 286	Lagley Avenue	Escambia	Pedestrian	D	Add Sidewalk (Minor Regrading)	\$55,081	0.86	1P
10.2	SR 289		Durmitte St	Beau Terra Ln	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$146,593	0.31	1B5
11.0	SR 742		Plantation Road	Davis Highway/SR 281	Escambia	Bicycle	E	Add Paved Shoulders (Major Regrading)	\$65,878	0.45	11B
11.0	SR 742		E Burgess Road	Davis Highway/SR 281	Escambia	Pedestrian	E	Add Sidewalk (Major Regrading)	\$111,465	0.26	16P
13.0	SR 742		E Burgess Road	Lanter Drive	Escambia	Pedestrian	D	Add Sidewalk (Major Regrading)	\$87,062	0.17	33P
29.0	CR 333		Bauer Road	Meason Rd	Escambia	Pedestrian	D	Add Sidewalk (Major Regrading)	\$69,668	0.23	20P
33.0	CR 356		Saulley Field Road	Muldoon Rd	Escambia	Pedestrian	F	Add Sidewalk (Minor Regrading)	\$124,337	0.28	13P
33.1	CR 356		Saulley Field Road	Mobile Highway	Escambia	Bicycle	D	Restripe Candidate	\$17,405	1.24	6B
48.0	CR 268A		Jackson Street	Pace Blvd	Escambia	Bicycle	D	Add Paved Shoulders (Minor Regrading)	\$84,028	0.30	20B
48.0	CR 268A		Jackson Street	Pace Blvd	Escambia	Pedestrian	D	Add Sidewalk (Minor Regrading)	\$121,513	0.20	23P
46.1	CR 288A		Jackson Street	Pace Blvd	Escambia	Pedestrian	D	Add Sidewalk (Minor Regrading)	\$134,806	0.19	29P
51.0	CR 309		Pensacola Beach Boulevard	N end of Bob Sikes Bridge (Escambia County Line)	Escambia	Pedestrian	D	Add Sidewalk (Minor Regrading)	\$71,706	0.19	30P
53.2	CR 443		E Street	Yonge St	Escambia	Bicycle	D	Detailed Corridor Study Needed	\$84,576	0.27	24B
53.2	CR 443		E Street	Yonge St	Escambia	Bicycle	D	Restripe Candidate	\$7,516	2.33	4B
57.0	CR 453		W Street	Fairfield Drive	Escambia	Pedestrian	D	Add Sidewalk (Minor Regrading)	\$79,306	0.24	18P
70.0	Main Street		A Street	Baylen Street	Escambia	Bicycle	D	Road Diet Candidate	\$27,836	1.14	7B
70.0	Main Street		A Street	Baylen Street	Escambia	Pedestrian	D	Add Sidewalk (Minor Regrading)	\$109,388	0.22	22P
71.0	Main Street		Baylen Street	Terragona Street	Escambia	Bicycle	D	Detailed Corridor Study Needed	\$118,221	0.27	23B
76.1	SR 10A (US 90)		Mobile Highway	Saulley Field Road/CR 336	Escambia	Pedestrian	E	Add Sidewalk (Major Regrading)	\$191,580	0.19	28P
76.3	SR 10A (US 90)		Mobile Highway	Pine Forest Road/CR 297	Escambia	Pedestrian	E	Add Sidewalk (Major Regrading)	\$181,131	0.23	21P
84.0	SR 10A (US 90)		Scenic Highway	Hyde Park Road	Escambia	Pedestrian	D	Add Sidewalk (Minor Regrading)	\$43,854	0.82	4P
87.0	SR 10A (US 90)		Scenic Highway	Baybrook Dr	Escambia	Pedestrian	E	Add Sidewalk (Major Regrading)	\$125,360	0.28	14P
90.0	SR 10 (US 90)		SR 281/Avalon Boulevard	SR 87/Stewart Street	Santa Rosa	Bicycle	D	Restripe Candidate	\$56,869	0.53	8B
110.0	SR 390		Olive Road	Delvis Highway/SR 281	Escambia	Pedestrian	E	Add Sidewalk (Major Regrading)	\$238,650	0.18	27P
111.0	SR 280		Olive Road	5th Avenue/SR 289	Escambia	Pedestrian	D	Add Sidewalk (Minor Regrading)	\$93,391	0.25	18P
114.0	SR 291		Davis Highway	Brent Lane/SR 296	Escambia	Pedestrian	E	Add Sidewalk (Minor Regrading)	\$283,534	0.17	33P
117.0	SR 291		Davis Highway	University Parkway	Escambia	Pedestrian	D	Add Sidewalk (Minor Regrading)	\$68,192	0.34	11P
120.1	SR 262		Sorrento Road	Gulf Beach Hwy	Escambia	Bicycle	E	Add Paved Shoulders (Major Regrading)	\$159,188	0.28	22B
122.0	SR 262		Sorrento Rd (Gulf Beach Highway)	Dog Track Rd	Escambia	Bicycle	E	Add Paved Shoulders (Major Regrading)	\$191,027	0.23	28B
123.0	SR 262		Gulf Beach Highway	Dog Track Rd	Escambia	Bicycle	E	Add Paved Shoulders (Major Regrading)	\$191,027	0.23	28B
123.0	SR 264		Chiefs Way	Navy Boulevard/SR 285	Escambia	Bicycle	D	Restripe Candidate	\$37,360	0.99	8B
127.0	SR 284		Chiefs Way	US 89/Navy Boulevard	Escambia	Bicycle	D	Add Paved Shoulders (Minor Regrading)	\$38,051	0.46	10B
128.0	SR 284		Chiefs Way	US 89/Navy Boulevard	Escambia	Pedestrian	D	Add Sidewalk (Minor Regrading)	\$24,033	0.47	6P
128.0	SR 285		Navy Boulevard	SR 292/Barranca Avenue	Escambia	Pedestrian	D	Add Sidewalk (Minor Regrading)	\$34,777	0.38	9P
129.1	SR 295		Navy Boulevard	SR 295/New Warrington Road	Escambia	Bicycle	D	Detailed Corridor Study Needed	\$74,866	0.25	26B
130.0	SR 355		New Warrington Road	SR 295/New Warrington Road	Escambia	Bicycle	E	Add Paved Shoulders (Minor Regrading)	\$229,376	0.23	27B
135.1	SR 265		New Warrington Spur	Marina Lane	Escambia	Pedestrian	E	Add Sidewalk (Minor Regrading)	\$152,016	0.20	24P
				Mobile Highway Interchange	Escambia	Pedestrian	E	Add Sidewalk (Minor Regrading)	\$152,016	0.20	24P

Table 5 Tier III Priorities

Segment ID	Road Name	Road Name (Local)	From	To	County	Mode	Existing Modal LOS	Recommended Facility Type	Total Cost	Benefit-Cost Index	Rank
8.9	SR 269	9th Avenue	Fairfield Drive/SR 295	Bayou Boulevard/SR 266	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$624,204	0.11	67B
9.0	SR 269	9th Avenue	Bayou Boulevard/SR 296	Langley Avenue	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$638,391	0.12	60B
12.0	Burgess Road		Davis Highway	Sanders Street	Escambia	Pedestrian	D	Add Sidewalk (Major Regrading)	\$278,862	0.06	79P
18.0	CR 164	Quinette Road	Chumuckla Highway	Myra Lane	Santa Rosa	Bicycle	E	Add Paved Shoulders (Major Regrading)	\$582,155	0.12	62B
18.0	CR 164	Quinette Road	Chumuckla Highway	Myra Lane	Santa Rosa	Pedestrian	E	Add Sidewalk (Major Regrading)	\$833,957	0.04	112P
22.0	CR 1668	Logghead Drive	Pine Forest Road	Kemp Rd	Escambia	Pedestrian	D	Add Sidewalk (Major Regrading)	\$501,592	0.05	84P
22.1	CR 1668	Logghead Drive/Kemp Road/Diamond Dairy Road	Longleaf Dr	Panacea Boulevard	Escambia	Pedestrian	E	Add Sidewalk (Minor Regrading)	\$524,864	0.04	102P
24.0	CR 187	Chumuckla Highway	Quinette Road	Luther Fowler Road	Santa Rosa	Pedestrian	E	Add Sidewalk (Minor Regrading)	\$466,760	0.04	116P
28.0	CR 187A	Bell Lane	CR 191B	US 90/SR 10	Santa Rosa	Pedestrian	E	Add Sidewalk (Minor Regrading)	\$573,644	0.04	113P
30.0	CR 285A	Old Cherry Field Road	Bannacas Avenue	Navy Boulevard	Escambia	Pedestrian	D	Add Sidewalk (Detailed Study Needed)	\$572,187	0.04	108P
33.0	SR 296	Brent Lane	SR 95/Palfox Highway	Rawson Ln	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$373,577	0.10	78B
37.0	CR 297	Pine Forest Road	I-10/SR 8	Nine Mile Road/US 90A/SR 10	Escambia	Pedestrian	D	Add Sidewalk (Major Regrading)	\$313,495	0.05	87P
38.0	CR 297	Pine Forest Road	Nine Mile Road	West Roberts Road	Escambia	Pedestrian	E	Add Sidewalk (Major Regrading)	\$703,633	0.04	105P
41.0	CR 297	Dog Track Road	US 98	Blue Angel Parkway	Escambia	Pedestrian	E	Add Sidewalk (Major Regrading)	\$362,261	0.05	80P
43.0	CR 297A		Pine Forest Road	CR 97	Escambia	Pedestrian	E	Add Sidewalk (Major Regrading)	\$477,209	0.06	82P
44.0	CR 298A	(Jackson St)	Fairfield Drive	New Warrington Road	Escambia	Pedestrian	D	Add Sidewalk (Minor Regrading)	\$714,187	0.05	95P
53.0	CR 443	E Street	Caryvitas Street	Brent St	Escambia	Bicycle	D	Detailed Corridor Study Needed	\$241,170	0.11	64B
53.1	CR 443	E Street	Blount Ct	Yonge St	Escambia	Bicycle	D	Detailed Corridor Study Needed	\$263,187	0.10	69B
56.0	CR 453	W Street	Navy Boulevard	Caryvitas Street	Escambia	Bicycle	D	Detailed Corridor Study Needed	\$293,187	0.12	56B
59.0	CR 453	W Street	Fairfield Drive	Beverly Parkway	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$662,035	0.09	88B
61.0	CR 750	Airport Boulevard	W Street	Old Palfox Street	Escambia	Bicycle	D	Detailed Corridor Study Needed	\$397,916	0.10	71B
66.0	CR 95A	Old Palfox Highway	Panacea Boulevard	Nine Mile Road	Escambia	Pedestrian	F	Add Sidewalk (Minor Regrading)	\$1,382,442	0.04	104P
75.0	SR 10A (US 90)	Mobile Highway	Kirk Street	New Warrington Rd	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$359,300	0.09	82B
76.1	SR 10A (US 90)	Mobile Highway	New Warrington Rd	Fairfield Drive/SR 727	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$289,543	0.12	65B
82.0	SR 10A (US 90)	Caryvitas Street	15th Avenue	Perry Avenue/SR 296	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$418,028	0.08	96B
89.0	SR 10 (US 90)		East Spencer Field Road	SR 281/Avonon Boulevard	Santa Rosa	Pedestrian	E	Add Sidewalk (Major Regrading)	\$1,216,261	0.04	115P
90.0	SR 10 (US 90)		SR 281/Avonon Boulevard	SR 87/Stewart Street	Santa Rosa	Pedestrian	E	Add Sidewalk (Major Regrading)	\$808,121	0.05	86P
97.0	SR 10 (US 90A)	Nine Mile Road	I-10/SR 8	US 29/SR 95	Escambia	Pedestrian	F	Add Sidewalk (Major Regrading)	\$1,189,203	0.04	106P
98.0	SR 10 (US 90A)	Nine Mile Road	US 29/SR 95	University Parkway	Escambia	Pedestrian	F	Add Sidewalk (Major Regrading)	\$1,160,281	0.04	101P
103.0	SR 173	Blue Angel Parkway	Union Highway/SR 298	Saulsby Field Road/CR 298	Escambia	Pedestrian	F	Add Sidewalk (Major Regrading)	\$1,000,388	0.04	99P
108.0	SR 281	Avonon Boulevard	I-10/SR 8 Rmp/PLAL Urbanized Area Boundary	RR Yng	Santa Rosa	Bicycle	F	Add Paved Shoulders (Major Regrading)	\$503,435	0.10	74B
108.0	SR 281	Avonon Boulevard	I-10/SR 8 Rmp/PLAL Urbanized Area Boundary	RR Yng	Santa Rosa	Pedestrian	F	Add Sidewalk (Major Regrading)	\$881,270	0.04	97P
109.0	SR 290	Oliver Road	Old Palfox Highway/CR 95A	Davis Highway/SR 291	Escambia	Pedestrian	E	Add Sidewalk (Major Regrading)	\$752,388	0.06	78P
113.0	SR 291	Davis Highway	Fairfield Drive/SR 295	Brent Lane/SR 296	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$704,594	0.09	64B
114.0	SR 291	Davis Highway	Brent Lane/SR 296	Burgess Road/SR 742	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$481,353	0.09	81B
122.1	SR 292	Gulf Beach Highway	Dog Track Rd	Fairfield Drive/SR 727	Escambia	Pedestrian	E	Add Sidewalk (Major Regrading)	\$926,537	0.06	90P
134.0	SR 292	Pace Boulevard	Barracass Avenue	Garden Street/SR 30/US 98	Escambia	Bicycle	D	Detailed Corridor Study Needed	\$268,543	0.11	68B

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT 3 APPLICATION
TRANSPORTATION ALTERNATIVE PROGRAM PROJECTS

Date: March 24, 2014 TPO (If Applicable): Florida-Alabama TPO

Project Title: Olive Rd (CR-290) Sidewalks

Project Sponsor Escambia County Board of County Commissioners

According to 23 USC 213(c)(4)(B) a project sponsor may be a local government; regional transportation authority; transit agency; natural resource or public land agency; school district, local education agency, or school; tribal government; or other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than a metropolitan planning organization or a state agency) that the State determines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.

Contact Thomas Brown, Jr Title Transportation Planner

Address 3363 West Park PL, Pensacola, FL 32505

Phone 850-595-3404 Fax 850-595-3405

e-mail address: thomas_brown@co.escambia.fl.us

Priority (relative to other applications submitted by the Project Sponsor). _____

Name of Applicant (If other than Project Sponsor): _____

1. Qualifying Transportation Alternatives Activities:

Check the Transportation Alternatives Program (TAP) activity that the proposed project will address. **(NOTE: Checking all activities possible does not ensure or increase eligibility. Each activity checked must meet all criteria required by FHWA.)**

For more information from FHWA go to: <http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm>

- _____ Construction, Planning, and Design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990
- X Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs
- _____ Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users
- _____ Construction of turnouts, overlooks, and viewing areas
- _____ Community improvement activities, including:
- Inventory, control, or removal of outdoor advertising;
 - Historic preservation and rehabilitation of historic transportation facilities;
 - Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
 - Archaeological activities relating to impacts from implementation of a transportation project eligible under 23 USC.

Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:

- o Address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff including activities described in 23 USC 133(b)(11), 328(a) and 329; or
- o Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

The Recreational Trails Program under 23 USC 206 – Contact Alexandra Weiss at Department Of Environmental Protection, Office of Greenways and Trails (850) 245-2052, toll-free at 1-877-822-5208, or email Alexandra.Weiss@dep.state.fl.us

Safe Routes to School Projects – A separate application (FDOT Form # 500-000-30) *must be* submitted. This form may be accessed at:

<http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5>

Contact Alicia Brininger at (850) 330-1550 for further information.

Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

2. Project Description:

Use additional sheets as necessary to respond to the following:

- (a) Provide a clear and concise detailed description of the Transportation Alternatives project. For sidewalks and multi-use paths, include the preferred width and construction material, (i.e. concrete or asphalt surface). If the project is located parallel to a roadway include which side of roadway is proposed for the construction, and note any unique or special features that may be necessary which have been identified (such as boardwalks, bridges, drainage, guardrail, etc.).

- (b) What type of work is being proposed? (Check all that apply)

Planning Activities

Project Development and Environmental Studies

Engineering and Final Plans Preparation Work

Right of Way Acquisition

Construction

Construction Engineering and Inspection Activities

- (c) Where is the project located (and what is the project length and termini, if appropriate)? Include location map.

- (d) Summarize any special characteristics of project. Provide typical section drawings for appropriate projects.

- (e) Describe the project's existing right of way ownerships. This description shall identify when the right of way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys).

- (f) Describe any proposed right of way acquisition, including expected matching fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right of way.

- (g) Describe any related project work phases that are already complete or currently underway.

- (h) Other specific project information that should be considered.

3. Project Implementation Information:

Attach documentation as exhibits to this application.

- (a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's **Local Agency Program Manual (Topic No. 525-010-300)**.
- (b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).
- (c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.
- (d) Describe source of matching funds and any restrictions on availability.
- (e) Other specific implementation information that should be considered.

4. Project Cost:

If a more detailed breakdown of cost estimates is being provided, a sample cost estimates sheet is provided for your use.

Sample Construction Cost Estimate

For latest cost information go to:

<http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm>

What is the total estimated cost of the work requested to be funded as a transportation alternative project through this application?

Planning Activities.	\$ _____
Project Development and Environmental Studies.	\$ _____
Engineering and Final Plans Preparation Work.	\$ <u>1,482,372</u> Completed by County
Right of Way Acquisition.	\$ _____
Construction.	\$ <u>8,696,693</u>
Construction Engineering and Inspection Activities.	\$ <u>79,940</u>
Other. (Describe)	\$ _____
TOTAL:	\$ <u>10,259,005</u>

How will the project be funded?

FDOT Transportation Alternative Funds \$ 746,114 + Local \$ 1,482,372 Total \$ 746,114 sidewalks only

FDOT Transportation Alternative Funds _____% + Local _____% = 100%

CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein described is supported by Escambia County BOCC,
(Project Sponsor)

and that said entity will: (1) provide any required funding match; (2) enter into a maintenance agreement with the Florida Department of Transportation; (3) comply with the **Federal Uniform Relocation Assistance and Acquisition Policies Act** for any Right of Way actions required for the project, and (4) support other actions necessary to fully implement the proposed project. I further certify that the estimated costs included herein are reasonable and understand that significant increases in these costs could cause the project to be removed from the Florida Department of Transportation work program.

If project is not located along a state roadway:

Is sponsor or applicant willing to administer project using the Department's Local Agency Program (check one)

Yes No

Status of sponsor/administrator's LAP certification: Currently certified Not certified

Applied for certification & pending review Planning to apply for certification

Other (explain) _____

Is resolution included with application? Yes No

A copy of the adopted resolution showing sponsor's (board or council) approval and support of project should be included with this application.

Board of County Commissioners
Escambia County, Florida

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Signature

Lumon J. May, Chairman
Name (please type or print)

Title

Date

Signature: N/A - See above

This should be executed by person who has signatory authority for sponsor and is authorized to obligate services and funds for that entity (generally chairman of the board or council).

Approved as to form and legal
sufficiency:

By/Title: [Signature]
Date: 4/23/14

2. Project Description

This project will install sidewalks along both sides of Olive Rd in Escambia County. The project length is approximately 2.13 miles and begins at Ninth Ave (SR-289) and ends at Davis Hwy (SR-291). This project will provide a connection to existing sidewalks on Olive Rd and Davis Hwy.

Escambia County has funded the design of this project and will be completed in 2014. The design includes bike lanes, curb & gutter and sidewalks.

The existing county right-of-way will be adequate to construct this project. No ROW acquisition is expected. The right-of-way was transferred to the County pursuant to a Roadway Transfer Agreement recorded in OR Book 6741 at Page 996 on July 15, 2011.

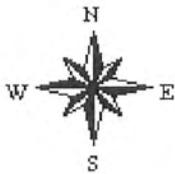
3. Project Implementation Information

Escambia County will administer construction and construction engineering and inspection activities phases through the Local Agency Program. Professional services and construction contracts will be awarded in accordance with local, state and federal rules.

The Escambia County Board of County Commissioners has issued a resolution of support for this project.

Escambia County will continue to own and will be responsible for maintenance of the completed sidewalks.

No environmental documents are anticipated with this project.



Olive Rd Sidewalks



Printed: Mar 25, 2014

**DISTRICT 3 TRANSPORTATION ALTERNATIVE PROGRAM
APPLICATION INFORMATION AND APPLICANT CHECKLIST
(Please provide a copy with application submittal)**

Application Information Olive Rd Sidewalks, Escambia County

Choose one.

- This is a new application.
- This application is an update to a previously submitted application.
- This application is for another phase of a previously submitted application.

Choose applicable Area Type.

- Project is within a Metropolitan Planning Area.
 - If project is within a Metropolitan Planning Area, is application being submitted through the appropriate TPO?
 - Is proposed project included in the appropriate TPO's Transportation Improvement Program (TIP).
 - Has a copy of the TIP been included showing inclusion and priority ranking.
 - Is project being submitted in the TPO's allotted biannual cycle year?
 - Is project being submitted by the TPO's due date?
- Project is not located within a Metropolitan Planning Area.
 - If project is not within a Metropolitan Planning Area is it being submitted directly to the FDOT District 3 Transportation Alternative Program Coordinator?
 - Has the sponsor's priority ranking for previously eligible but unfunded and proposed transportation alternative program projects been included in submittal?
 - Is project being submitted prior to May 1st?

Applicant Checklist

Go to MAP-21 info and websites for latest information, eligible activities, and criteria. TAP guidance may be accessed at: <http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm>

- X Is project title brief, and does it reflect the location of the project and the type of work being requested?
- X Does the project have a qualifying sponsor?
- X Has contact information been entered and an e-mail address supplied for the coordination necessary while processing the application?
Note: If applicant has used an outside source (such as a consultant) to prepare the application, and the consultant's name is used as the contact person, any time they spend coordinating with reviewers may be billed to the applicant (depending upon contract stipulations).
 - Has the name of applicant been supplied (if other than project sponsor)?
- X Does the proposed project meet eligibility criteria in FHWA TAP Guidance?
- X Did you provide a brief and concise description of the proposed project with a thorough explanation of proposed project, location, termini, which side of roadway, widths, and lengths (if applicable)?
- X Did you select the types of work activities where funding is being requested?
- X Is a location map (8.5" x 11") provided with identifiable boundaries of the general area and termini clearly noted?
- X Have special characteristics of the project been identified?
- X Have typical section drawings been included where applicable?
- X Has right-of-way ownership been identified and verified that it is in public use?
 - If right-of-way is not in public ownership, is there a long-term lease agreement or a deed restriction currently in place that protects the investment of funds for the expected useful life of the project?
 - If application requires right-of-way acquisition, is amount and other information included?
Note: The status of right-of-way issues may be a consideration in the selection and implementation of transportation alternative program projects.
- X Have previous work phases or work in progress been identified where applicable?

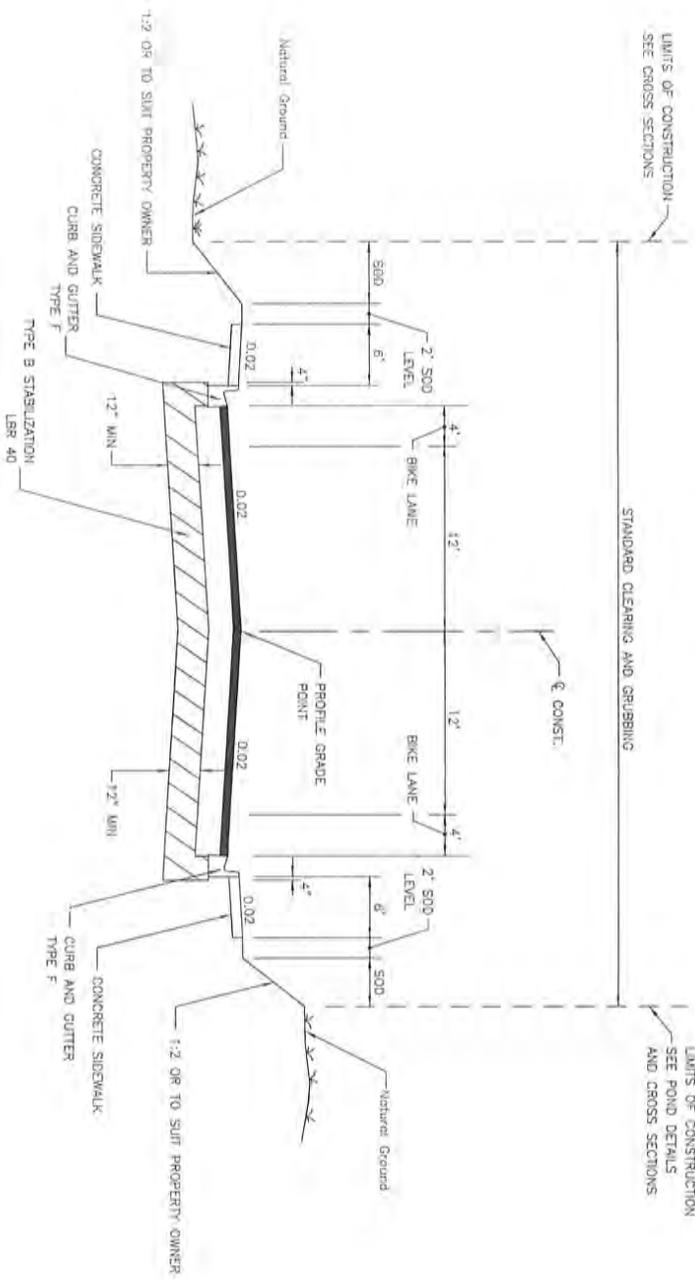
- X Have permits that will be required been identified?
 - Have you noted any prior coordination with permitting agencies?
 - Have you provided specifics of any prior coordination with permitting agencies (if applicable) detailing any problem areas as well as positive feedback?
- X If project is not on a state roadway, did you agree to perform & administer project using the LAP process and identify the status of LAP Certification?
 - Have you included copies of letters of support from public sources?
 - Have you included copies of letters of support from private sources?
- X Is project consistent with appropriate local comprehensive land use and transportation plans?
- X Where applicable (such as bike & pedestrian facilities), did you include a copy of support documentation from the Local Government Comprehensive Plan or Regional Plan showing support for bike/ped facilities?
- X Did you describe the proposed ownership and maintenance responsibilities for the project when it is completed?
- X Did you provide a cost estimate with estimated funds needed for each requested work activity.
Note: If your project is far enough along in the planning stage that you have detailed estimates, please provide them also.
- X Did you include a total amount of funding needed for the project and amounts and percentages to be provided by FDOT, local, and other sources?
- X Has the Certification of project Sponsor been executed by the appropriate person with signatory authority?
Note: Certification of Project Sponsor must be signed by the appropriate person that is authorized to obligate services and funds and has been delegated legal signatory authority for the appropriate applicant/sponsor (generally chairman of the commission or council).
- X Have you included an adopted resolution of support from the project sponsor, which has been signed by the appropriate person with signatory authority?

Table 3 Tier I Priorities

Segment ID	Road Name	Road Name (Local)	From	To	County	Mode	Existing Modal LOS	Recommended Facility Type	Total Cost	Benefit-Cost Index	Rank
2.0	12th Avenue		Fairfield Drive	Bayou Boulevard	Escambia	Bicycle	D	Restripe Candidate	\$16,140	2.41	35
3.0	12th Avenue		Fairfield Drive	Bayou Boulevard	Escambia	Pedestrian	E	Add Sidewalk (Minor Regrading)	\$99,085	0.35	10P
9.0	SR 289	9th Avenue	Bayou Boulevard/SR 286	Langley Avenue	Escambia	Pedestrian	D	Add Sidewalk (Minor Regrading)	\$56,081	0.68	1P
10.2	SR 289	9th Avenue	Dunnin St	Baul Terra Ln	Escambia	Bicycle	E	Disabled Corridor Study Needed	\$146,563	0.31	19E
11.0	SR 742	E Burgess Road	Panitation Road	Davis Highway/SR 281	Escambia	Bicycle	E	Add Paved Shoulders (Major Regrading)	\$63,676	0.45	11B
11.0	SR 742	E Burgess Road	Panitation Road	Davis Highway/SR 281	Escambia	Pedestrian	E	Add Sidewalk (Major Regrading)	\$111,455	0.26	16P
29.0	CR 203	E Burgess Road	Sanders Street	Lanier Drive	Escambia	Pedestrian	D	Add Sidewalk (Major Regrading)	\$67,082	0.17	35P
33.0	CR 206	Bauer Road	Sorrento Road	Mission Rd	Escambia	Pedestrian	D	Add Sidewalk (Major Regrading)	\$69,668	0.23	20P
33.1	CR 206	Saulley Field Road	Blue Angel Parkway	Muldoon Rd	Escambia	Pedestrian	F	Add Sidewalk (Minor Regrading)	\$124,337	0.28	13P
46.0	CR 268A	Jackson Street	W Street	Pace Blvd	Escambia	Bicycle	D	Restripe Candidate	\$17,465	1.24	6E
46.0	CR 268A	Jackson Street	W Street	Pace Blvd	Escambia	Bicycle	D	Add Paved Shoulders (Minor Regrading)	\$84,028	0.30	20B
46.1	CR 288A	Jackson Street	Pace Blvd	A Street	Escambia	Pedestrian	D	Add Sidewalk (Minor Regrading)	\$121,613	0.20	25P
51.0	CR 309	Panacula Beach Boulevard	N end of Bob Sikes Bridge (Escambia County Line)	A Street	Escambia	Pedestrian	D	Add Sidewalk (Minor Regrading)	\$134,806	0.19	20P
51.2	CR 443	E Street	Yonge St	Cross St	Escambia	Bicycle	D	Disabled Corridor Study Needed	\$94,576	0.27	24B
53.3	CR 443	E Street	Cross St	Texas Drive	Escambia	Bicycle	D	Restripe Candidate	\$7,516	2.33	4B
57.0	CR 453	W Street	Cervantes Street	Fairfield Drive	Escambia	Pedestrian	D	Add Sidewalk (Minor Regrading)	\$79,309	0.24	16P
70.0	Main Street		A Street	Baylen Street	Escambia	Bicycle	D	Road Diet Candidate	\$27,836	1.14	7B
71.0	Main Street		A Street	Baylen Street	Escambia	Pedestrian	D	Add Sidewalk (Minor Regrading)	\$100,368	0.22	22P
76.1	SR 10A (US 90)	Mobile Highway	Baylen Street	Tarragona Street	Escambia	Bicycle	D	Detailed Corridor Study Needed	\$118,221	0.27	25E
76.3	SR 10A (US 90)	Mobile Highway	Massachusetts Ave	Saulley Field Road/CR 286	Escambia	Pedestrian	E	Add Sidewalk (Major Regrading)	\$191,500	0.19	20P
84.0	SR 10A (US 90)	Scenic Highway	Beltlow Ave	Pine Forest Road/CR 287	Escambia	Pedestrian	E	Add Sidewalk (Major Regrading)	\$181,131	0.23	21P
87.0	SR 10A (US 90)	Scenic Highway	Strong Street	Hyde Park Road	Escambia	Pedestrian	D	Add Sidewalk (Minor Regrading)	\$43,854	0.62	4P
90.0	SR 10 (US 90)		I-10/SR 8	Baycock Dr	Escambia	Pedestrian	E	Add Sidewalk (Major Regrading)	\$125,388	0.26	14P
110.0	SR 209	Olive Road	SR 281/Avalon Boulevard	SR 87/Stewart Street	Santa Rosa	Bicycle	D	Restripe Candidate	\$55,849	0.53	6P
111.0	SR 290	Olive Road	Davis Highway/SR 281	Riping St	Escambia	Pedestrian	E	Add Sidewalk (Major Regrading)	\$239,656	0.18	27P
114.0	SR 291	Davis Highway	9th Avenue/SR 289	Scenic Highway/SR 10A	Escambia	Pedestrian	D	Add Sidewalk (Minor Regrading)	\$93,391	0.25	18P
117.0	SR 291	Davis Highway	Brent Lane/SR 286	Burgess Road/SR 742	Escambia	Pedestrian	E	Add Sidewalk (Minor Regrading)	\$294,534	0.17	33P
120.1	SR 292	Sorrento Road	University Parkway	New Mile Road/SR 10/US 90A	Escambia	Pedestrian	D	Add Sidewalk (Minor Regrading)	\$66,192	0.34	11P
122.0	SR 292	Sorrento Rd / Gulf Breeze Highway	Gulf Beach Hwy	Doug Fort Drive	Escambia	Bicycle	E	Add Paved Shoulders (Major Regrading)	\$159,189	0.26	22B
123.0	SR 292	Gulf Beach Highway	Blue Angel Parkway/SR 173	Dog Track Rd	Escambia	Bicycle	E	Add Paved Shoulders (Major Regrading)	\$191,027	0.23	20B
127.0	SR 284	Chiefs Way	Fairfield Drive/SR 727	Navy Boulevard/SR 295	Escambia	Bicycle	D	Restripe Candidate	\$17,360	0.99	8B
127.0	SR 284	Chiefs Way	SR 295/New Warrington Road	US 88/Navv Boulevard	Escambia	Bicycle	D	Add Paved Shoulders (Minor Regrading)	\$36,051	0.49	10B
128.0	SR 284	Chiefs Way	SR 295/New Warrington Road	US 88/Navv Boulevard	Escambia	Pedestrian	D	Add Sidewalk (Minor Regrading)	\$24,093	0.47	6P
128.1	SR 293	Navv Boulevard	Bayou Grande Bldg NE	SR 392/Barracac Avenue	Escambia	Pedestrian	D	Add Sidewalk (Minor Regrading)	\$34,777	0.36	9P
130.0	SR 295	Navv Boulevard	US 86	SR 295/New Warrington Road	Escambia	Bicycle	D	Detailed Corridor Study Needed	\$174,866	0.25	26E
130.1	SR 295	New Warrington Road	US 98/Navv Boulevard	Martha Lane	Escambia	Bicycle	E	Add Paved Shoulders (Minor Regrading)	\$220,376	0.23	27B
130.1	SR 295	New Warrington Spur	Martha Lane	Mobile Highway Interchange	Escambia	Pedestrian	E	Add Sidewalk (Minor Regrading)	\$152,016	0.20	24P

Table 4 Tier II Priorities

Segment ID	Road Name	Road Name (Local)	From	To	County	Mode	Existing Modal LOS	Recommended Facility Type	Total Cost	Benefit-Cost Index	Rank
5.0	5th Avenue		Bayfront Parkway	Chase Street	Escambia	Bicycle	D	Detailed Corridor Study Needed	\$170,238	0.17	388
6.0	SR 289	5th Avenue	Chase Street	Cervantes Street	Escambia	Bicycle	D	Detailed Corridor Study Needed	\$234,549	0.20	348
7.0	SR 289	5th Avenue	Cervantes Street/US 90	Fairfield Drive/SR 295	Escambia	PeDESTrian	D	Add Sidewalk (Minor Regrading)	\$180,183	0.15	41P
10.0	SR 289	5th Avenue	Langley Avenue	Caughton Rd	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$321,560	0.20	338
31.0	CR 255A	Old Conry Field Road	Navy Boulevard	Ulittin Highway	Escambia	Bicycle	D	Add Paved Shoulders (Minor Regrading)	\$226,718	0.17	389
31.0	CR 255A	Old Conry Field Road	Navy Boulevard	Ulittin Highway	Escambia	PeDESTrian	E	Add Sidewalk (Minor Regrading)	\$410,155	0.07	72P
32.0	CR 296	Saulley Field Road	Blue Angel Parkway	Saulley Field entrance	Escambia	Bicycle	D	Add Paved Shoulders (Major Regrading)	\$99,493	0.13	54B
32.0	CR 296	Saulley Field Road	Blue Angel Parkway	Saulley Field entrance	Escambia	PeDESTrian	E	Add Sidewalk (Major Regrading)	\$174,164	0.09	68P
33.1	CR 298	Saulley Field Road	Muldoon Rd	Mobile Highway	Escambia	PeDESTrian	F	Add Sidewalk (Major Regrading)	\$303,529	0.13	48P
33.2	SR 299	Brent Linn	Davis Hwy	SR 288th Avenue	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$382,482	0.18	44B
41.0	CR 297A		Pine Forest Road	CR 87	Escambia	Bicycle	F	Add Paved Shoulders (Major Regrading)	\$272,811	0.16	42B
45.0	CR 258A	Jackson Street	New Worthington Road	W Street	Escambia	PeDESTrian	D	Add Sidewalk (Minor Regrading)	\$433,838	0.03	70P
47.1	CR 399	Fort Pickens Road	La Cariba Drive	Pensacola Beach Boulevard	Escambia	Bicycle	D	Detailed Corridor Study Needed	\$99,305	0.16	43B
48.2	CR 399	Via De Luna	Bueller/Menor	end of development	Escambia	Bicycle	E	Add Paved Shoulders (Minor Regrading)	\$169,844	0.14	47B
48.2	CR 399	Via De Luna	Bueller/Menor	end of development	Escambia	PeDESTrian	F	Add Sidewalk (Minor Regrading)	\$306,600	0.13	48P
51.0	CR 399	Pensacola Beach Boulevard	N end of Bob Sitas Bridge (Escambia County Line)	Via de Luna	Escambia	Bicycle	D	Add Paved Shoulders (Minor Regrading)	\$193,150	0.14	45B
55.0	CR 453	W Street	Beverly Parkway	Pensacola Boulevard	Escambia	PeDESTrian	E	Add Sidewalk (Minor Regrading)	\$359,245	0.11	54P
59.0	Main Street		Barracosa Avenue	A Street	Escambia	PeDESTrian	E	Add Sidewalk (Minor Regrading)	\$195,039	0.11	55P
73.0	SR 30 (Bus US 95)		Bayfront Parkway	Gregory Street	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$148,445	0.21	31B
77.0	SR 10A (US 90)	Mobile Highway	Edson Drive	Fairfield Drive/SR 727/SR 295	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$384,202	0.17	45B
83.0	SR 10A (US 90)	Cervantes Street	Perry Avenue/SR 296	Strong Street	Escambia	Bicycle	D	Detailed Corridor Study Needed	\$156,524	0.14	51B
85.0	SR 10A (US 90)	Scenic Highway	Hyde Park Road	Summit Boulevard	Escambia	PeDESTrian	E	Add Sidewalk (Major Regrading)	\$300,611	0.10	57P
88.2	SR 10 (US 90)		Jernigan Rd	East Spencer Field Road	Santa Rosa	PeDESTrian	E	Add Sidewalk (Major Regrading)	\$431,927	0.09	62P
91.1	SR 10 (US 90)		Willing St	Lundy Ln	Santa Rosa	PeDESTrian	E	Add Sidewalk (Major Regrading)	\$271,696	0.11	52P
91.3	SR 10 (US 90)		Ward Basin Rd	Airport Road	Santa Rosa	PeDESTrian	E	Add Sidewalk (Major Regrading)	\$271,696	0.15	42P
92.0	SR 10 (US 90)		Airport Road	SR 87/Summit Road/FL-AL Urbanized Area Boundary	Santa Rosa	PeDESTrian	E	Add Sidewalk (Major Regrading)	\$252,189	0.12	51P
102.0	SR 10 (US 90A)	New Mile Road	Dava Highway/SR 291	Santa Rosa County Line	Escambia	PeDESTrian	D	Add Sidewalk (Minor Regrading)	\$124,481	0.13	47P
104.1	SR 173	Blue Angel Parkway	Millview Rd	Pine Forest Road/SR 297	Escambia	PeDESTrian	E	Add Sidewalk (Major Regrading)	\$351,811	0.08	68P
110.1	SR 289	Drive Road	Xpiling St	9th Avenue/SR 289	Escambia	PeDESTrian	E	Add Sidewalk (Major Regrading)	\$445,066	0.10	61P
113.0	SR 291	Davis Highway	Fairfield Drive/SR 295	Brent Lane/SR 298	Escambia	PeDESTrian	E	Add Sidewalk (Minor Regrading)	\$277,787	0.16	40P
120.1	SR 292	Scenic Road	Gulf Beach Hwy	Doug Fort Drive	Escambia	PeDESTrian	F	Add Sidewalk (Major Regrading)	\$278,692	0.16	38P
122.0	SR 292	Scenic Rd (Gulf Beach Highway)	Blue Angel Parkway/SR 173	Dog Track Rd	Escambia	PeDESTrian	F	Add Sidewalk (Major Regrading)	\$334,395	0.13	46P
123.0	SR 292	Gulf Beach Highway	Fairfield Drive/SR 727	Navy Boulevard/SR 295	Escambia	PeDESTrian	E	Add Sidewalk (Minor Regrading)	\$335,256	0.15	43P
125.0	SR 292	Post Boulevard	Garden Street/SR 398/US 96	Cervantes Street/SR 10A/US 90	Escambia	Bicycle	D	Detailed Corridor Study Needed	\$288,458	0.14	46B
131.0	SR 295	New Worthington Road	Mobile Highway Interchange	New Worthington Road Leg C	Escambia	PeDESTrian	D	Add Sidewalk (Minor Regrading)	\$143,411	0.16	36P
133.0	SR 295	Fairfield Drive	W Street/CR 453	Post Blvd	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$255,566	0.19	35B
133.1	SR 295	Fairfield Drive	Post Blvd	Treas Drive	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$217,526	0.22	30B
133.2	SR 295	Fairfield Drive	Treas Drive	Marcus Dr	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$316,831	0.18	37B



TYPICAL SECTION 8
 EAST JOHNSON AVENUE
 STA. 23+25.00 TO STA. 29+79.00

TRAFFIC DATA

CURRENT YEAR = 2010 AADT = 5,400
 ESTIMATED OPENING YEAR = 2015 AADT = 5,700
 ESTIMATED DESIGN YEAR = 2035 AADT = 6,100
 K = 8.39% D = 55.60% T = 3.20% (24 HOUR)
 DESIGN SPEED = 35 MPH
 POSTED SPEED = 35 MPH

NEW CONSTRUCTION

10" GRADED AGGREGATE BASE WITH
 1.5" THICK COUNTY SPEC 2500 TYPE SP 12.5 ASPHALT (2 LAYERS)

* R/W VARIES, 33' MIN. LEFT & 28' MIN. RIGHT
 SEE ROADWAY PLAN/PROFILE SHEETS
 AND POND PLAN SHEETS

OLIVE ROAD EAST
 TYPICAL SECTION



DATE	REVISIONS

SCALE	1" = 10'
DATE	8/20/10
PROJECT	104210100
DESIGNER	DRMP
CHECKER	DRMP
DRYING BY	DRMP
DESIGNED BY	DRMP
DRAWN BY	DRMP
STATE OF FLORIDA	
REGISTERED PROFESSIONAL ENGINEER	
SCOTT TAYLOR, P.E.	
15413	

TRAFFIC DATA

CURRENT YEAR = 2010 AADT = 16,500
 ESTIMATED OPENING YEAR = 2015 AADT = 20,200
 ESTIMATED DESIGN YEAR = 2035 AADT = 25,800
 K = 9.68% D = 54.19% T = 6.50% (24 HOUR)
 DESIGN SPEED = 45 MPH
 POSTED SPEED = 40 MPH

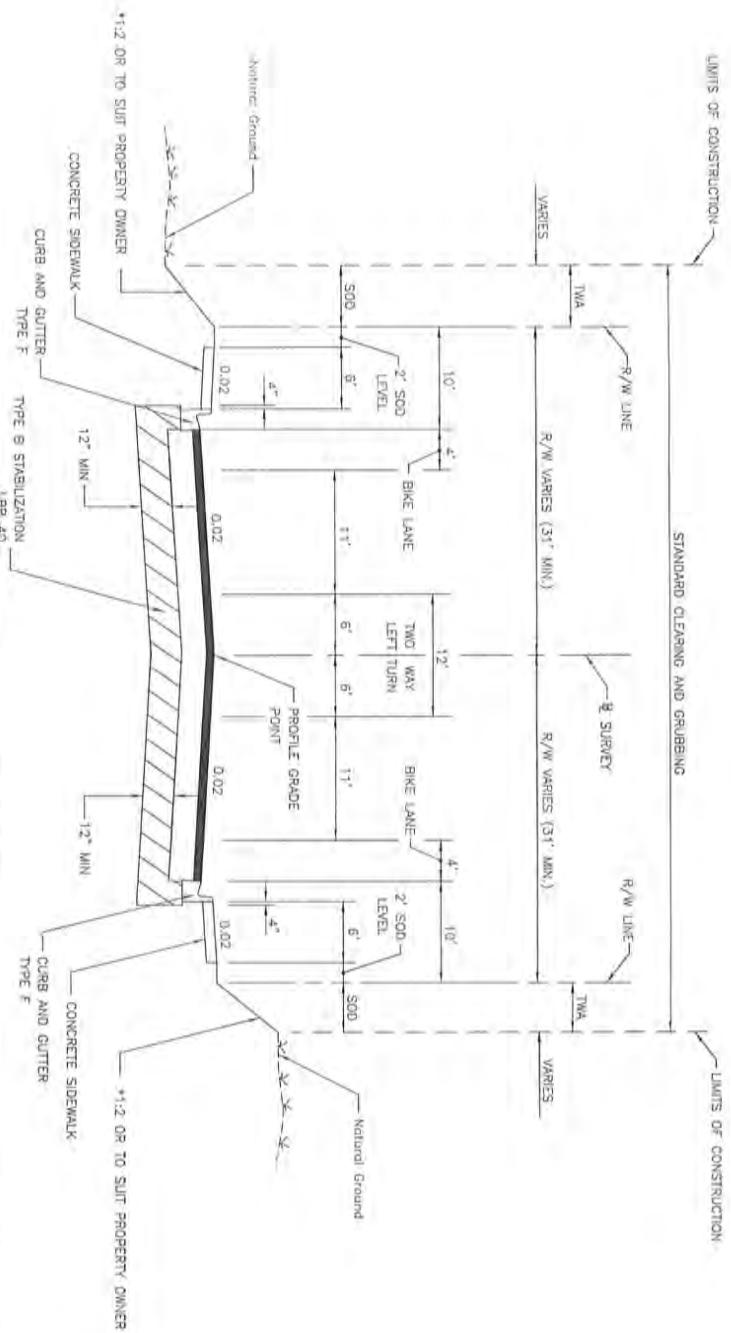
TRAFFIC DATA

TYPICAL SECTION 1
 EAST OLIVE ROAD
 STA. 168+17.00 TO STA. 260+00.00
 STA. 295+99.68 TO STA. 303+40.00

NEW CONSTRUCTION

10" GRADED AGGREGATE BASE WITH
 1.5" THICK COUNTY SPEC 2500 TYPE SP 12.5 ASPHALT (2 LAYERS)

* FRONT SLOPE VARIES AT SOME LOCATIONS
 (SEE CROSS SECTIONS)



OLIVE ROAD EAST
 TYPICAL SECTION



DATE	REVISIONS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT 3 APPLICATION
TRANSPORTATION ALTERNATIVE PROGRAM PROJECTS

Date: March 24, 2014 TPO (If Applicable): Florida-Alabama TPO

Project Title: Bauer Rd (CR-293) Paved Shoulders

Project Sponsor Escambia County Board of County Commissioners

According to 23 USC 213(c)(4)(B) a project sponsor may be a local government; regional transportation authority; transit agency; natural resource or public land agency; school district, local education agency, or school; tribal government; or other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than a metropolitan planning organization or a state agency) that the State determines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.

Contact Thomas Brown, Jr Title Transportation Planner

Address 3363 West Park PL, Pensacola, FL 32505

Phone 850-595-3404 Fax 850-595-3405

e-mail address: thomas_brown@co.escambia.fl.us

Priority (relative to other applications submitted by the Project Sponsor). _____

Name of Applicant (If other than Project Sponsor): _____

1. Qualifying Transportation Alternatives Activities:

Check the Transportation Alternatives Program (TAP) activity that the proposed project will address. **(NOTE: Checking all activities possible does not ensure or increase eligibility. Each activity checked must meet all criteria required by FHWA.)**

For more information from FHWA go to: <http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm>

_____ Construction, Planning, and Design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990

X Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs

_____ Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users

_____ Construction of turnouts, overlooks, and viewing areas

_____ Community improvement activities, including:

- o Inventory, control, or removal of outdoor advertising;
- o Historic preservation and rehabilitation of historic transportation facilities;
- o Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
- o Archaeological activities relating to impacts from implementation of a transportation project eligible under 23 USC.

Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:

- Address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff including activities described in 23 USC 133(b)(11), 328(a) and 329; or
- Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

The Recreational Trails Program under 23 USC 206 – Contact Alexandra Weiss at Department Of Environmental Protection, Office of Greenways and Trails (850) 245-2052, toll-free at 1-877-822-5208, or email Alexandra.Weiss@dep.state.fl.us

Safe Routes to School Projects – A separate application (FDOT Form # 500-000-30) must be submitted. This form may be accessed at:

<http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5>

Contact Alicia Brininger at (850) 330-1550 for further information.

Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

2. Project Description:

Use additional sheets as necessary to respond to the following:

- (a) Provide a clear and concise detailed description of the Transportation Alternatives project. For sidewalks and multi-use paths, include the preferred width and construction material, (i.e. concrete or asphalt surface). If the project is located parallel to a roadway include which side of roadway is proposed for the construction, and note any unique or special features that may be necessary which have been identified (such as boardwalks, bridges, drainage, guardrail, etc.).

- (b) What type of work is being proposed? (Check all that apply)

- Planning Activities
- Project Development and Environmental Studies
- Engineering and Final Plans Preparation Work
- Right of Way Acquisition
- Construction
- Construction Engineering and Inspection Activities

- (c) Where is the project located (and what is the project length and termini, if appropriate)? Include location map.
- (d) Summarize any special characteristics of project. Provide typical section drawings for appropriate projects.
- (e) Describe the project's existing right of way ownerships. This description shall identify when the right of way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys).
- (f) Describe any proposed right of way acquisition, including expected matching fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right of way.
- (g) Describe any related project work phases that are already complete or currently underway.
- (h) Other specific project information that should be considered.

3. Project Implementation Information:

Attach documentation as exhibits to this application.

- (a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's **Local Agency Program Manual (Topic No. 525-010-300)**.
- (b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).
- (c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.
- (d) Describe source of matching funds and any restrictions on availability.
- (e) Other specific implementation information that should be considered.

4. Project Cost:

If a more detailed breakdown of cost estimates is being provided, a sample cost estimates sheet is provided for your use.

Sample Construction Cost Estimate

For latest cost information go to:

<http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm>

What is the total estimated cost of the work requested to be funded as a transportation alternative project through this application?

Planning Activities.	\$ _____
Project Development and Environmental Studies.	\$ _____
Engineering and Final Plans Preparation Work.	\$ <u>26,880</u>
Right of Way Acquisition.	\$ _____
Construction.	\$ <u>224,000</u>
Construction Engineering and Inspection Activities.	\$ <u>22,400</u>
Other. (Describe)	\$ _____
TOTAL:	\$ <u>273,280</u>

How will the project be funded?

FDOT Transportation Alternative Funds \$ 273,280 + Local \$ 0 = Total \$ 273,280

FDOT Transportation Alternative Funds 100 % + Local 0 % = 100%

CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein described is supported by Escambia County BOCC,
(Project Sponsor)

and that said entity will: (1) provide any required funding match; (2) enter into a maintenance agreement with the Florida Department of Transportation; (3) comply with the **Federal Uniform Relocation Assistance and Acquisition Policies Act** for any Right of Way actions required for the project, and (4) support other actions necessary to fully implement the proposed project. I further certify that the estimated costs included herein are reasonable and understand that significant increases in these costs could cause the project to be removed from the Florida Department of Transportation work program.

If project is not located along a state roadway:

Is sponsor or applicant willing to administer project using the Department's Local Agency Program (check one)

Yes No

Status of sponsor/administrator's LAP certification: Currently certified Not certified

Applied for certification & pending review Planning to apply for certification

Other (explain) _____

Is resolution included with application? Yes No

A copy of the adopted resolution showing sponsor's (board or council) approval and support of project should be included with this application.

Board of County Commissioners
Escambia County, Florida

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Signature

Lumon J. May, Chairman

Name (please type or print)

Title

Date

Signature: N/A - See above

This should be executed by person who has signatory authority for sponsor and is authorized to obligate services and funds for that entity (generally chairman of the board or council).

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 2/13/13

2. Project Description

This project will install paved shoulders along both sides of Bauer Rd in Escambia County. The project length is approximately 1.29 miles and begins at Sorrento Rd (SR-292) and ends at Gulf Beach Hwy (CR-292A). This project will connect to existing paved shoulders on Gulf Beach Hwy and will terminate at the entrance to Grand Lagoon State Park.

The existing 100 feet of county right-of-way will be adequate to construct this project. No ROW acquisition is expected. The ROW was deeded to Escambia County from FDOT according to Right-Of-Way Map section 48505-2601 for Bauer Rd (CR-293).

No previous work phases have been completed for this project.

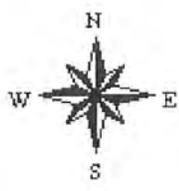
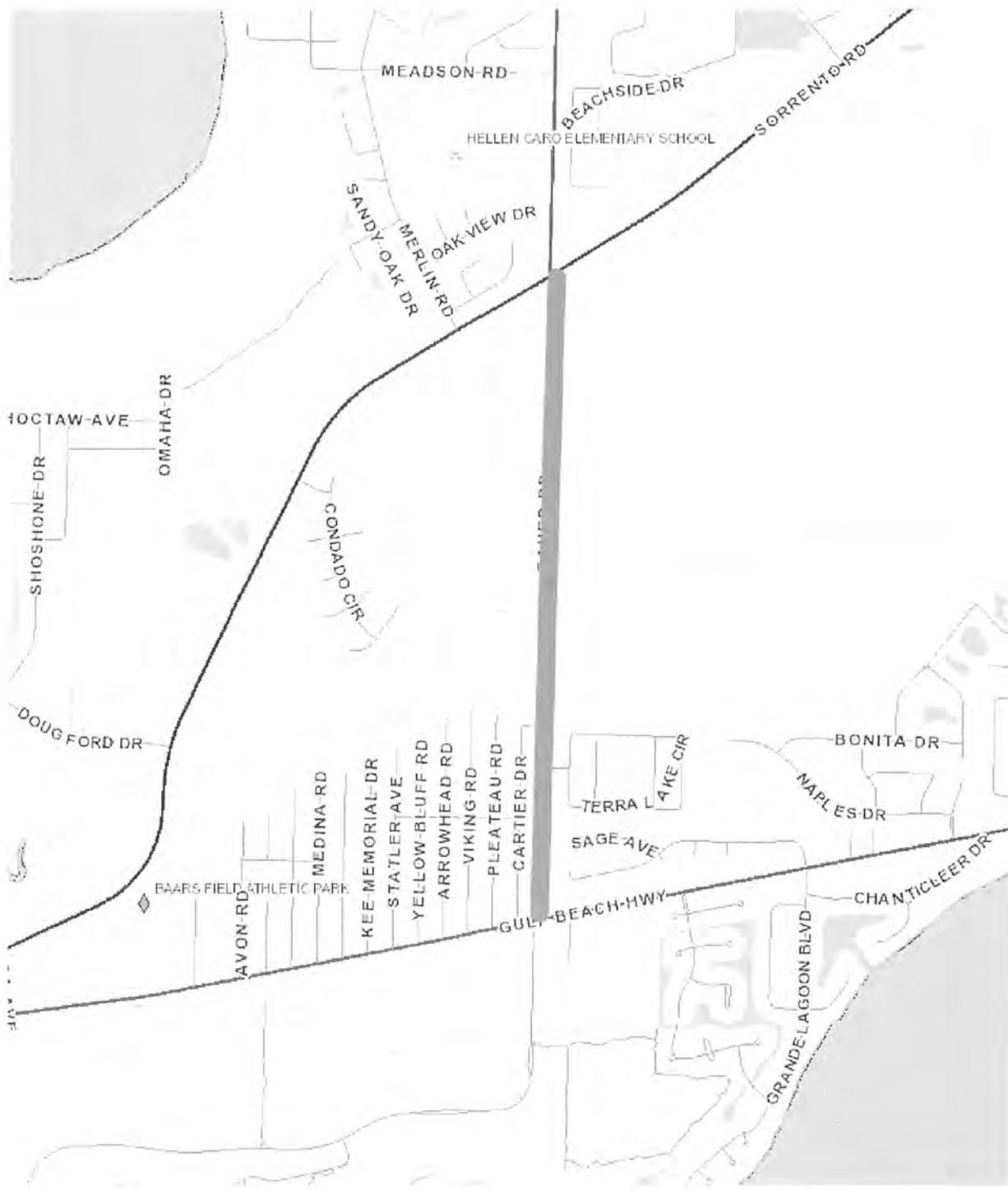
3. Project Implementation Information

Escambia County will administer design, construction and construction engineering and inspection phases through the Local Agency Program. Professional services and construction contracts will be awarded in accordance with local, state and federal rules.

The Escambia County Board of County Commissioners has issued a resolution of support for this project.

Escambia County will continue to own and will be responsible for maintenance of the completed sidewalks.

Dredge and fill permits may be required.



Bauer Rd Paved Shoulders



Printed: Mar 25, 2014

**DISTRICT 3 TRANSPORTATION ALTERNATIVE PROGRAM
APPLICATION INFORMATION AND APPLICANT CHECKLIST
(Please provide a copy with application submittal)**

Application Information Bauer Road Paved Shoulders, Escambia County

Choose one.

- This is a new application.
- This application is an update to a previously submitted application.
- This application is for another phase of a previously submitted application.

Choose applicable Area Type.

- Project is within a Metropolitan Planning Area.
 - If project is within a Metropolitan Planning Area, is application being submitted through the appropriate TPO?
 - Is proposed project included in the appropriate TPO's Transportation Improvement Program (TIP).
 - Has a copy of the TIP been included showing inclusion and priority ranking.
 - Is project being submitted in the TPO's allotted biannual cycle year?
 - Is project being submitted by the TPO's due date?
- Project is not located within a Metropolitan Planning Area.
 - If project is not within a Metropolitan Planning Area is it being submitted directly to the FDOT District 3 Transportation Alternative Program Coordinator?
 - Has the sponsor's priority ranking for previously eligible but unfunded and proposed transportation alternative program projects been included in submittal?
 - Is project being submitted prior to May 1st?

Applicant Checklist

Go to MAP-21 info and websites for latest information, eligible activities, and criteria. TAP guidance may be accessed at: <http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm>

- X Is project title brief, and does it reflect the location of the project and the type of work being requested?
- X Does the project have a qualifying sponsor?
- X Has contact information been entered and an e-mail address supplied for the coordination necessary while processing the application?
Note: If applicant has used an outside source (such as a consultant) to prepare the application, and the consultant's name is used as the contact person, any time they spend coordinating with reviewers may be billed to the applicant (depending upon contract stipulations).
- Has the name of applicant been supplied (if other than project sponsor)?
- X Does the proposed project meet eligibility criteria in FHWA TAP Guidance?
- X Did you provide a brief and concise description of the proposed project with a thorough explanation of proposed project, location, termini, which side of roadway, widths, and lengths (if applicable)?
- X Did you select the types of work activities where funding is being requested?
- X Is a location map (8.5" x 11") provided with identifiable boundaries of the general area and termini clearly noted?
- X Have special characteristics of the project been identified?
- X Have typical section drawings been included where applicable?
- X Has right-of-way ownership been identified and verified that it is in public use?
 - If right-of-way is not in public ownership, is there a long-term lease agreement or a deed restriction currently in place that protects the investment of funds for the expected useful life of the project?
 - If application requires right-of-way acquisition, is amount and other information included?
Note: The status of right-of-way issues may be a consideration in the selection and implementation of transportation alternative program projects.
- X Have previous work phases or work in progress been identified where applicable?

- X Have permits that will be required been identified?
 - Have you noted any prior coordination with permitting agencies?
 - Have you provided specifics of any prior coordination with permitting agencies (if applicable) detailing any problem areas as well as positive feedback?
- X If project is not on a state roadway, did you agree to perform & administer project using the LAP process and identify the status of LAP Certification?
 - Have you included copies of letters of support from public sources?
 - Have you included copies of letters of support from private sources?
- X Is project consistent with appropriate local comprehensive land use and transportation plans?
- X Where applicable (such as bike & pedestrian facilities), did you include a copy of support documentation from the Local Government Comprehensive Plan or Regional Plan showing support for bike/ped facilities?
- X Did you describe the proposed ownership and maintenance responsibilities for the project when it is completed?
- X Did you provide a cost estimate with estimated funds needed for each requested work activity.
Note: If your project is far enough along in the planning stage that you have detailed estimates, please provide them also.
- X Did you include a total amount of funding needed for the project and amounts and percentages to be provided by FDOT, local, and other sources?
- X Has the Certification of project Sponsor been executed by the appropriate person with signatory authority?
Note: Certification of Project Sponsor must be signed by the appropriate person that is authorized to obligate services and funds and has been delegated legal signatory authority for the appropriate applicant/sponsor (generally chairman of the commission or council).
- X Have you included an adopted resolution of support from the project sponsor, which has been signed by the appropriate person with signatory authority?

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT 3 APPLICATION
TRANSPORTATION ALTERNATIVE PROGRAM PROJECTS

Date: March 24, 2014 TPO (If Applicable): Florida-Alabama TPO

Project Title: Dog Track Rd (CR-297) Paved Shoulders

Project Sponsor Escambia County Board of County Commissioners

According to 23 USC 213(c)(4)(B) a project sponsor may be a local government; regional transportation authority; transit agency; natural resource or public land agency; school district, local education agency, or school; tribal government; or other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than a metropolitan planning organization or a state agency) that the State determines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.

Contact Thomas Brown, Jr Title Transportation Planner

Address 3363 West Park PL, Pensacola, FL 32505

Phone 850-595-3404 Fax 850-595-3405

e-mail address: thomas_brown@co.escambia.fl.us

Priority (relative to other applications submitted by the Project Sponsor). _____

Name of Applicant (If other than Project Sponsor): _____

1. Qualifying Transportation Alternatives Activities:

Check the Transportation Alternatives Program (TAP) activity that the proposed project will address. **(NOTE: Checking all activities possible does not ensure or increase eligibility. Each activity checked must meet all criteria required by FHWA.**

For more information from FHWA go to: <http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm>

_____ Construction, Planning, and Design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990

X Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs

_____ Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users

_____ Construction of turnouts, overlooks, and viewing areas

_____ Community improvement activities, including:

- o Inventory, control, or removal of outdoor advertising;
- o Historic preservation and rehabilitation of historic transportation facilities;
- o Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
- o Archaeological activities relating to impacts from implementation of a transportation project eligible under 23 USC.

_____ Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:

- Address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff including activities described in 23 USC 133(b)(11), 328(a) and 329; or
- Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

_____ The Recreational Trails Program under 23 USC 206 – Contact Alexandra Weiss at Department Of Environmental Protection, Office of Greenways and Trails (850) 245-2052, toll-free at 1-877-822-5208, or email Alexandra.Weiss@dep.state.fl.us

_____ Safe Routes to School Projects – A separate application (FDOT Form # 500-000-30) must be submitted. This form may be accessed at:

<http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5>

Contact Alicia Brininger at (850) 330-1550 for further information.

_____ Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

2. Project Description:

Use additional sheets as necessary to respond to the following:

- (a) Provide a clear and concise detailed description of the Transportation Alternatives project. For sidewalks and multi-use paths, include the preferred width and construction material, (i.e. concrete or asphalt surface). If the project is located parallel to a roadway include which side of roadway is proposed for the construction, and note any unique or special features that may be necessary which have been identified (such as boardwalks, bridges, drainage, guardrail, etc.).

- (b) What type of work is being proposed? (Check all that apply)

- _____ Planning Activities
- _____ Project Development and Environmental Studies
- X Engineering and Final Plans Preparation Work
- _____ Right of Way Acquisition
- X Construction
- X Construction Engineering and Inspection Activities

- (c) Where is the project located (and what is the project length and termini, if appropriate)? Include location map.
- (d) Summarize any special characteristics of project. Provide typical section drawings for appropriate projects.
- (e) Describe the project's existing right of way ownerships. This description shall identify when the right of way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys).
- (f) Describe any proposed right of way acquisition, including expected matching fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right of way.
- (g) Describe any related project work phases that are already complete or currently underway.
- (h) Other specific project information that should be considered.

3. Project Implementation Information:

Attach documentation as exhibits to this application.

- (a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's **Local Agency Program Manual (Topic No. 525-010-300)**.
- (b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).
- (c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.
- (d) Describe source of matching funds and any restrictions on availability.
- (e) Other specific implementation information that should be considered.

4. Project Cost:

If a more detailed breakdown of cost estimates is being provided, a sample cost estimates sheet is provided for your use.

Sample Construction Cost Estimate

For latest cost information go to:

<http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm>

What is the total estimated cost of the work requested to be funded as a transportation alternative project through this application?

Planning Activities.	\$ _____
Project Development and Environmental Studies.	\$ _____
Engineering and Final Plans Preparation Work.	\$ <u>42,909</u>
Right of Way Acquisition.	\$ _____
Construction.	\$ <u>357,574</u>
Construction Engineering and Inspection Activities.	\$ <u>35,757</u>
Other. (Describe)	\$ _____
TOTAL:	\$ <u>436,240</u>

How will the project be funded?

FDOT Transportation Alternative Funds \$ 436,240 + Local \$ 0 = Total \$ 436,240

FDOT Transportation Alternative Funds 100 % + Local 0 % = 100%

CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein described is supported by Escambia County BOCC,
(Project Sponsor)

and that said entity will: (1) provide any required funding match; (2) enter into a maintenance agreement with the Florida Department of Transportation; (3) comply with the **Federal Uniform Relocation Assistance and Acquisition Policies Act** for any Right of Way actions required for the project, and (4) support other actions necessary to fully implement the proposed project. I further certify that the estimated costs included herein are reasonable and understand that significant increases in these costs could cause the project to be removed from the Florida Department of Transportation work program.

If project is not located along a state roadway:

Is sponsor or applicant willing to administer project using the Department's Local Agency Program (check one)

Yes No

Status of sponsor/administrator's LAP certification: Currently certified Not certified

Applied for certification & pending review Planning to apply for certification

Other (explain) _____

Is resolution included with application? Yes No

A copy of the adopted resolution showing sponsor's (board or council) approval and support of project should be included with this application.

Board of County Commissioners
Escambia County, Florida

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Signature

Lumon J. May, Chairman
Name (please type or print)

Title

Date

Signature: N/A - See above

This should be executed by person who has signatory authority for sponsor and is authorized to obligate services and funds for that entity (generally chairman of the board or council).

Approved as to form and legal
sufficiency.

By/Title: Kathleen ACH

Date: 12/15/13

2. Project Description

This project will install paved shoulders along both sides of Dog Track Rd in Escambia County. The project length is approximately 2.06 miles and begins at Hwy 98 (SR-30) and ends at Blue Angel Pkwy (SR-173). This project will provide a designated bikeway on a popular loop bike route.

The existing 80 feet of county right-of-way will be adequate to construct this project. No ROW acquisition is expected. The ROW was deeded to Escambia County from FDOT according to Right-Of-Way Map section 48600-2601 for SR-296A in 1975.

No previous work phases have been completed for this project.

3. Project Implementation Information

Escambia County will administer design, construction and construction engineering and inspection phases through the Local Agency Program. Professional services and construction contracts will be awarded in accordance with local, state and federal rules.

The Escambia County Board of County Commissioners has issued a resolution of support for this project.

Escambia County will continue to own and will be responsible for maintenance of the completed sidewalks.

Dredge and fill permits may be required.

**DISTRICT 3 TRANSPORTATION ALTERNATIVE PROGRAM
APPLICATION INFORMATION AND APPLICANT CHECKLIST
(Please provide a copy with application submittal)**

Application Information Dog Track Rd Paved Shoulders, Escambia County

Choose one.

- X This is a new application.
- This application is an update to a previously submitted application.
- This application is for another phase of a previously submitted application.

Choose applicable Area Type.

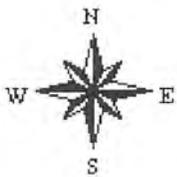
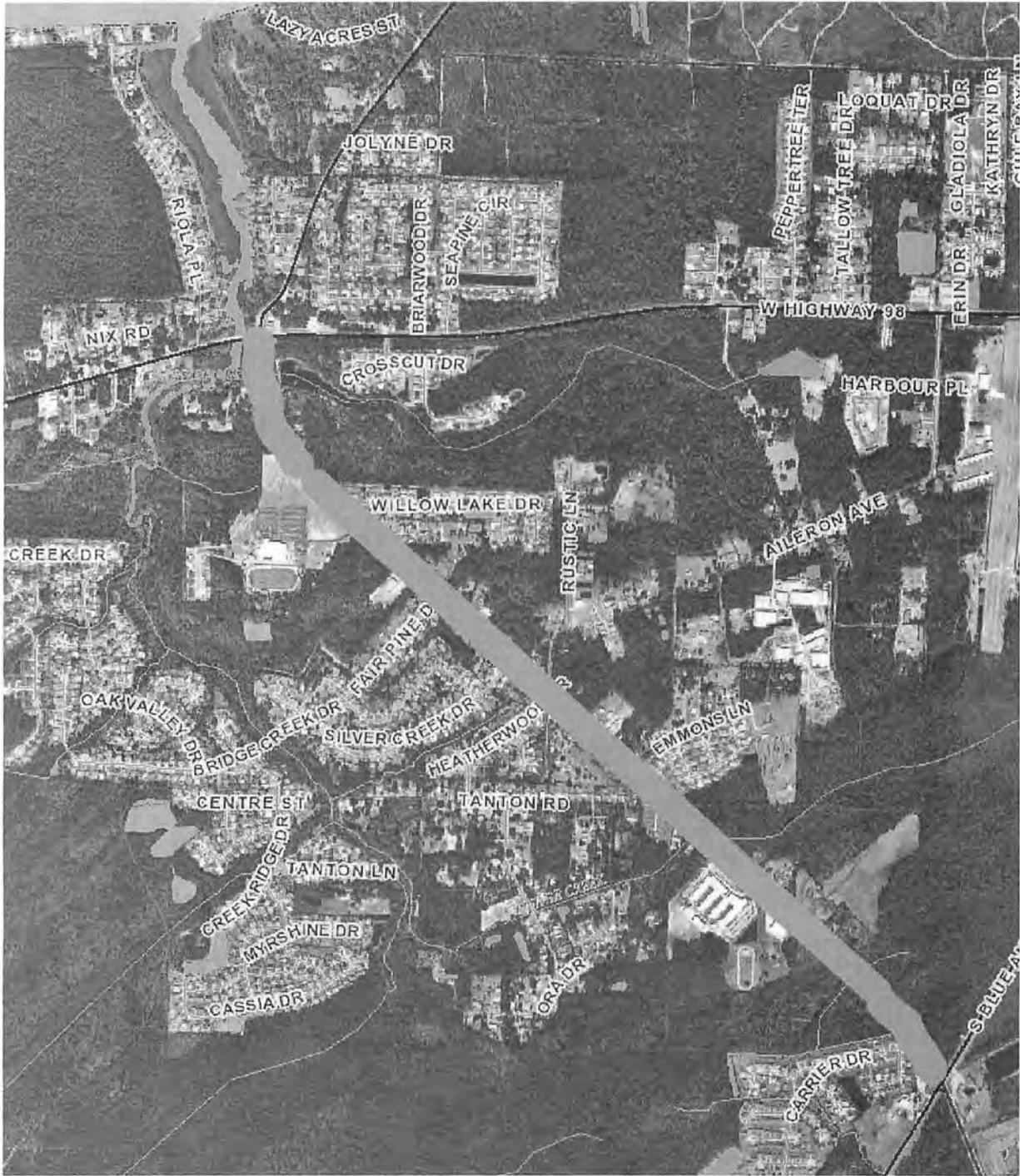
- X Project is within a Metropolitan Planning Area.
 - X If project is within a Metropolitan Planning Area, is application being submitted through the appropriate TPO?
 - Is proposed project included in the appropriate TPO's Transportation Improvement Program (TIP).
 - Has a copy of the TIP been included showing inclusion and priority ranking.
 - X Is project being submitted in the TPO's allotted biannual cycle year?
 - X Is project being submitted by the TPO's due date?
- Project is not located within a Metropolitan Planning Area.
 - If project is not within a Metropolitan Planning Area is it being submitted directly to the FDOT District 3 Transportation Alternative Program Coordinator?
 - Has the sponsor's priority ranking for previously eligible but unfunded and proposed transportation alternative program projects been included in submittal?
 - Is project being submitted prior to May 1st?

Applicant Checklist

Go to MAP-21 info and websites for latest information, eligible activities, and criteria. TAP guidance may be accessed at: <http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm>

- X Is project title brief, and does it reflect the location of the project and the type of work being requested?
- X Does the project have a qualifying sponsor?
- X Has contact information been entered and an e-mail address supplied for the coordination necessary while processing the application?
Note: If applicant has used an outside source (such as a consultant) to prepare the application, and the consultant's name is used as the contact person, any time they spend coordinating with reviewers may be billed to the applicant (depending upon contract stipulations).
 - Has the name of applicant been supplied (if other than project sponsor)?
- X Does the proposed project meet eligibility criteria in FHWA TAP Guidance?
- X Did you provide a brief and concise description of the proposed project with a thorough explanation of proposed project, location, termini, which side of roadway, widths, and lengths (if applicable)?
- X Did you select the types of work activities where funding is being requested?
- X Is a location map (8.5" x 11") provided with identifiable boundaries of the general area and termini clearly noted?
- X Have special characteristics of the project been identified?
- X Have typical section drawings been included where applicable?
- X Has right-of-way ownership been identified and verified that it is in public use?
 - If right-of-way is not in public ownership, is there a long-term lease agreement or a deed restriction currently in place that protects the investment of funds for the expected useful life of the project?
 - If application requires right-of-way acquisition, is amount and other information included?
Note: The status of right-of-way issues may be a consideration in the selection and implementation of transportation alternative program projects.
- X Have previous work phases or work in progress been identified where applicable?

- X Have permits that will be required been identified?
 - Have you noted any prior coordination with permitting agencies?
 - Have you provided specifics of any prior coordination with permitting agencies (if applicable) detailing any problem areas as well as positive feedback?
- X If project is not on a state roadway, did you agree to perform & administer project using the LAP process and identify the status of LAP Certification?
 - Have you included copies of letters of support from public sources?
 - Have you included copies of letters of support from private sources?
- X Is project consistent with appropriate local comprehensive land use and transportation plans?
- X Where applicable (such as bike & pedestrian facilities), did you include a copy of support documentation from the Local Government Comprehensive Plan or Regional Plan showing support for bike/ped facilities?
- X Did you describe the proposed ownership and maintenance responsibilities for the project when it is completed?
- X Did you provide a cost estimate with estimated funds needed for each requested work activity.
Note: If your project is far enough along in the planning stage that you have detailed estimates, please provide them also.
- X Did you include a total amount of funding needed for the project and amounts and percentages to be provided by FDOT, local, and other sources?
- X Has the Certification of project Sponsor been executed by the appropriate person with signatory authority?
Note: Certification of Project Sponsor must be signed by the appropriate person that is authorized to obligate services and funds and has been delegated legal signatory authority for the appropriate applicant/sponsor (generally chairman of the commission or council).
- X Have you included an adopted resolution of support from the project sponsor, which has been signed by the appropriate person with signatory authority?



Dogtrack Rd Paved Shoulders



Printed: Mar 24, 2014

Table 7 Tier V Priorities

Segment ID	Road Name	Road Name (Local)	From	To	County	Mode	Existing Modal LOS	Recommendations Facility Type	Total Cost	Benefit-Cost Index	Rank
1.0	CR 197D	12th Avenue	Cervantes Street	Fairfield Drive	Escambia	Bicycle	D	Detailed Corridor Study Needed	\$1,116,002	0.03	135B
7.0	SR 269	9th Avenue	Cervantes Street/US 90	Fairfield Drive/SR 295	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$1,045,069	0.05	114B
19.0	CR 194	Quinnette Road	Myrae Lane	Escambia County Line	Santa Rosa	Bicycle	E	Add Paved Shoulders (Major Regrading)	\$929,772	0.05	118B
20.0	CR 184	Hickory Hammock Road	CR 89	SR 87	Santa Rosa	Bicycle	D	Add Paved Shoulders (Major Regrading)	\$662,623	0.02	156B
20.0	CR 184	Hickory Hammock Road	CR 89	SR 87	Santa Rosa	Pedestrian	E	Add Sidewalk (Major Regrading)	\$1,159,932	0.01	185P
21.0	CR 184A	Berryhill Road	CR 197	SR 89	Santa Rosa	Bicycle	E	Add Paved Shoulders (Major Regrading)	\$1,666,020	0.03	131B
23.0	CR 197A	Woodbine Road	US 90/SR 10	CR 197/Chumuckla Highway	Santa Rosa	Bicycle	E	Add Paved Shoulders (Major Regrading)	\$740,228	0.05	116B
25.0	CR 197	Chumuckla Highway	Luther Fowler Road	Ten Mile Road	Santa Rosa	Bicycle	E	Add Paved Shoulders (Major Regrading)	\$885,486	0.03	137B
25.0	CR 197	Chumuckla Highway	Luther Fowler Road	Ten Mile Road	Santa Rosa	Pedestrian	E	Add Sidewalk (Major Regrading)	\$1,550,060	0.01	181P
27.0	CR 197	Chumuckla Highway	US 90/SR 10	CR 194/Quinnette Road	Santa Rosa	Bicycle	D	Add Paved Shoulders (Major Regrading)	\$676,552	0.04	139B
28.1	CR 293	Beaver Road	Meadow Rd	US 98	Escambia	Bicycle	E	Add Paved Shoulders (Major Regrading)	\$702,221	0.05	123B
35.0	CR 295A	Old Gerry Field Road	Barracass Avenue	Navy Boulevard	Escambia	Bicycle	D	Detailed Corridor Study Needed	\$572,187	0.05	115B
34.0	SR 296	Michigan Avenue & Beverly Parkway	Mobile Highway/SR 10A/US 90A	SR 65/Palafax Highway	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$1,686,189	0.03	141B
35.0	CR 297	Old Chemstrand Road	Chemstrand Road	US 29	Escambia	Pedestrian	D	Add Sidewalk (Major Regrading)	\$829,021	0.01	171P
41.0	CR 297	Dog Track Road	US 98	Blue Angel Parkway	Escambia	Bicycle	D	Add Paved Shoulders (Major Regrading)	\$413,891	0.03	138B
47.0	CR 399	Fort Pickens Road	Fort Pickens	La Caniba Drive	Escambia	Bicycle	D	Detailed Corridor Study Needed	\$1,352,443	0.02	147B
49.0	CR 399	Gulf Boulevard	Escambia County Line	Navarre Beach Causeway	Santa Rosa	Bicycle	D	Detailed Corridor Study Needed	\$1,659,816	0.00	155B
48.0	CR 399	Gulf Boulevard	Escambia County Line	Navarre Beach Causeway	Santa Rosa	Pedestrian	D	Add Sidewalk (Detailed Study Needed)	\$1,659,816	0.01	159P
49.1	CR 399	Navarre Beach Causeway	Gulf Boulevard	Navarre Beach Causeway	Santa Rosa	Pedestrian	D	Add Sidewalk (Detailed Study Needed)	\$718,781	0.01	163P
49.2	CR 399	Navarre Beach Causeway	S End of N Bridge	SR 30 (US 90/Navarre Parkway)	Santa Rosa	Bicycle	D	Detailed Corridor Study Needed	\$288,458	0.05	119B
50.0	CR 399	East Eby Boulevard	US 98	SR 87	Santa Rosa	Bicycle	D	Add Paved Shoulders (Major Regrading)	\$1,896,022	0.03	136B
60.0	CR 749	Chemstrand Road	Nine Mile Road	Old Chemstrand Road	Escambia	Bicycle	E	Add Paved Shoulders (Major Regrading)	\$791,364	0.05	113B
60.0	CR 89	Ward Basin Road	I-10	US 90	Santa Rosa	Bicycle	D	Add Paved Shoulders (Major Regrading)	\$553,181	0.02	149B
67.0	CR 95A	Old Palfox Highway	Nine Mile Road	Old Chemstrand Road	Escambia	Bicycle	E	Add Paved Shoulders (Major Regrading)	\$688,482	0.05	121B
68.0	CR 95A	Old Palfox Highway	Old Chemstrand Road	US 29	Escambia	Pedestrian	D	Add Sidewalk (Major Regrading)	\$767,221	0.01	182P
74.0	SR 10A (US 90)	Mobile Highway	Nine Mile Road/SR 10/US 90A	FL-AL Urbanized Boundary (west of Beulah Road)	Escambia	Pedestrian	D	Add Sidewalk (Major Regrading)	\$901,154	0.01	194P
75.0	SR 10A (US 90)	Mobile Highway	FL-AL Urbanized Boundary (west of Beulah Road)	Pine Forest Road/SR 297	Escambia	Pedestrian	E	Add Sidewalk (Major Regrading)	\$1,950,637	0.01	178P
87.1	SR 10A (US 90)	Scenic Highway	Baybrook Dr	Nine Mile Road/SR 10/US 90A	Escambia	Pedestrian	E	Add Sidewalk (Detailed Study Needed)	\$2,865,665	0.01	174P
84.0	SR 10 (US 90)		SR 87S/Milton Road/FL-AL Urbanized Area Boundary	Ocalaosa County Line/FL-AL MPA Boundary	Santa Rosa	Pedestrian	D	Add Sidewalk (Major Regrading)	\$4,082,752	0.01	208P
94.0	SR 10 (US 90A)	Nine Mile Road	Alabama Line	SR 10A/Mobile Highway	Escambia	Pedestrian	D	Add Sidewalk (Major Regrading)	\$695,203	0.01	178P
96.0	SR 10 (US 90A)	Nine Mile Road	FL-AL Urbanized Boundary (west of Beulah Road)	I-10 (SR 8)	Escambia	Pedestrian	D	Add Sidewalk (Major Regrading)	\$961,385	0.01	172P
106.0	SR 281	Avalon Boulevard	FL-AL Urbanized Boundary (west of Beulah Road)	FL-AL UAB (Mid-point of Garcon Point Bridge)	Santa Rosa	Pedestrian	D	Add Sidewalk (Detailed Study Needed)	\$2,052,309	0.01	210P
106.0	SR 281	Avalon Boulevard	FL-AL UAB (Midpoint of Garcon Point Bridge)	North end of Garcon Point Bridge	Santa Rosa	Pedestrian	D	Add Sidewalk (Major Regrading)	\$2,061,766	0.00	218P
106.1	SR 281	Avalon Boulevard	North end of Garcon Point Bridge	CR 181	Santa Rosa	Pedestrian	D	Add Sidewalk (Major Regrading)	\$950,835	0.01	186P
107.0	SR 281	Avalon Boulevard	CR 181	I-10/SR 8/FL-AL Urbanized Area Boundary	Santa Rosa	Pedestrian	E	Add Sidewalk (Major Regrading)	\$1,375,886	0.01	188P
121.0	SR 292	Sorrento Road	Doug Ford Drive	Blue Angel Parkway/SR 173	Escambia	Bicycle	E	Detailed Corridor Study Needed	\$2,019,206	0.03	140B
121.0	SR 292	Sorrento Road	Doug Ford Drive	Blue Angel Parkway/SR 173	Escambia	Pedestrian	F	Add Sidewalk (Detailed Study Needed)	\$4,039,412	0.01	160P
126.0	SR 292	Pass Boulevard	Cervantes Street/SR 10A/US 90	SR 98/Palafax Street	Escambia	Bicycle	D	Detailed Corridor Study Needed	\$1,262,595	0.05	120B



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6018

County Administrator's Report 12. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Residential Rehab Grant Program Funding and Lien Agreements

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Keith Wilkins, Community & Environment Department Director

That the Board ratify the following April 29, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning six Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following six Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Ellen J. Givens, the owner of residential property located at 539 South 2nd Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$2,500, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for reroofing;
2. The Agreements between Escambia County CRA and James C. and Jannie N. Hixon, the owners of residential property located at 828 Montclair Road, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$4,600, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, for roof and window replacement;
3. The Agreements between Escambia County CRA and Linda Hixon, the owner of residential property located at 1307 West Avery Street, Pensacola, Florida, in the Brownsville Redevelopment Area, each in the amount of \$3,545, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, for roof replacement and sewer connection;
4. The Agreements between Escambia County CRA and Barbara L. Larkin, the owner of residential property located at 2324 Grundy Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$2,367, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for septic replacement;

5. The Agreements between Escambia County CRA and Michael K. and Deborah A. Louie, the owners of residential property located at 113 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$975, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection; and

6. The Agreements between Escambia County CRA and ImSuk Thomas, the owner of residential property located at 106 Jamison Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$620, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

BACKGROUND:

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to promote private investment which will upgrade the appearance, property values, and economic activity on selected commercial corridors and residential properties.

On April 29, 2014, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and the aforementioned grant recipients. A rendering of each project is attached.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows:

Ellen J. Givens, 539 South 2nd Street, Warrington TIF, Cost Center 220516, in the amount of \$2,500

James C. and Jannie N. Hixon, Palafox TIF 220517, Cost Center 220517, in the amount of \$4,600

Linda Hixon, 1307 West Avery Street, Brownsville TIF, Cost Center 220515, in the amount of \$3,545

Barbara L. Larkin, 2324 Grundy Street, Warrington TIF, Cost Center 220516, in the amount of \$2,367

Michael K. and Deborah A. Louie, Barrancas TIF, Cost Center 220519, in the amount of \$975

ImSuk Thomas, 106 Jamison Street, Barrancas TIF, Cost Center 220519, in the amount of \$620

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Res Rehab_Givens

Res Rehab_J and J Hixon

Res Rehab_L Hixon

Res Rehab_Larkin

Res Rehab_Louie

Res Rehab_IThomas

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 29th day of April 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Ellen J. Givens, (the "Recipient"), owner of residential property located at 539 S. 2nd Street, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$2,500**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,500**, which shall be comprised of a cash contribution of **\$2,500**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **29th day of April 2014**, and the Project shall be complete on or before the **29th day of July 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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 that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Max Rogers, AICP
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Ellen J. Givens
539 S. 2nd Street
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. 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.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: Kathleen HCA
Date: 4/17/14

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient: Ellen J. Givens
Ellen J. Givens, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of April, 2014 by Ellen J. Givens, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.
6152-210-44-529-U

(Notary Seal)

Maxwell Rogers
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public



EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Ellen J. Givens
Property Address: 539 S. 2nd Street, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Reroofing.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Ellen J. Givens

Address of Property
539 S. 2nd Street
Pensacola, FL 32507

Property Reference No.
51-2S-30-7062-030-037

Total Amount of Lien

\$2,500

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient: Ellen J. Givens
Ellen J. Givens, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of April, 2014 by Ellen J. Givens, Property Owner. She () is personally known to me of (X) has produced FL Drivers Lic. as identification.
6152-216-44-529-0

Maxwell Rogers
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)



For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Max Rogers
Date: 4/1/14



Reroofing

539 S. 2nd Street. – Ellen J. Givens

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 29th day of April 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and James C. and Jannie N. Hixon, (the "Recipient(s)"), owner of residential property located at 828 Montclair Road, Pensacola, Florida, 32505.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$4,600**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$4,600**, which shall be comprised of a cash contribution of **\$4,600**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **29th** day of **April 2014**, and the Project shall be complete on or before the **29th** day of **July 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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 that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Zakkiyyah Osuigwe, Dev. Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):

James C. and Jannie N. Hixon
828 Montclair Road
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. 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.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: KHmal/ACA
Date: 3/20/14

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

James C. Hixon
James C. Hixon, Property Owner
Jannie N. Hixon
Jannie N. Hixon, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of March, 2014 by James C. Hixon, Property Owner. He () is personally known to me or () has produced FLDL H250...044-0 as identification.

The foregoing instrument was acknowledged before me this 24th day of March, 2014 by Jannie N. Hixon, Property Owner. She () is personally known to me or () has produced FLDL H250-509-0 as identification.

Zakkiyyah Q. Osuigwe
Signature of Notary Public
Zakkiyyah Q. Osuigwe
Printed Name of Notary Public

(Notary Seal)



ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): James C. and Jannie N. Hixon
Property Address: 828 Montclair Road, Pensacola, Florida, 32505

The "Project" includes the following improvement to the above referenced property:

Roof and Windows Replacement.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s) <u>James C. and Jannie N. Hixon</u>	Address of Property <u>828 Montclair Road</u> <u>Pensacola, FL 32505</u>	Property Reference No. <u>10-2S-30-1000-020-021</u>
--	---	--

Total Amount of Lien **\$4,600**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

James C. Hixon
James C. Hixon, Property Owner
Jannie N. Hixon
Jannie N. Hixon, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of March, 2014 by James C. Hixon, Property Owner. He () is personally known to me or () has produced FLDL H250-044-0 as identification.

The foregoing instrument was acknowledged before me this 24th day of March, 2014 by Jannie N. Hixon, Property Owner. She () is personally known to me or () has produced FLDL H250-509-0 as identification.

 ZAKKIYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

(Notary Seal)

Zakkiyah Q. Osuigwe
Signature of Notary Public
Zakkiyah Q. Osuigwe
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

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

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

This instrument prepared by:
Zakkiyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Zakkiyah Q. Osuigwe
Date: 3/20/14



Roof & Window Replacement

828 Montclair Road – James & Jannie Hixon

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 29th day of April 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Linda Hixon, (the "Recipient"), owner of residential property located at 1307 W. Avery Street, Pensacola, Florida, 32501.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$3,545**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$3,545**, which shall be comprised of a cash contribution of **\$3,545**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **29th** day of **April 2014**, and the Project shall be complete on or before the **29th** day of **July 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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 that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Max Rogers, AICP
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Linda Hixon
2404 Ursula Lane
Pensacola, FL 32526

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. 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.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 3/20/14

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

[Signature]
Linda Hixon, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of March, 2014 by Linda Hixon, Property Owner. She () is personally known to me or () has produced US. Veteran Affairs ID CARD as identification.



[Signature]
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Linda Hixon**

Property Address: **1307 W. Avery Street, Pensacola, Florida, 32501**

The "Project" includes the following improvement to the above referenced property:

Roof Replacement and Sewer Connection.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name <u>Linda Hixon</u>	Address of Property <u>1307 W. Avery Street</u> <u>Pensacola, FL 32501</u>	Property Reference No. <u>17-2S-30-1000-006-003</u>
---	---	---

Total Amount of Lien **\$3,545**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Linda Hixon

Linda Hixon, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of March, 2014 by Linda Hixon, Property Owner. She () is personally known to me or () has produced US Veteran Affairs ID CARD as identification.

[Signature]
Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency

By/Title: [Signature] ACA
Date: 3/20/14



Roof Replacement & Sewer Connection

1307 West Avery St – Linda Hixon

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 29th day of April 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Barbara L. Larkin, (the "Recipient"), owner of residential property located at 2324 Grundy St., Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$2,367**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,367**, which shall be comprised of a cash contribution of **\$2,367**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **29th** day of **April 2014**, and the Project shall be complete on or before the **29th** day of **July 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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 that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Max Rogers, AICP
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Barbara L. Larkin
2324 Grundy Street
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. 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.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 3/26/14

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

[Signature]
Barbara L. Larkin, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of March, 2014 by Barbara L. Larkin, Property Owner. She () is personally known to me or () has produced FL Drivers Lic. as identification.
L 625-072-31-929-0

(Notary Seal)

[Signature]
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public



EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Barbara L. Larkin

Property Address: 2324 Grundy Street, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Septic Replacement.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Barbara L. Larkin

Address of Property
2324 Grundy Street
Pensacola, FL 32507

Property Reference No.
35-2S-31-1000-011-081

Total Amount of Lien

\$2,367

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Barbara L. Larkin
Barbara L. Larkin, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of March, 2014 by Barbara L. Larkin, Property Owner. She () is personally known to me or () has produced FL Drivers Lic. as identification.
L625-072-31-929-0

[Signature]
Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency

By/Title: [Signature]
Date: 3/26/14



Septic Replacement

2324 Grundy Street – Barbara L. Larkin

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 29th day of April 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Michael K. and Deborah A. Louie, (the "Recipient(s)"), owner of residential property located at 113 Lakewood Road, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Districts; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$975**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$975**, which shall be comprised of a cash contribution of **\$975**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **29th** day of **April 2014**, and the Project shall be complete on or before the **29th** day of **July 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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 that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Zakkiyyah Osuigwe, Dev. Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):

Michael K. and Deborah A. Louie
113 Lakewood Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. 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.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 3/28/14

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):
Michael K Louie
Michael K. Louie, Property Owner
Deborah A Louie
Deborah A. Louie, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31st day of March, 2014 by Michael K. Louie, Property Owner. He () is personally known to me or (X) has produced LO00 ... 260-0 as identification.

The foregoing instrument was acknowledged before me this 31st day of March, 2014 by Deborah A. Louie, Property Owner. She () is personally known to me or (X) has produced LO00 ... 728-0 as identification.

(Notary Seal)



ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

[Signature]
Signature of Notary Public
Zakkiyyah Osuigwe
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Michael K. and Deborah A. Louie

Property Address: 113 Lakewood Road, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Sanitary Sewer Connection.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Michael K. and Deborah A. Louie</u>	<u>113 Lakewood Road</u> <u>Pensacola, FL 32507</u>	<u>59-2S-30-1000-020-001</u>

Total Amount of Lien **\$975**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Michael K. Louie
Michael K. Louie, Property Owner
Deborah A. Louie
Deborah A. Louie, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31st day of March, 2014 by Michael K. Louie, Property Owner. He () is personally known to me or () has produced LD00 ... 260-D as identification.

The foregoing instrument was acknowledged before me this 31st day of March, 2014 by Deborah A. Louie, Property Owner. She () is personally known to me or () has produced LD00 ... 728-D as identification.

Zakkiyyah Q. Osuigwe
Signature of Notary Public

(Notary Seal)  ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

Zakkiyyah Osuigwe
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: K. H. ...
Date: 3/28/14



Sanitary Sewer Connection

113 Lakewood Road – Michael K. and Deborah A. Louie

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 29th day of April 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and ImSuk Thomas, (the "Recipient"), owner of residential property located at 106 Jamison Street, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$620**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$620**, which shall be comprised of a cash contribution of **\$620**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **29th** day of **April 2014**, and the Project shall be complete on or before the **29th** day of **July 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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 that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):

ImSuk Thomas
106 Jamison Street
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. 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.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 3/20/14

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient: [Signature]
_____ **ImSuk Thomas, Property Owner**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of March, 2014 by ImSuk Thomas, Property Owner. She () is personally known to me or () has produced FLDLT520..9168.D as identification.



ZAKKIYAH Q. OSUIGWE
MY COMMISSION # FF 054103
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

[Signature]

Signature of Notary Public
Zakkiyah Osuigwe

Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): ImSuk Thomas

Property Address: 106 Jamison Street, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Sanitary Sewer Connection.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s) <u>ImSuk Thomas</u>	Address of Property <u>106 Jamison Street</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-5010-001-021</u>
--	---	--

Total Amount of Lien **\$620**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: [Signature]
ImSuk Thomas, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of March, 2014 by ImSuk Thomas, Property Owner. She () is personally known to me or () has produced FLDL T520... 968-0 as identification.

[Signature]
Signature of Notary Public
Zakkiyyah Osuigwe
Printed Name of Notary Public

(Notary Seal)

ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: [Signature] ACA
Date: 3/25/14



Sanitary Sewer Connection

106 Jamison St – Im Suk Thomas



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6019

County Administrator's Report 12. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Cancellation of Residential Rehab Grant Program Liens

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Cancellation of Eight Residential Rehab Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following April 29, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program:

A. Approving the following eight Lien cancellations, as the recipients have met their Grant requirements:

Property Owner	Address	Amount
Edrina L. Brown	132 Marine Drive	\$1,238
Trevor J. Hall	420 South 1st Street	\$6,000
Richard C. and Anita G. Hyder	123 Southeast Gilliland Road	\$ 650
Karen S. Kriegel	2 Victoria Place	\$2,400
Clara A. Speigle	102 Milton Road	\$ 857
Randall S. and Clara A. Speigle	100 Milton Road	\$ 845
Randal S. Speigle	106 Milton Road	\$ 870
Robert M. Tarter	203 Marine Drive	\$1,050

B. Authorizing the Chairman to execute the Cancellation of Lien documents.

BACKGROUND:

The aforementioned property owners have satisfied the one-year compliance with the Grant Program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

PERSONNEL:

Community and Environment Department/Community Redevelopment Agency (CED/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien cancellations.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for each owner.

Attachments

LienCancellation_EBrown

Lien Cancellation THall

LienCancellation_Hyder

Lien Cancellation_Kriegel

LienCancellation_CSpiegle

LienCancellationRSpeigle

LienCancellation_RandCSpeigle

LienCancellation_Tarter

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$1,238, executed by Edrina L. Brown and recorded in Official Record Book 7000 at pages 170, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 3/26/14

2/21/2013/CAR JE-15

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s) <u>Edrina L. Brown</u>	Address of Property <u>132 Marine Drive</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-5010-028-019</u>
--	---	---

Total Amount of Lien **\$1,238**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Residential Rehab Grant Program, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: *Offuttia*

Date: *2/25/2013*

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

[Signature]
Edrina L. Brown, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of January, 2013 by Edrina L. Brown, Property Owner. He (She) is personally known to me or has produced FLC 13650, #2... as identification.

(Notary Seal)



[Signature]
Signature of Notary Public
Clara F Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: [Signature]
Gene M. Valentino, Chairman

Date Executed: February 22, 2013

BCC Approved: 02-21-2013

ATTORNEY **DAM CHILDERS**
Clerk of the Circuit Court
SEAL BY [Signature]
Deputy Clerk

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: [Signature]
Title: [Signature]
Date: 1/18/13

STATE OF FLORIDA
COUNTY OF ESCAMBIA

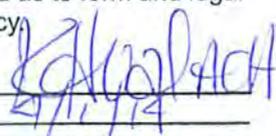
CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$6,000**, executed by **Trevor J. Hall** and recorded in Official Record Book **6991** at pages **1770**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

Approved as to form and legal
sufficiency:

By/Title: _____

Date: _____



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

Lumon J. May, Chairman

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

By: _____

Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Zakkiyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

4/22/2010 CAR11-12

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhoods/Community Services Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Trevor J. Hall

Address of Property
420 South 1st Street
Pensacola, FL 32507

Property Reference No.
51-2S-30-7062-030-034

Total Amount of Lien

\$6,000

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Residential Rehab Grant Program, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013020173 03:25:2013 at 08:25 AM
OFF REC BK 6991 PG 1770 - 1771 Doc Type L
RECORDING \$13.50

Verified By: *K. Ward*
Date: *4/23/10*

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Trevor J. Hall
Trevor J. Hall, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of March, 2010 by Trevor J. Hall, Property Owner. (He/She) is personally known to me or has produced FLC H400....., 249.0 as identification.

(Notary Seal)

LARA F. LONG
Notary Public-State of FL
Comm. Exp. June 4, 2010
Comm. No. DD 559739

Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

This document approved as to form and legal sufficiency.

By: Justin Hud
Title: ACA
Date: 3/18/10

For: **Escambia County
Community Redevelopment Agency**

By: Grover C. Robinson, IV
Grover C. Robinson, IV, Chairman

BCC Approved: 04-22-10

Date Executed

4/22/2010



ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: Sorist Harris
Deputy Clerk

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Neighborhoods/Community Services Bureau
221 Palafox Place, Suite 305, Pensacola, FL 32502
H:\WESD\CRA\GRANTS\Grant Agreements\2010\res rehab grant_Hall_042010.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$650, executed by Richard C. and Anita G. Hyder and recorded in Official Record Book 6994 at pages 282, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Zakkiyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: Kellie A. [Signature]
Date: 3/26/14

2/21/2013 CAR II-14

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s) <u>Richard C. and Anita G. Hyder</u>	Address of Property <u>123 Southeast Gilliland Road</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-6090-503-024</u>
--	---	---

Total Amount of Lien **\$650**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: *Attavia*

Date: *2/25/2013*

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipients:

Richard C. Hyder

Richard C. Hyder, Property Owner

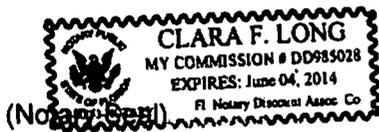
Anita G. Hyder

Anita G. Hyder, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of January, 2013 by Richard C. Hyder, Property Owner. He () is personally known to me or () has produced FLC H360... SS 0 as identification.

The foregoing instrument was acknowledged before me this 16th day of January, 2013 by Anita G. Hyder, Property Owner. She () is personally known to me or () has produced FLC H360... SS 0 as identification.



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Gene M. Valentino
Gene M. Valentino, Chairman

Date Executed: February 22, 2013

BCC Approved: 02-21-2013



PAM CHILDERS
Clerk of the Circuit Court

By: Doris Harris
Deputy Clerk

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: [Signature]
Title: [Signature]
Date: 1/15/13

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$2,400**, executed by **Karen S. Kriegel** and recorded in Official Record Book **6995** at pages **1902**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Zakkiyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: *[Signature]*
Date: 3/26/14

2/21/2013 PART-13

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s) <u>Karen S. Krlegel</u>	Address of Property <u>2 Victoria Place</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-5015-035-001</u>
---	---	---

Total Amount of Lien \$2,400

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Residential Rehab Grant Program, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: *Kthuma*

Date: *2/25/2013*

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

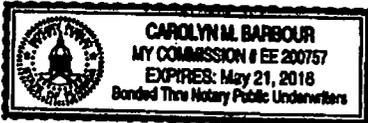
Karen S. Kriegel
Karen S. Kriegel, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of January, 2013 by Karen S. Kriegel, Property Owner. He/She () is personally known to me or () has produced FL D.L. K24-517 as identification.

(Notary Seal)

Carolyn M. Barbour
Signature of Notary Public
Carolyn M. Barbour
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: Gene M. Valentino
Gene M. Valentino, Chairman

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



Doris Harris
Deputy Clerk

Date Executed: February 22, 2013

BCC Approved: 02-21-2013

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency:

By: Kristina Deal
Title: AEA
Date: 1/18/13

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$857**, executed by **Clara A. Speigle** and recorded in Official Record Book **6991** at pages **1772**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency

By/Title: Alvin Holt

Date: 3/26/14

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name <u>Clara A. Speigle</u>	Address of Property <u>102 Milton Road</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-5012-024-027</u>
---	---	--

Total Amount of Lien \$857

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Residential Rehab Grant Program, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013020174 03 25 2013 at 08:25 AM
OFF REC BK 6991 PG: 1772 - 1773 Doc Type: L
RECORDING \$15.50

Verified By: *D. Harris*
Date: 1/18/2013

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Clara A. Speigle
Clara A. Speigle, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of December, 2012 by Clara A. Speigle, Property Owner. He/She () is personally known to me or () has produced PLC # S124 as identification.



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Gene M. Valentino
Gene M. Valentino, Chairman

ATTORNEY **FRANK CHILDERS**
Clerk of the Circuit Court
Debra Harris
Deputy Clerk



Date Executed: 1-17-2013

BCC Approved: 01-17-2013

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: Christina
Title: ACA
Date: 12/7/12

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$870, executed by Randall S. Speigle and recorded in Official Record Book 6991 at pages 1776, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Zakkiyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: Kelly D. Agit
Date: 3/26/14

ESCAMBIA COUNTY
CLERK'S ORIGINAL
1/17/2013 CAR II-B

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Randall S. Speigle

Address of Property
106 Milton Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-5012-022-027

Total Amount of Lien

\$870

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Residential Rehab Grant Program, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013020176 03 25 2013 at 08:25 AM
OFF REC BK: 6991 PG: 1776 - 1777 Doc Type: L
RECORDING: \$18.50

Verified By: *Attalus*
Date: 1/18/2013

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Randall S. Speigle
Randall S. Speigle, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of December, 2012 by Randall S. Speigle, Property Owner. He/She is personally known to me or has produced FLC 1024... 102... 0 as identification.



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Gene M. Valentino
Gene M. Valentino, Chairman



PAM CHILDERS
Clerk of the Circuit Court
Pam Childers
Deputy Clerk

Date Executed: 1-17-2013
BCC Approved: 01-17-2013

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.
By: [Signature]
Title: ACA
Date: 12/7/12

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$845**, executed by **Randall S. and Clara A. Speigle** and recorded in Official Record Book **6991** at pages **1774**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Zakkiyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: *K. Speigle ACH*
Date: *3/26/14*

ESCAMBIA COUNTY
CLERK'S ORIGINAL
1/17/2013 / CAR II-16

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s) <u>Randall S. and Clara A. Speigle</u>	Address of Property <u>100 Milton Road</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-5012-025-027</u>
---	--	--

Total Amount of Lien **\$845**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013020175 03/25/2013 at 08:25 AM
OFF REC BK 6991 PG 1774 - 1775 Doc Type: L
RECORDING \$18.50

Date: 1/18/2013
Verified By: Attawia

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient(s):

Randall S. Speigle
Randall S. Speigle, Property Owner

Clara A. Speigle
Clara A. Speigle, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of December, 2012 by Randall S. Speigle, Property Owner. He is personally known to me or has produced FLCS 124...62...0 as identification.

The foregoing instrument was acknowledged before me this 11th day of December, 2012 by Clara A. Speigle, Property Owner. She is personally known to me or has produced FLCS 124...60...0 as identification.



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Gene M. Valentino
Gene M. Valentino, Chairman

ATTORNEY **PAM CHILDERS**



Pam Childers
Deputy Clerk

Date Executed: 1-17-2013

BCC Approved: 01-17-2013

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: Kristin Hual

Title: ACA

Date: 12/7/12

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$1,050**, executed by **Robert M. Tarter** and recorded in Official Record Book **7002** at pages **114**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: Kathleen A. [Signature]
Date: 3/20/14

3/21/2013/CAR II-7

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s) <u>Robert M. Tarter</u>	Address of Property <u>203 Marine Drive</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-5010-012-022</u>
---	---	---

Total Amount of Lien **\$1,050**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Residential Rehab Grant Program, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: *D. H. ...*

Date: 3/25/2013

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

[Signature]
Robert M. Tarter, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of February, 2013 by Robert M. Tarter, Property Owner. He/She is personally known to me or has produced FL Lic 7636...52..0 as identification.

(Notary Seal)



[Signature]
Signature of Notary Public
Clara F Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: [Signature]
Gene M. Valentino, Chairman

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



[Signature]
Deputy Clerk

Date Executed: March 21, 2013

BCC Approved: March 21, 2013

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Att
Date: 2/21/13



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6020

County Administrator's Report 12. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Commercial Facade, Landscape and Infrastructure Grant Program Lien Cancellation

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien for 3700 North Palafox Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following April 29, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien for 3700 North Palafox Street:

A. Approving cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien for Underwood Group I, LLC, located at 3700 North Palafox Street, in the amount of \$10,000; and

B. Authorizing the Chairman to execute the Cancellation of Lien document.

BACKGROUND:

The aforementioned property owner has satisfied the one-year compliance with the Grant program.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Cancellation of Lien document as to form and legal sufficiency.

PERSONNEL:

Community and Environment Department/ Community Redevelopment Agency CED/CRA staff will coordinate and administer the Commercial Facade Grant Program.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval of the Commercial Facade Grant Program lien cancellations.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien.

Attachments

Lien Cancellation 3700 N Palafox

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$10,000**, executed by **Underwood Group I, LLC** and recorded in Official Record Book **7002** at pages **1872**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

Approved as to form and legal
sufficiency.

By/Title: K. Childers
Date: 3/31/14

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

2/21/2013/CAR II-12

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Underwood Group I, LLC</u>	<u>3700 North Palafox Street Pensacola, Florida 32507</u>	<u>05-2S-30-1002-000-062</u>

Total Amount of Lien \$10,000

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 2/25/2013 Verified By: *Attoria*

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: Underwood Group I, LLC

[Signature]
Robert Underwood, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of January, 2013 by Robert Underwood, Property Owner. He/She () is personally known to me or () has produced FLC 0536 - 11 as identification.

(Notary Seal)



[Signature]
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

This document approved as to form and legal sufficiency.

By: [Signature]
Title: [Signature]
Date: 1/15/13

For: **Escambia County Board of County Commissioners**
By: [Signature]
Gene M. Valentino, Chairman

Date Executed: February 22, 2013

BCC Approved: 02-21-2013

ATTEST TAM CHILDERS
ERNIE LEE MAGANA
Clerk of the Circuit Court
By: [Signature]
Deputy Clerk
SEAL
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA CO. FL

This instrument prepared by:
Clara Long, Urban Planner
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5980

County Administrator's Report 12. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: 2014 Neighborhood Renewal Initiative Mini-Grant Project Agreement with Warrington Neighborhood Watch Corporation

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 2014 Neighborhood Renewal Initiative Mini-Grant Agreement with Warrington Neighborhood Watch Corporation - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding the Community Development Block Grant (CDBG) funded Neighborhood Renewal Initiative Mini-Grant Agreement with Warrington Neighborhood Watch Corporation:

- A. Award a Neighborhood Renewal Initiative Mini-Grant Agreement, known as the New Chairs for Marie Ella Davis Community Center Project, in the maximum amount of \$500, for specific benefit of the Warrington Neighborhood Watch Corporation. The funds will assist the Association with costs of purchasing new chairs for the Marie Ella Davis Community Center, located at 16 Raymond Street, in the Warrington Redevelopment Area; and
- B. Authorize the Chairman or Vice Chairman to execute the Agreement and all related documents as required to implement the Project.

[Funding: Fund 129, 2011 CDBG, Cost Center 220439]

BACKGROUND:

The Escambia Consortium 2010-14 Consolidated Plan and the 2011 Annual Plan approved by the Board on August 24, 2011 (see **Exhibit I**), included a CDBG allocation for the Neighborhood Renewal Initiative Project targeting the County's designated Community Redevelopment Areas (Englewood, Brownsville, Warrington, Barrancas, and the Palafox Corridor). The mini-grant allows for small scale improvements of up to \$500 in the targeted redevelopment area without the requirement of volunteer match from the neighborhood. The 2014 proposal submitted by Warrington Neighborhood Watch Corporation along with the Agreement in **Exhibit II**, will target improvements in the Warrington Redevelopment Area. The proposal has been reviewed by the Community Redevelopment Agency (CRA) and Neighborhood Enterprise Foundation, Inc. (NEFI) staff. The \$500 maximum grant will assist the neighborhood association with the costs purchasing new chairs for the Marie Ella Davis Community Center to enhance community meetings and outreach activities.

BUDGETARY IMPACT:

The County's FY 2014 budget includes funding for the Neighborhood Renewal Initiative Project. The funds are budgeted in Fund 129/2011 CDBG Cost Center 220439.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

An agreement, mutually approved and executed, between the County and the project sponsor is required to provide for implementation of the project.

IMPLEMENTATION/COORDINATION:

Implementation oversight will be provided by NEFI and the CRA, in consultation with the project sponsor. The project requires coordination between Community & Environment Department, NEFI, CRA, and the project sponsor. The various participating agencies are aware of the content of this recommendation and the planned approval schedule.

Attachments

Exhibit I

Exhibit II

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

8. See Page 39.
9. See Page 40.
10. Taking the following action concerning approval of the Escambia Consortium 2010-2014 Consolidated Plan and the 2011 Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG – Cost Centers to be assigned):
 - A. Approving the Escambia Consortium 2010-2014 Consolidated Plan, providing goals, objectives, and strategies for housing, community development, and fair housing activities, during the period October 1, 2010, through September 30, 2015;
 - B. Approving the Escambia Consortium 2011 Annual Action Plan for Housing and Community Development, including the Escambia County 2011 Annual Plan, detailing use of 2011 Community Development Block Grant (CDBG) funds, in the amount of \$1,883,282; 2011 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,576,794; and 2011 Emergency Shelter Grant (ESG) Program funds, in the amount of \$91,599; and
 - C. Authorizing the County Administrator to execute all Escambia Consortium 2010-2014 Consolidated Plan and 2011 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development (HUD), and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2011 CDBG, 2011 HOME, and 2011 ESG Programs.

UPDATED: JUNE 2, 2011 (Per HUD)

**PUBLIC NOTICE
ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY**

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2011/2012 Annual Housing and Community Development Plan for the period October 1, 2011 - September 30, 2012. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2011/2012 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Shelter (Solutions) Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the local median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2011 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing Department
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

County Administrator's Office
Escambia County Courthouse
Fourth Floor
221 Palafox Place
Pensacola, Florida

Neighborhood Enterprise
Foundation, Inc. (NEFI)
3420 Barrancas Avenue
Pensacola, Florida

County Administrator's Office
Santa Rosa County Administrative Complex
6495 South Caroline Street
Milton, Florida

Pensacola Regional Library
Reference Desk/Second Floor
200 West Gregory Street
Pensacola, Florida

**ESCAMBIA CONSORTIUM, FLORIDA
ANNUAL ACTION PLAN SUMMARY
(October 1, 2011 - September 30, 2012)**

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2011 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Shelter Grant (ESG) funding in the total amount of **\$4,434,784** which is detailed as follows. (The program allocations utilized for this Plan are based on estimates provided by HUD. The actual final allocations may vary to some degree from that cited below):

UPDATED: JUNE 2, 2011 (Per HUD)

**ESCAMBIA COUNTY
2011/2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION**

HOUSING REHABILITATION:

FUNDING:

Housing Rehabilitation Program (General)

\$595,500*

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 11 substandard homeowner occupied units, sanitary sewer connection assistance for approximately 20 units and related program operating costs. Funds may also be used to provide energy improvements, weatherization and storm protection/mitigation improvements, such as insulation, hurricane shutters/film, rated windows, lead based paint assessment and abatement, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

TEMPORARY RELOCATION:

\$20,000

Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

\$338,148

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program.

Escambia County Community Redevelopment Agency

\$20,000

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing

\$18,500

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:

Brownfields Community Redevelopment Project

\$200,000

Funds allocated for this activity will be used in conjunction with currently allocated prior year CDBG funds to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites and are located within the County's Community Redevelopment Areas (including the Palafox Corridor, Warrington, Brownsville, Barrancas, and Englewood), the City of Pensacola's Community Redevelopment Areas, and/or the County or City's designated Enterprise Zones. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs and/or

UPDATED: JUNE 2, 2011 (Per HUD)

public infrastructure related development expenses. Activities will be closely coordinated with the County's ongoing EPA and any other Brownfields Redevelopment Program and the State of Florida's Programs. (Limited to areas of slum and blight or Enterprise Zones as designated by Escambia County or the State of Florida in accordance with Florida law).

PUBLIC SERVICES:

Council on Aging of West Florida, Inc. **\$47,000**
Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 2,000 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

CRA/Neighborhood Restoration Program **\$175,000**
Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas, as well as County's Enterprise Zone.

DEMOLITION/CLEARANCE

Demolition/Clearance of Unsafe Structures or Properties **\$30,000**
Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas and Palafox Corridor Community Redevelopment Areas.

PUBLIC FACILITIES AND IMPROVEMENTS:

Fire Hydrants/Water Main Upgrade **\$151,500**
Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project **\$50,000**
Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

Community Redevelopment Facade Improvement Program **\$10,000**
Funds will support matching grants not to exceed \$25,000 per commercial business for exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (including Warrington, Barrancas, Brownsville, Englewood and the Palafox Corridor), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements **\$225,095**
Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to

UPDATED: JUNE 2, 2011 (Per HUD)

projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Warrington, Brownsville, Englewood, Palafox Corridor and Barrancas. Funds may also be utilized to support costs for improvements/enhancements to County owned Senior Citizen Center facilities serving neighborhoods in unincorporated Escambia County. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Redevelopment Area Neighborhood Renewal Incentive/Initiative

\$2,539

Matching support will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification and enhancement activities carried out in locally designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas.

TOTAL 2011 ESCAMBIA COUNTY CDBG FUNDS PROJECTED

\$ 1,883,282

=====

NEIGHBORHOOD RENEWAL INITIATIVE MINI-GRANT AGREEMENT

EXHIBIT II

THIS AGREEMENT, made and entered into this 29th day of April, 2014, by and between **ESCAMBIA COUNTY**, P. O. Box 1591, Pensacola, Florida 32597 (the "County") and **WARRINGTON NEIGHBORHOOD WATCH CORPORATION**, 16 Raymond Street (P. O. Box 16318), Pensacola, Florida 32507 (the "Grantee") for the specific benefit of the **New Chairs for Marie Ella Davis Community Center Project** (the Project).

PROVISIONS

A. The County has established the Escambia Neighborhood Renewal Initiative (the "Program") to provide grants to qualified organizations to complete specified projects within the boundaries of the County's designated Community Redevelopment Areas, which program and projects constitute a public purpose; and

B. All grant monies, under this Program, shall be expended solely for the construction and completion of the specified project (the "Project"), and shall be expended in accordance with provisions of the Community Development Block Grant (CDBG) Program Regulations at 24 CFR Part 570 and laws and regulations related thereto; and

C. The Program is conditioned upon satisfactory completion of the Project as outlined below. In consideration of the mutual covenants described herein, and other good and valuable consideration, which the parties hereby determine to be sufficient, the parties agree as follows:

1. Above Provisions: The above provisions are hereby incorporated into this Agreement.
2. Neighborhood Renewal Grant: County hereby awards Grantee a Program grant in the maximum amount of \$ 500.00 for the project described in **EXHIBIT I** of this Agreement.
3. Conditions: The documentation of performance, supervision, and/or receipt of goods as specified in the Project as described in **EXHIBIT I**.
4. Project: Grantee agrees to perform, or supervise the work performed as a part of the Project. Included as a part of the project is the guarantee for continued operation and/or maintenance of the project by the grantee. The parties hereto agree that the Project shall be defined as that described in **EXHIBIT I**. *The work activities may not commence until the Grantee has been advised that the Project can proceed by the County.*
5. Term: The work activities to be performed by the Grantee, as part of the Project, must be initiated on or before the 29th day of April, 2014, and all Project activities shall be fully complete on or before the 30th day of September, 2014. Should an extension become necessary, Grantee shall submit a written request to the County for such an extension at least thirty (30) days prior to the termination date cited above. The County's agreement to grant an extension shall not constitute a waiver of any of the other terms of the Agreement.
6. Applicable Laws: The Grantee must comply with all applicable ordinances and codes, and shall, at their own expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.
7. Indemnification: The Grantee shall indemnify and hold harmless the County, and its agent, Neighborhood Enterprise Foundation, Inc.

(NEFI), including its elected officials, board members, agents and employees, from and against all claims, damages, losses, and

expenses, including but not limited to, attorney's fees and costs, arising out of or resulting from the carrying out of this Agreement, and out of any work activities performed under this Agreement, or constituting a breach of any term of this Agreement. Indemnification and Hold Harmless Agreement is attached as **EXHIBIT II**.

8. Termination: The County shall have the right to terminate this Agreement for any breach of any term of this Agreement. A breach shall include, but not be limited to, failure to begin work and progress along the schedule in the time and manner specified in paragraphs 4 and 5; failure to provide equipment or materials adequate to perform the project; or failure to complete the project by the designated dates.

If a Project is terminated, and that project is located on public property or right-of-way, the County reserves the right to remove or require the grantee to remove any or all portions of the Project. If a Project is terminated, and that Project is located on public property or right-of-way, the County reserves the right to claim as its own and use as it deems fit any improvements or materials remaining on the Project site. If a Project is terminated, and that Project is located on private property, the Grantee shall be solely responsible for removing or completing the Project in consultation with the owner of said property.

9. Notice of Termination: Upon the County's determination that Grantee has breached any term of this Agreement, the County or its agent will provide Grantee written notice by certified mail of said breach, and provide, in the written notice, the corrective action that Grantee must take. If Grantee does not take the above described corrective action within fifteen (15) days of Grantee's receipt of the written notice, this Agreement shall terminate without further notice. The corrective action must be acceptable to the County or its agent in order to avoid termination.
10. Subsequent to Termination: County shall provide Grantee a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the County may require the Grantee to submit a cashier's check to the County for the total amount of funds disbursed under this Agreement. The decision to demand repayment in such instance shall rest solely with the County and/or the U. S. Department of Housing and Urban Development.
11. Neighborhood Associations as Independent Contractors: It is agreed between the parties that the Grantee is an independent contractor and is not an employee or agent of the County, or its agent, Neighborhood Enterprise Foundation, Inc. Evidence of current corporate status is included in **EXHIBIT IV**.
12. Inspectors: The Escambia County Community & Environment Department, Neighborhood Enterprise Foundation, Inc., or other County officials, as may be duly authorized by the County, reserve the right to place inspectors at the work site or at the place of shipment or delivery of materials under this Agreement, or at the factory, or in the neighborhood, in order to confirm the legitimacy of monies expended under this Agreement. The County does not assume any liability for the quality of work performed or injuries incurred, in any manner, during the performance of the work described herein. Further, the County or its agent does not act in a supervisory capacity in the carrying out of this Project.
13. Monthly Reports: Monthly project reports must be submitted to the Neighborhood Enterprise Foundation, Inc. on or before the 1st calendar day of each month during construction of the project, excluding the month the project is initiated. Revenue and expenditure documentation

shall be provided for all sources and uses of funds described in this Agreement. Original receipts and/or invoices are required for payment/reimbursement by the County. County, and its agent, NEFI, will not remit any drawdown on the grant without satisfactory supporting documentation, which decision will be made in the sole discretion of the County and its agent.

14. Payment Process. The County prefers to provide direct payments to the vendor for pre-approved, eligible project costs under the mini-grant program. However, upon written request by the Grantee, the County will agree to provide direct payments to the Grantee for pre-approved eligible Project costs that are incurred in carrying out the Project activities as authorized hereunder. The Grantee must select either the reimbursement or direct payment option prior to initiating any Project expenditures that are to be reimbursed or paid from Grant funds provided through this Agreement. The Grantee accepts sole responsibility for ensuring that all Project expenses are reviewed and pre-approved by the County, through its agent, NEFI, prior to authorizing delivery of the goods, services or equipment. Failure to obtain such authorization shall release the County from any obligation to pay for unauthorized goods, services or equipment, and the liability for payment in such instances shall be the responsibility of the Grantee. If applicable, direct vendor payments shall be processed through the County Office of Purchasing, and shall conform to County requirements as stipulated in the County's Purchasing Ordinance. For all Grant related purchases or reimbursements, Grantee shall be required to provide the County with three written price quotes for each item to be purchased. In the event the Grantee elects to be reimbursed for Project related expenses, the Grantee shall provide the County with the names and signatures of persons authorized to purchase merchandise for the Project. Reimbursements will be paid to these approved individuals ONLY, and shall be paid only after the Grantee submits vendor invoices, proof of payment, and other documentation as may be required by the County. Grantee and County agree that the final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit/Finance Division.
15. Maintenance of Records. Grantee shall maintain written records and accounts that document all expenditures related to this Project. Such records and accounts shall be maintained for a minimum period of three (3) years from the date of final completion of the project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The County, NEFI, the Clerk of the Circuit Court/Finance Division, or the U. S. Department of Housing and Urban Development shall have the right to review any and all records or any other records pertaining to this Agreement, at any time. The Grantee 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, as amended. In the event the Grantee fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Grantee and its surety, if any, seven (7) days written notice, during which period the Grantee still fails to allow access to such documents, terminate the employment of the Grantee. In such case, the Grantee shall not be entitled to receive any further payment or benefit associated with this Agreement. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Grantee (excluding monies owed the Grantee for subcontractor work).
16. Audit: The County, NEFI, the Clerk of the Circuit Court/Finance Division, or the U. S. Department of Housing and Urban Development maintain the right to review and audit any and all financial records or any other records pertaining to this Agreement, at any time.

17. Utilization of Project Funds by Grantee. In the event the Grantee fails to utilize the Grant funds provided through this Agreement within the contract period and/or in accordance with the terms and conditions hereunder, the County shall be under no obligation to reserve or otherwise set-aside the remaining funds for future use by the Grantee.
18. Equipment: Should the Grantee organization be dissolved before the Project is completed, or should any equipment purchased or received as part of the Project not be used in accordance with the Grant Agreement, the equipment purchased through the Grant will become the property of the County. Further, Grantee shall inventory any equipment purchased through this Agreement and report the location, condition, and use of said equipment to the County, or its agent, NEFI, at least annually for the usable life of the equipment. For equipment purchases under this Agreement, unless defined elsewhere, "usable life" shall be defined as two (2) years from the date of delivery of the equipment to the Grantee.
19. Amendments. The County, or its agent, NEFI, shall have the authority to draft amendments to this Agreement. Any such amendment must be mutually agreed upon by both parties in writing and will require the County Administrator's approval before it becomes effective.
20. Notices. Any notices to the Grantee, under this Agreement, shall be mailed to: Neighborhood Renewal Initiative Program, NEFI, P.O. Box 18178, Pensacola, Florida 32523. Any notices shall be sent by certified mail.
21. No Discrimination. All activities provided hereunder shall be performed and executed in a non-discriminatory manner in keeping with the provisions of the Civil Rights Act of 1964 and 1968, as amended. Services and access hereto shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin. The Grantee accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.
22. Federal Requirements: Grantee and County agree to comply fully with governing Community Development Block Grant regulations found at 24 CFR Part 570 and other related provisions cited therein and as stipulated in **EXHIBIT III** of this Agreement.
23. Control of Assets: All purchases under this Agreement that are paid with Federal funds shall be made by the County following the proper request and documentation by the Grantee. No assets with a value in excess of \$25,000 will be procured under this agreement. Items to be purchased will generally have a per unit value of less than \$500 and will have a usable maximum life of two (2) years.
24. Entire Agreement: This Agreement incorporates the entire Agreement, including any attached Exhibits or Amendments, between the parties hereto and no statements, representations, or terms, not included within the written terms of this Agreement, can be considered a part of this Agreement
25. Waiver: This Agreement does not constitute a waiver of any applicable Codes or regulations, or requirements. All applicable Codes and regulations remain in force.
26. This Agreement is executed in the City of Pensacola, 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.

27. 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.
28. 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.
29. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday. All notices under this contract shall be in writing, and shall be sent by certified mail to the parties at the respected addresses stated below.
30. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with duly adopted action or authority of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, parties hereto, by their duly authorized representatives, have set hereunto the hands and seals of each this date and year first written above.

SIGNATURE PAGE TO FOLLOW

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: April 29, 2014

BY: _____
Deputy Clerk
(SEAL)

This document approved as to form and Legal Sufficiency:

Approved as to form and legal
sufficiency.

By/Title: Kathleen Aert
Date: 4/29/14

**WARRINGTON NEIGHBORHOOD WATCH
CORPORATION**, as sponsor of the New
Chairs for Marie Ella Davis Community
Center Project in the Warrington
Community Redevelopment Area

By: _____
Navarro Jackson, President

WITNESSED:

1. _____

Print Name

2. _____

Print Name

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this ____ day of _____,
2014, by Navarro Jackson, President, Warrington Neighborhood Watch Corporation
as sponsor of the New Chairs for Marie Ella Davis Community Center Project in the
Warrington Community Redevelopment Area, 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

(Notary Seal must be affixed)

Name of Notary Printed

My Commission Expires: _____

Commission Number: _____

NEIGHBORHOOD RENEWAL INITIATIVE MINI-GRANT
PROJECT ACKNOWLEDGEMENT

THE PROJECT DESCRIBED IN THIS AGREEMENT HAS BEEN PRESENTED OR PROVIDED TO REPRESENTATIVES OF WARRINGTON NEIGHBORHOOD WATCH CORPORATION. THE PROPOSAL IS IN KEEPING WITH THE NEEDS AND PRIORITIES OF THE COMMITTEE IN PROVIDING ENHANCED SERVICES FOR RESIDENTS OF THE WARRINGTON COMMUNITY.

EXECUTION OF THIS CERTIFICATION BY A REPRESENTATIVE OF THE WARRINGTON NEIGHBORHOOD WATCH CORPORATION ACKNOWLEDGES THE COMMITTEE'S GENERAL FAMILIARITY WITH THE PROJECT AND THE PROJECT'S BENEFIT TO THE COMMUNITY.

ACKNOWLEDGED BY: _____
Navarro Jackson, President
WARRINGTON NEIGHBORHOOD WATCH CORPORATION

Date: _____

EXHIBIT I

Project Application and Budget

SPONSORING AGENCY: WARRINGTON NEIGHBORHOOD WATCH CORPORATION

PROJECT: New Chairs for Marie Ella Davis Community Center Project

ESCAMBIA NEIGHBORHOOD RENEWAL INITIATIVE
GRANT APPLICATION FORM

(Please type or print application in blue or black ink.)

FALL CYCLE SPRING CYCLE

Project Name: New Chairs For Marie Ella Davis Community Center

Name of Neighborhood Organization: Warrington Neighborhood Watch Corporation
Address: 16 Raymond Street

Mailing Address (if different from above): P. O. Box 16318

Contact Person: Navarro Jackson

Phone: 850-456-3829

Fax: _____

Email Address: XCLAN1@YAHOO.COM

ORGANIZATION ELIGIBILITY CHECKLIST:

When was the Neighborhood Organization organized? 01/24/2011

How many members belong to the Organization? 7

The Organization's Membership is comprised of (check all that apply):
 Homeowners Renters Business Owners Other: _____

Is the Organization's membership open and non-discriminatory? Yes No

The Organization's current Officers or Board of Directors are:

Chair/President: Navarro Jackson

Vice Chair/Vice President: _____

Other (list title): Secretary – Daisy Davis

Treasurer – Annie Tookes

Is the Organization a 501(c)3? Yes No

Is your Organization's listing with the State of Florida's Division of Corporation Active?
 Yes No [listing must be current for project to be awarded]

Has the Organization successfully implemented projects within the past six months?
 No

Yes (If yes, please list at least one example:)

Warrington Neighborhood Watch organized a Fun Day for the community

PROJECT DESCRIPTION:

The Project is located in the following Escambia County Community Redevelopment Area (check one):

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Barrancas | <input type="checkbox"/> Palafox |
| <input type="checkbox"/> Brownsville | <input checked="" type="checkbox"/> Warrington |
| <input type="checkbox"/> Englewood | <input type="checkbox"/> Cantonment |

Neighborhood Organization location/boundaries (attach map as Exhibit A):
Map is included.

Briefly describe the proposed Project (attach additional sheets if necessary):

Our facility The Marie Ella Davis Center located at 16 Raymond Street has a shortage of chairs which is utilized for seating for the people who rent our facility. Our facility holds 164 maximum capacity. We have approximately 40 presentable chairs. The remaining chairs are 10 years of age or older and look awful. With a new edition of chairs we can maximize our rental schedule which will give us more resources to better serve the community.

A schematic drawing depicting planned site improvements is enclosed as Exhibit _____, if applicable: Yes No

Describe how the project addresses redevelopment area priorities/needs:

By acquiring new chairs we can accommodate more people who rent our facility, which provides us resources to plan events such as fun days for the people in our community.

The project will be undertaken in:

- Public right-of-way
- Public park/neighborhood facility
- Common area owned/managed by the Organization
- Private property

(NOTE: It is the applicant agency's responsibility to obtain written authorization from the owner of the property to be improved prior to proceeding with project activities; no funds will be disbursed without this authorization)

Specify how the Organization will ensure that the improvements are properly maintained after completion (Organizations should not rely upon governmental agencies to perform or pay for such work):

Members secure the facility after each event.

Approximate number of persons to be served by grant: _____ 7

PROJECT BUDGET:

NO PROJECT/PROGRAM EXPENSES MAY BE INCURRED UNTIL AFTER BOARD OF COUNTY COMMISSIONERS APPROVAL DATE. ALL PROJECTS MUST BE COMPLETED WITHIN A FOUR MONTH TIME PERIOD FROM THAT DATE.

NEIGHBORHOOD RENEWAL MINI GRANT REQUEST

\$ 500.00

EXPENSES (Provide a detailed listing of estimated project expenses):

25 Chairs	\$ 20.00
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL PROJECTED EXPENSES: \$ 500.00

If awarded, written and signed estimates must be included from at least three (3) separate contractors/vendors where applicable. Expenses incurred exceeding grant funds requested/allocated must be provided by the Organization.

=====

CERTIFICATION

We, NAVARRO JACKSON, representing the Washington Ave Neighborhood Association hereby certify that the Association's Board of Directors or general membership approved this Escambia County Neighborhood Renewal Initiative grant application on Feb 4, 2014. Minutes verifying this neighborhood approval are attached as **Exhibit B**.

Executed this the 28 day of MARCH, 2014.

By: Navarro Jackson
Chairman/President

EXHIBIT A

Map of Warrington CRA

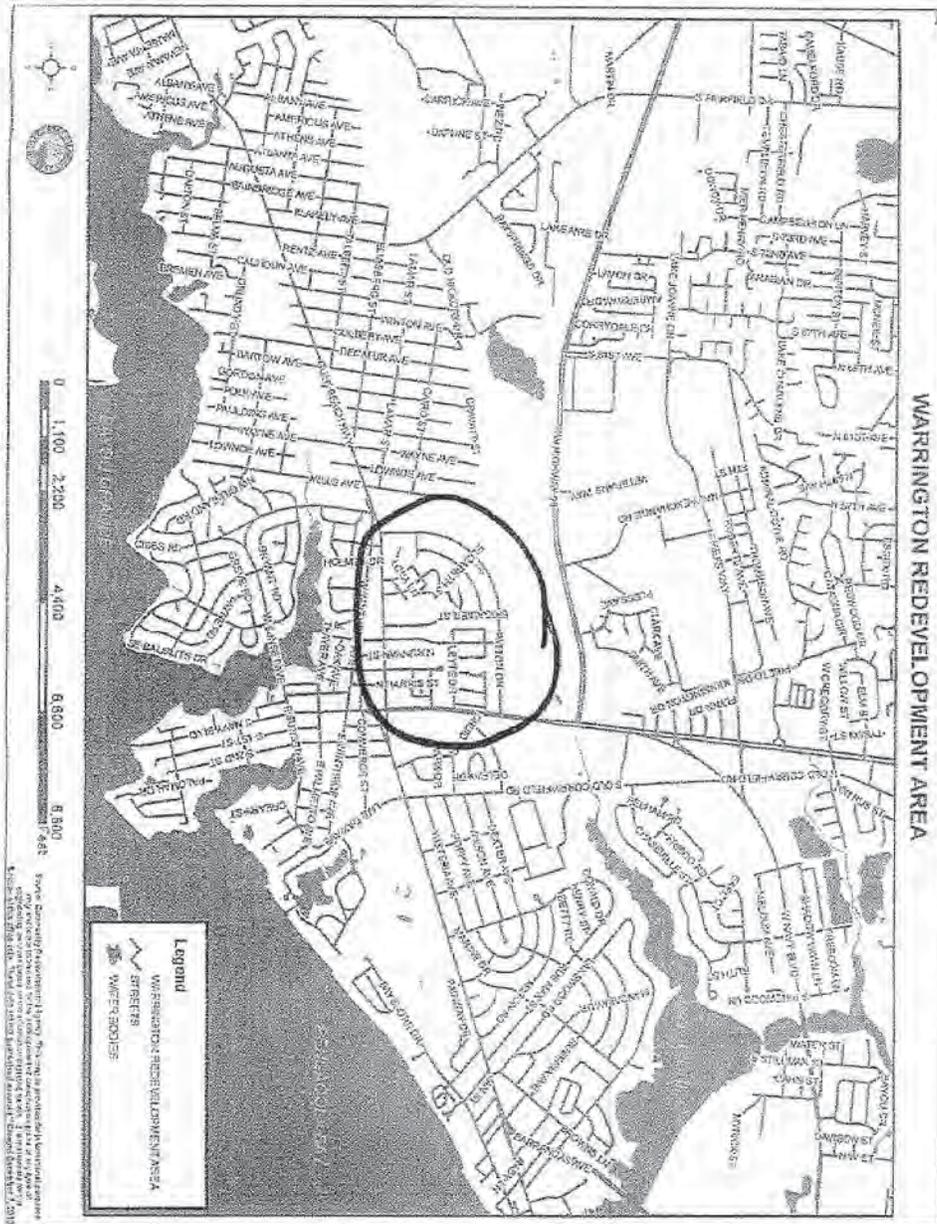


EXHIBIT B

Minutes of February 4, 2014, Warrington Neighborhood
Watch Corporation Meeting

Warrington Neighborhood Watch

Warrington Neighborhood Watch

February 4, 2014

The meeting was called to order by the president, opening prayer was
by Mr. Griffen, the minutes of the last meeting was read and adopted.

Treasurer report: Rental income--\$120.00

Dues-----\$35.00

Insurance on building---pd. 3 months\$127.08

Annual Report Renewal----\$75.00

Total in Saving----\$642.30

Total expenses-----\$202.08

Balance After expenses---\$440.38

Old Business---Arrest in Dec.-Feb. 2014, was 15^{AC} talk about the Grant
president will fill out papers.

some members signed up to take the citizen law class which start this
Thursday for 10 weeks.

Mrs. Clara Long, from Community Redevelopment Agency

Division Manager was in attendance, also Mr. Maxwell Rogers

talking about some of the services available to you, there also will

be a meeting at Lexington Terrace, on March 11, 2014.

Commissioner Valentino Meetings: The Coffee Shop 31 Navy Blvd.

Wednesday Morning at 7:30am.

We had closing remarks by the president, prayer, Mr. Griffen

President, Navaroo Jackson , Sect. Daisy Davis

EXHIBIT II

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Voluntary Participation:

The Grantee, **WARRINGTON NEIGHBORHOOD WATCH CORPORATION**, hereby asserts and affirms that the Grantee is a volunteer-based organization, and that said organization requested assistance from Escambia County's Neighborhood Renewal Initiative Project to undertake activities developed, sponsored and implemented by the Grantee. The Grantee accepts responsibility for coordination of all Project activities; assuring the safety of its volunteers; providing proper training and instruction to volunteers in the use of equipment and supplies required to undertake the Project; and general oversight and management of the Project.

Indemnification:

The Grantee, **WARRINGTON NEIGHBORHOOD WATCH CORPORATION**, shall, at all times throughout the duration of this Project, indemnify and hold harmless Escambia County, and its agent, Neighborhood Enterprise Foundation, Inc. (NEFI), including its elected officials, board members, agents and employees, from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees and costs, arising out of or resulting from the carrying out of this Agreement, and out of any work activities performed under this Agreement, or constituting a breach of any term of this Agreement. Grantee assumes all responsibility for Project activities and related work, and shall provide and pay the costs of legal services in the event legal action is brought against the Grantee, the County or NEFI as a result of matters associated with this Project. This in no way shall prohibit the County or NEFI from securing legal services in addition to that provided by Grantee. The duration of this Agreement shall be defined to mean the contract term as stated in the Project Agreement dated **April 29, 2014**; or the period during which any of the equipment or supplies provided under the Agreement remain in use by the Grantee, or agencies or individuals, affiliated with the Grantee, whichever is longer. In the event of litigation, the duration shall be extended through the date that any and all litigation actions are completed and legally or judicially settled.

Independent Agency/Contractor:

In carrying out the activities cited in the **April 29, 2014**, Project Agreement, **WARRINGTON NEIGHBORHOOD WATCH CORPORATION**, the Grantee, County, and NEFI agree and affirm that the Grantee is an independent agency/contractor and the Grantee is not an employee or agent of the County or NEFI. Implementation of the Project activities shall be at the direction of the Grantee.

Liability for Claims/Insurance:

Grantee, **WARRINGTON NEIGHBORHOOD WATCH CORPORATION**, acknowledges that the County nor NEFI shall be responsible for insurance claims, personal or injury claims, legal fees, medical or health care charges, or other costs of any kind that may result from the implementation of the Project activities. Grantee assumes responsibility for properly ensuring its protection from such potential claims, and releases the County and NEFI from any responsibility for such claims or legal actions. Grantee acknowledges and agrees to the terms and conditions cited herein, and the Grantee has caused this Indemnification and Hold Harmless Agreement to be executed by its duly authorized officer or agent as cited below. This Agreement was approved and authorized by the governing body of the **WARRINGTON NEIGHBORHOOD WATCH CORPORATION**.

Executed this the _____ day of _____, 20____.

WARRINGTON NEIGHBORHOOD WATCH CORPORATION

By: _____
Navarro Jackson, President

WITNESSED:

1. _____

Print Name

2. _____

Print Name

EXHIBIT III

APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS

LISTING OF FEDERAL PROVISIONS

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

1. Certification Regarding Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance and Anti-Discrimination Provisions
4. Copeland Anti-Kickback Act Provisions
5. Executive Order 11426, as amended by Executive Order 12086, Concerning Affirmative Action in Employment and Employment Practices
6. Title VI of the Civil Rights Act of 1964, and amendments thereto
7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
8. Executive Order 11063, as amended by Executive Order 12259
9. Section 109 of the Housing and Community Development Act of 1974 and any amendments thereto
10. Lead Based Paint Prohibition stipulated in Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (as applicable)
11. Section 202 (a) of the Flood Disaster Protection Act of 1973 and amendments thereto regarding Flood Hazards Mitigation (as applicable)
12. Architectural Barriers Act (as applicable)
13. Americans with Disabilities Act Protections (as applicable)
14. Energy Policy and Conservation Act
15. Sections 503/504 of the Rehabilitation Act of 1973
16. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as applicable
17. Labor Standards Provisions to the extent required by Section 110 of the Housing and Community Development Act of 1974 and amendments thereto
18. Minority and Women Owned Business Identification and Utilization
19. Affirmative Action in Employment and Employment Matters
20. Section 3 of the Housing and Community Development Act of 1968, as amended
21. Age Discrimination Act of 1975
22. Provisions Regarding Access to and Maintenance of Records
23. Conflict of Interest Provisions
24. Anti-Lobbying Certification
25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities

Standard Provisions (Continued)

26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Subrecipients (24 CFR Part 24)
27. Ownership of Project Copyrights and Patents (if applicable)
28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.
29. Utilization of Program Income. No program income will result from activities undertaken through this project.

THE FULL TEXT OF THE FEDERAL LAWS AND/OR REGULATIONS CAN BE REVIEWED AT THE COMMUNITY DEVELOPMENT BLOCK GRANT OFFICE OR BY VISITING THE HUD WEB SITE AT WWW.HUD.GOV. EACH PROVISION IS AN INTEGRAL PART OF THE AGREEMENT AND IS FULLY BINDING UPON THE RECIPIENT. EACH PROVISION SHOULD BE CAREFULLY REVIEWED TO ASSURE EXISTING COMPLIANCE AND/OR THE CAPACITY TO COMPLY WITH SAID PROVISIONS.

EXHIBIT IV

DOCUMENTATION OF LEGAL CORPORATE STATUS

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Non Profit Corporation**

WARRINGTON NEIGHBORHOOD WATCH CORPORATION

Filing Information

Document Number	N11000000758
FE/EIN Number	364689366
Date Filed	01/24/2011
State	FL
Status	ACTIVE
Effective Date	01/21/2011

Principal Address

MARIE ELLA DAVIS COMMUNITY CENTER
16 RAYMOND ST.
PENSACOLA, FL 32507

Mailing Address

P.O. BOX 16318
PENSACOLA, FL 32507

Registered Agent Name & Address

JACKSON, NAVARRO M
11 N. MERRITT ST
PENSACOLA, FL 32507

Officer/Director Detail**Name & Address****Title P**

JACKSON, NAVARRO M
11 N MERRITT ST
PENSACOLA, FL 32507

Title S

DAVIS, DAISY
18 N. RUNYAN ST.
PENSACOLA, FL 32507

Title T

TOOKES, ANNIE
21 WASHINGTON ST
PENSACOLA, FL 32507

Title R

GRIFFIN, BERTHA
738 GULFBEACH HWY
PENSACOLA, FL 32507

Annual Reports

Report Year	Filed Date
2012	04/19/2012
2013	03/28/2013

Document Images

03/28/2013 -- ANNUAL REPORT	View image in PDF format
04/19/2012 -- ANNUAL REPORT	View image in PDF format
01/24/2011 -- Domestic Non-Profit	View image in PDF format



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5969

County Administrator's Report 12. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Pitney Bowes Digital Mailing System Lease - EMS Billing Office

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Pitney Bowes Digital Mailing System Lease Agreement, State of Florida Contract #600-760-11-1 - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the Chairman to sign the Lease Agreement, State of Florida Contract #600-760-11-1, for the Pitney Bowes digital mailing system for the Emergency Medical Services (EMS) Billing Office.

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330603, EMS Billing]

BACKGROUND:

The current lease agreements for the digital mailing system (DM825) and folder/insertor (DI425) used in the EMS Billing Office expire July 30, 2014, and August 30, 2014, respectively. An increase in the need for maintenance on the existing equipment has prompted Pitney Bowes to offer a single, 48-month lease agreement for a new all-inclusive digital mailing system in advance of the current leases' termination. There will be an increase of \$6.68 a month (\$80.16 annually) for the new equipment.

If the new Lease Agreement is approved by the Board, it is anticipated that the new equipment will be installed by the end of May, 2014.

BUDGETARY IMPACT:

Funds are available in Fund 408, Emergency Medical Service, Cost Center 330603, EMS Billing

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney Alison Rogers has approved the Lease Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Pitney Bowes Lease Agreement

--	--	--	--	--	--	--	--	--	--

Your Business Information

ESCAMBIA E M S

Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
6575 N W ST	PENSACOLA	FL	32505-1714
Billing Address	City	State	Zip+4
		15693305862	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
6575 N W ST	PENSACOLA	FL	32505-1714
Installation Address (If different than billing address)	City	State	Zip+4
JOE SCIALDONE	850-471-6507		
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
		00355711003	

Please note any special billing requirements here

Invoice Attention of

Customer PO #

Your Business Needs

Qty	Business Solution Description
1	Mail Stream Solution - 1
1	Connect+ 2000 Series
1	Connect+ Series Meter
1	130/70 LPM Feature
1	15 lb Interfaced Weighing
1	100 Dept Accounting
1	10 in. Display -- Standard Apps Center
1	Connect+ Mono Printer
1	Connect+ Drop Stacker
1	Connect+ VBS Training
1	Connect+ VBS Welcome Kit
1	pbSmartPostage Free
1	Differential Weighing for 15 lb or 30 lb Scale
1	15lb Scale Platform/Stand
1	IntelliLink Subscription with Value Based Services
	Additional Items on following page

Check items to be included in customer's payment

Service Level Agreement

Provides Standard SLA with Training

Software Maintenance (additional terms apply)

Provides revision updates and technical assistance

Soft-Guard® Subscription

Provides postal and carrier updates

If you do not elect to include Soft-Guard® protection with your lease, you will automatically receive updates at the then-current rates.

IntelliLink® Subscription/Meter Rental/Value Based Services

Provides simplified billing and includes postage resets

(X) Value Based Services

() Purchase Power Receive an invoice for postage, consolidated billing, (No Transaction Fees) and enhanced management reporting information.

Your Payment Plan

Number of months	Monthly amount*
First 48	\$829.00

() Required Advanced check of \$0.00 received.

(X) Tax Exempt certificate attached

*Does not include any applicable sales taxes & Payment plans begin after any applicable Prorated Usage Period

Your Acknowledgement

By your signature below, you are entering into a Lease Agreement pursuant to the terms and conditions of the State Contract #600-760-11-1.

ATTEST: Pam Childers
 Clerk of the Circuit Court

Board of County Commissioners
 Escambia County, Florida

By: _____
 Deputy Clerk

_____ Lumon J. May, Chairman

Chris Mitchell

049

Account Rep

Approved as to form and legal
 sufficiency.

District Office

PBGFS Acceptance

Florida (Rev. 02/11)

By/Title: 
 Date: 3/28/14

Equipment Vendor : Pitney Bowes Inc.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6048

County Administrator's Report 12. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Purchase of Ambulance

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of One Ambulance for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the purchase of one ambulance for the Public Safety Department:

A. Authorize the County to piggyback off of the Houston-Galveston Area Council of Governments (H-GAC), Contract #AM10-12, effective October 1, 2012, through September 30, 2014, for the purchase of one ambulance, 2015 International Navistar Medium, 102", Model 623 (NA02); and

B. Award a Purchase Order, in the amount of \$222,396, to Halcore Group, Inc. (d/b/a Horton Emergency Vehicles Company), a vendor awarded this Contract, for this purpose.

[Funding Source: Fund 352, LOST III Fund, Cost Center 330435, Project 08PS0028]

BACKGROUND:

Ambulances require routine replacement to guarantee deployment of the most reliable and safe emergency vehicle. LOST funds have been allocated to enable replacement of the least efficient units in the ECEMS fleet. The new ambulance will replace Unit 12 (PN 51452) which was appropriately disposed of through auction, in accordance with action taken by the Board in its meeting held December 5, 2013.

BUDGETARY IMPACT:

Funds are budgeted and available in Fund 352 (LOST III Fund), Cost Center 330435, Project 08PS0028.

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board approval.

IMPLEMENTATION/COORDINATION:

If approved by the Board, the Public Safety Department will submit a purchase requisition to the Office of Purchasing for issuance of the Purchase Order.

Attachments

H-GAC Horton Agreement

Horton 2015 Navistar Proposal

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
HORTON EMERGENCY VEHICLES
Grove City, Ohio

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Horton Emergency Vehicles** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 3800 McDowell Road, Grove City, Ohio 43123.

ARTICLE 1: **SCOPE OF SERVICES**

The parties have entered into an **Ambulances, EMS & Other Special Service Vehicles** Contract to become effective as of October 1, 2012, and to continue through September 30, 2014 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Ambulances, EMS & Other Special Service Vehicles** offered by the **CONTRACTOR** in states other than Texas. The **CONTRACTOR** agrees to sell **Ambulances, EMS & Other Special Service Vehicles** through the **H-GAC** Contract to **END USERS** in states other than Texas.

ARTICLE 2: **THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **AM10-12**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **AM10-12**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: **LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: **APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: **INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: **END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7:

SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8:

EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:

REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract

ARTICLE 10:

MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. **EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.**

ARTICLE 11:

SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect

ARTICLE 12:

DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13:

LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:

LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15:

TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16:

TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17:

CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:

GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19:

PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is

placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, CONTRACTOR agrees to provide a Performance Bond at the request of END USER within ten (10) days of receipt of END USER's purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the END USER. Failure of CONTRACTOR to provide such performance bond within ten (10) days of receipt of END USER's order may constitute a total breach of contract and shall be cause for cancellation of the order at END USER's sole discretion. END USER may choose to delete the requirement for a Performance Bond at END USER's sole discretion. If the bond requirement is waived, END USER shall be entitled to a price reduction commensurate with the cost that would have been incurred by CONTRACTOR for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



Jack Steele, Executive Director

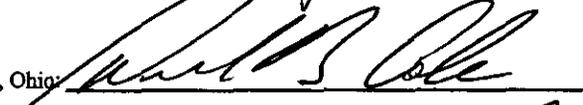
Attest for Houston-Galveston
Area Council, Houston, Texas:



Deidre Vick, Director of Public Services

Date: Sept 17, 2012

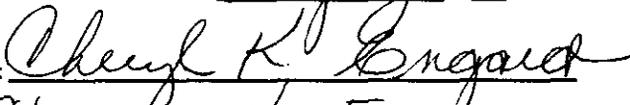
Signed for Horton Emergency Vehicles
Grove City, Ohio:



Printed Name & Title: David B. Cole Vice President

Date: Aug 29, 2012

Attest for Horton Emergency Vehicles
Grove City, Ohio:



Printed Name & Title: Cheryl K. ENGARD, Sales Support Services

Date: Aug 29, 2012

Attachment A
Horton Emergency Vehicles
Ambulances, EMS & Other Special Service Vehicles
Contract No.: AM10-12

A. Ambulance		
NA01	H-MD-15, Horton Model 623, Freightliner M2, 173"L x 96"W x 72"HR	\$ 168,208.00
NA02	H-MD-16, Horton Model 623, International Navistar, 173"L x 96"W x 72"HR	\$ 177,324.00
NA03	H-MD-17, Horton Model 623 International TerraStar, 173 X 96"W x 72"HR	\$ 157,168.00
NA04	H-T1-19, Horton Model 457, Type I FORD F450 4x2, 157"L x 96"W x 72"HR	\$ 133,502.00
NA05	H-T1-20, Horton Model 603, Type I FORD F450 4x2, 167"L x 96"W x 72" HR	\$ 136,567.00
NA06	H-T1-22, Horton Model 603, Type I FORD F550 4x2, 167"L x 96"W x 72" HR	\$ 138,067.00
NA07	H-T1-21, Horton Model 623, Type I FORD F450 4x2, 173"L x 96"W x 72"HR	\$ 140,900.00
NA08	H-T1-23, Horton Model 623, Type I FORD F550 4x2, 173"L x 96"W x 72"HR	\$ 142,400.00
NA09	H-T1-24, Horton Model 623, Type I FORD F650 4x2, 173"L x 96"W x 72"HR	\$ 166,600.00
NA10	H-T3-20, Horton Model 403, Type III FORD E350 137"L x 96"W x 68"HR	\$ 108,604.00
NA11	H-T3-21, Horton Model 453, Type III FORD E350 145"L x 96"W x 72"HR	\$ 112,083.00
NA13	H-T3-24, Horton Model 553, Type III FORD E450 169"L x 96"W x 72"HR	\$ 122,765.00
NA14	H-T1-30, Horton Model 603, Type I DODGE 4500 4x2, 167"Lx96"Wx72"HR	\$ 136,297.00
NA15	H-T1-21, Horton Model 623, Type I DODGE 4500 4x2, 173"L x 96"W x 72"HR	\$ 139,774.00
NA16	H-T1-31, Horton Model 457, Type I DODGE 4500 4x2, 157"Lx96"Wx72"HR	\$ 132,905.00
NA18	H-T1-33, Horton Model 453, Type I FORD F-450 4x2, 145"Lx96"Wx72"HR	\$ 123,341.00
NA19	H-T3-34, Horton Model 553, Type III FORD E-450 169"Lx96"Wx72"HR	\$ 122,765.00
NA20	H-T3-35, Horton Model 553, Type III GM G4500, 169"Lx96"Wx72"HR	\$ 132,900.00
NA21	H-T3-36, Horton Model 403, Type III GM G3500, 137"Lx96"Wx68"HR	\$ 119,129.00
NA22	H-T3-37, Horton Model 453, Type III GM G3500, 145"Lx96"Wx72"HR	\$ 122,863.00
NA23	H-T3-38, Horton Model C169, Type III Concept 3, FORD E450, 169"Lx96"Wx72"HR	\$ 114,315.00
NA24	H-T3-39, Horton Model C 169 Type III Concept 3, GM 4500. 169"L x 96"W x 72" HR	\$ 124,877.00
NA25	H-T3-40, Horton Model C 149 type III Concept 3s, FORD E-350 149"Lx96"Wx72"HR	\$ 109,127.00
NA26	H-T3-41, Horton Model C 149 type III Concept 3s, GM G-3500 149"Lx96"Wx72"HR	\$ 119,481.00
NA27	H-T1-42, Horton Model C 149 type I Concept 3s, FORD F-350 149"Lx96"Wx72"HR	\$ 117,751.00
E. Remounts		
NE04	RM-1, GM G3500 Diesel Type III Base Ambulance Remount	\$ 71,098.00
NE05	RM-2, GM G4500 Diesel Type III Base Ambulance Remount	\$ 73,381.00
NE06	RM-3, Chevy C3500 4X2 Diesel Type III Base Ambulance Remount	\$ 71,660.00
NE08	RM-5, Ford E350 Gas Type III Base Ambulance Remount	\$ 61,525.00
NE09	RM-6, Ford E450 Gas Type III Base Ambulance Remount	\$ 63,525.00
NE10	RM-7, Ford F350 4X2 Diesel Type I Base Ambulance Remount	\$ 70,440.00
NE12	RM-9, Ford F450 4X2 Diesel Type I Base Ambulance Remount	\$ 73,080.00
NE17	RM-14, Dodge D4500 4X2 Diesel Type I Base Ambulance Remount	\$ 72,815.00

ax

ESCAMBIA CO. EMS

6575 NORTH 'W' ST
PENSACOLA, FL 32505
PAT KOSTIC

Year: 2015
Chassis: Navistar Medium, 102"
Type: MED
Model: 623
Rev 2 Print Features

11841

CATEGORIES:

- A** Chassis
- B** Body Connection Pass Thru Type
- BH** Chassis Accessories
- BL** Chassis Electrical
- C** Conversion Model
- CB** Module Body Modifications
- D** Module Body Hardware
- E** Paint and Striping
- F** Cabinet Doors, Handles and Hardware
- G** Interior Colors
- H** Interior Cabinets, Streetside
- I** Interior Cabinets, Curbside
- J** Front Wall Cabinets
- K** Interior Accessories and Trim
- L** Cot Mount, and Patient Handling
- M** Warning Systems, Visual
- MN** Warning Systems, Audible
- O** Lights, Non Emergency
- P** Electrical Power Group
- Q** Heat, Ventilation, Air conditioning
- R** Console, Radio, and communications
- T** Oxygen and Suction
- U** Lettering and Graphics
- Z** Other

ESCAMBIA CO. EMS

6575 NORTH 'W' ST

PENSACOLA, FL 32505

PAT KOSTIC

Selected Feature List 11841

Year:

2015

Chassis:

Navistar Medium, 102"

Model:

623

<i>Option</i>	<i>Std</i>	<i>Qty</i>	<i>Header/Description/Data</i>	<i>Proposal Total</i>
AA000000	1	1	SPECIFICATION FOR A NEW EMERGENCY MEDICAL VEHICLE <i>!!! 623 CONVERSION !!!</i>	

AB Horton Emergency Vehicles Feature List

AC CHASSIS

AI NAVISTAR CHASSIS

AIN12014 0 1 CHASSIS, 2014 NAVISTAR 4300LP, 102" C/A
 The chassis required to complete the ambulance conversion shall be supplied by Horton. All chassis ordered with OEM air rides will include a Horton installed air tank drain line, running from the tank(s) to the bottom side of the rub rail.

Reference quote #: 746-01

!!! CHASSIS TO BE PURCHASED THROUGH WARD INTERNATIONAL OF PENSACOLA, FL.

AINSP001 0 1 SPECIAL INSTRUCTION FOR NAVISTAR CHASSIS
!!! CHASSIS TO INCLUDE ENGINE HOURMETER.

AINSP003 0 1 SPECIAL INSTRUCTION FOR NAVISTAR CHASSIS
!!! INSTALL A TRIM RING AROUND THE CAB SIDE OF THE PASSTHROUGH TO DUPLICATE PREVIOUS VEHICLES. TRIMLOCK MUST BE GLUED IN PLACE.

AJNSPIC0 1 1 CHASSIS INTERIOR COLOR SHALL BE GRAY

ESCAMBIA CO. EMS

6575 NORTH 'W' ST

PENSACOLA, FL 32505

PAT KOSTIC

Selected Feature List 11841

Year:

2015

Chassis:

Navistar Medium, 102"

Model:

623

<i>Option</i>	<i>Std</i>	<i>Qty</i>	<i>Header/Description/Data</i>	<i>Proposal Total</i>
---------------	------------	------------	--------------------------------	-----------------------

B CHASSIS MODIFICATIONS, HARDWARE AND ACCESSORIES

- BH02F000** 1 1 **HUB & LUG NUT COVERS, STAINLESS FOR NAVISTAR 19.5"**
Polished stainless steel hub and lug nut covers shall be installed on all four outside wheels.

- BH02H000** 1 1 **TIRE SIZE, 19.5", MEDIUM DUTY:**
This vehicle is specified to have 19.5" tires.

- BH02J000** 0 1 **CHASSIS IS EQUIPPED WITH AIR BRAKES:**
This vehicle is specified to have air brakes. Note that proper tire clearances are allowed.

- BH040000** 1 1 **CHASSIS IS EQUIPPED WITH HORIZONTAL EXHAUST**
The chassis specified above is to include a horizontal exhaust.

- BH04F000** 1 1 **CHASSIS HORSEPOWER RATING IS LESS THAN 260HP**
The chassis specified above will have the standard cab height.
Note: Engines with less than 260 hp may have raised cab due to cooling package and larger radiator.

- BH06A000** 0 1 **WIDE DOCK BUMPERS**
Install wide style rear dock bumpers. Not applicable with bumper option BH11E000.

- BH070000** 1 1 **REINFORCE REAR BUMPER END CAPS**
Reinforce end caps of rear bumper for greater impact resistance.
This option is not compatible with a shock absorbing rear step.

ESCAMBIA CO. EMS
6575 NORTH 'W' ST

PENSACOLA, FL 32505
PAT KOSTIC

Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"

Model: 623

Option	Std	Qty	Header/Description/Data	Proposal Total
BH110000	1	1	REAR STEP/ BUMPER ASSEMBLY The center section of the rear step bumper shall be constructed of aluminum grip strut and be hinged to assist in patient handling. <i>!!! THIS STEP TO BE INSTALLED 3.00" FROM THE REAR DIAMOND PLATE RISER TO THE BACK OF THE STEP.</i> <i>!!! INSTALL A CUSTOM LIFT UP CENTER SECTION WITH A 1.00" HIGH NOTCH IN THE LOWER EDGE OF THE REAR VERTICAL DIAMOND PLATE EDGE TO PREVENT COT RUNNERS FROM DRAGGING ON THE STEP WHEN IT IS IN THE UP POSITION. REINFORCE LIFT UP SECTION WITH FLAT STOCK.</i> <i>!!! STEP REINFORCEMENT MUST BE 1.5" BOX TUBING WITH (2) EQUALLY SPACED DIVIDERS FOR SUPPORT. SEE PHOTOS IN FILE. DUPLICATE OF PREVIOUS VEHICLES.</i>	
BH26I000	0	1	FUEL TANK COVERS, DIAMOND PLATE, FOR NAVISTAR 4300 CHASSIS Diamond plate step well covers shall be installed on both the curb and street side cab step wells. The covers shall be made of .125"thick polished diamond tread plate with a minimum 3003-H14 alloy. The cover shall include a pull out tray for chassis batteries.	
BH32OR00	1	1	AIR SUSPENSION SWITCH: dump override A switch will be installed where specified, to override the automatic dump feature activated by the left rear patient compartment entry door. <i>Switch Locate: REAR CURBSIDE RISER, NEAR RIGHT REAR DOOR, 6" ABOVE RISER TRIM.</i> <i>Note: Use new 3-switch panels. Install the dump override switch closest to the door opening. The middle switch is to be left blank. The light switch is to be toward the hinged side of the door.</i> <i>!!! RECESSED APPROXIMATELY 1" INSTALLED SO AS NOT TO INTERFERE WITH BACKBOARD DEPTH. MINIMIZE THE DEPTH OF THE CLOSEOUT. INSTALL A CLOSEOUT AROUND ALL WIRING AND COVER CLOSEOUT WITH RUBBER MATTING TO MATCH REMAINDER OF COMPARTMENT. WIRING TO EXIT OUT THE TOP OF THE PANEL CLOSEOUT AND TRAVEL UP THE LEFT REAR CORNER SO AS NOT TO INTERFERE WITH STORAGE IN THIS AREA.</i>	
BHSPD006	0	1	MIRROR: OEM The mirror set shall be OEM supplied, and installed by the chassis manufacturer.	
BL26B000	1	1	BACKUP ALARM RESET Backup alarm to automatically reset to on if alarm was manually canceled using the control panel alarm cut-off switch (FL25) during previous use.	

ESCAMBIA CO. EMS
6575 NORTH 'W' ST

PENSACOLA, FL 32505
PAT KOSTIC

Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"
Model: 623

Option	Std	Qty	Header/Description/Data	Proposal Total
--------	-----	-----	-------------------------	----------------

BL26L000	0	1	DUAL PURPOSE CAMERA SYSTEM, BACKUP AND PATIENT AREA VIEWING	
----------	---	---	--	--

Install a Voyager VCCS150 backup camera over the rear doors. Install a second camera on the interior of the vehicle as noted below.
Install a Voyager AOM711 7" LCD screen in the cab rearview mirror area. Wire to activate the backup camera when the vehicle is placed into reverse. The second camera is to provide a view of the patient area when selected.

INTERIOR CAMERA LOCATION: OVER REAR DOORS

!!! INSTALL THE EXTERIOR CAMERA BETWEEN THE CENTER ICC LIGHT AND THE CURBSIDE LOADING LIGHT.

BL32A000	1	1	OEM AM/FM/CD PLAYER SHALL BE PROVIDED BY THE OEM MANUFACTURER	
----------	---	---	--	--

OEM AM/FM/CD player shall be provided by the OEM manufacturer on all Horton supplied chassis.

Note: This option applies only to chassis supplied by Horton. Chassis supplied by either the customer or the dealer must be ordered with this feature from the chassis OEM.

BSP00001	0	1	SPECIAL INSTRUCTION, CHASSIS MODIFICATION HARDWARE & ACCESSORIES	
----------	---	---	---	--

!!! INSTALL A SAFETY VISION MINI DVR SYSTEM ON THE FRONT WINDSHIELD JUST BELOW "AMBULANCE" LETTERING. DO NOT INSTALL ANY LOWER THAN NECESSARY.

C			CONVERSIONS	
---	--	--	--------------------	--

CA200000	0	1	PREVIOUS VEHICLE REFERENCE	
----------	---	---	-----------------------------------	--

This option is to be used for comparison purposes only. Specifications are specific to each order so use extreme caution when referencing a previous production order.

PREVIOUS VEHICLE PRODUCTION #15660

ESCAMBIA CO. EMS

6575 NORTH 'W' ST

PENSACOLA, FL 32505

PAT KOSTIC

Selected Feature List 11841

Year:

2015

Chassis:

Navistar Medium, 102"

Model:

623

<i>Option</i>	<i>Std</i>	<i>Qty</i>	<i>Header/Description/Data</i>	<i>Proposal Total</i>
---------------	------------	------------	--------------------------------	-----------------------

CA590000 0 1 CONVERSION MODEL: 623 MEDIUM DUTY NAVISTAR 4300

MINIMUM BODY DIMENSIONS:

(Exterior)

-Height: 91"

-Width: 96"

-Length: 167"

(Interior)

-Height: 72"

-Aisle 20"

-Width: 20"(from edge of cot in wall position to squad bench riser)

-Length: 163"

OVERALL DIMENSIONS (Including Chassis, Module and Step):

-Height: 110" (to top of vent)

-Width: 100"

-Length: 290" Navistar

289" Freightliner

!!! VEHICLE TO INCLUDE 72" HEADROOM AS STANDARD.

!!! DO NOT INSTALL SLIDING PLEXIGLAS IN THE PASS THROUGH.

!!! INSTALL TWO ACCESS HOLES, ONE TOP AND ONE BOTTOM, OF EACH COMPARTMENT DOOR TO DUPLICATE PREVIOUS VEHICLES. COVER WITH ALUMINUM PLATES SCREWED INTO PLACE WITH REFLECTORS ATTACHED.

!!! NOTE: PREVIOUS TWO ORDERS HAVE EXPERIENCED NUMEROUS DOOR LATCH FAILURES. PAY CLOSE ATTENTION TO RODS, CLIPS AND PINS AT POINT OF INSTALL.

!!! ALL LED COMPARTMENT LIGHTING IS TO BE FULL LENGTH. DO NOT CUT SHORT.

CA590001 1 1 623 STREETSIDE FORWARD:

Clear Door Opening: 16.2" wide x 80.6" high

Actual Compartment 18.9" wide x 83.6" high x 21.5"

This area shall be accessed through a single outside hinged door. The compartment shall house the vehicle's primary O2 cylinder. The compartment shall be vented to the outside.

!!! LOUVERS TO BE STAMPED FACING DOWN ILOS.

0 1 SHELF FOR LED LIGHTED VERTICAL COMPARTMENT

dr081000 A diamond plate adjustable shelf shall be installed in the following location.

Locate: APPROXIMATELY 60" FROM FLOOR OF COMPARTMENT

ESCAMBIA CO. EMS
6575 NORTH 'W' ST

PENSACOLA, FL 32505
PAT KOSTIC

Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"

Model: 623

Option	Std	Qty	Header/Description/Data	Proposal Total
CA590002	1	1	623 STREETSIDE INTERMEDIATE: Clear Door Opening: 48.2" wide x 27.8" high Actual Dimensions: 51.9" wide x 31" high x 21.5" This area shall be accessed through double, outside hinged doors. Both doors shall have exterior door handles and latching devices. !!! LOUVERS ARE TO BE STAMPED FACING DOWN ILOS. !!! INSTALL ALL ELECTRICAL EQUIPMENT ON CEILING OF COMPARTMENT AND COVER WITH AN EXPANDED METAL GUARD. MAKE SURE ACCESS HOLES ARE CUT IN THE CORRECT LOCATIONS. !!! ROTATE HOPS CLOSEOUT TO MAXIMIZE STORAGE SPACE. !!! INSTALL TRIM LOCK AROUND ALL HOLES FOR WIRING.	
dr100000	0	1	SHELF, PULL OUT TRAY FOR EXTERIOR COMPARTMENT Diamond plate pull-out tray with Accuride slides installed as noted below: Locate: 4" DOWN FROM ELECTRICAL EQUIPMENT. TRACK TO BE FULL HEIGHT. !!! TRAY TO LOCK IN THE 'IN' AND 'OUT' POSITION AND BE ADJUSTABLE.	
CA590004	1	1	623 STREETSIDE REAR: Clear Door Opening: 32" wide x 80.6" high Actual Dimensions: 37.4" wide x 83.6" high x 21.5" This area shall be accessed through double, outside hinged doors. Both doors shall have exterior door handles and latching devices: !!! LOUVERS ARE TO BE STAMPED FACING DOWN ILOS.	
cb040000	0	1	COMPARTMENT HEIGHT Modify: first, street side The height of the standard compartment for this model shall be modified. This is the first street side compartment height modification and shall include affected modifications to the interior cabinet. Height Modification: DECREASE BY 22"	
dr081000	0	1	SHELF FOR LED LIGHTED VERTICAL COMPARTMENT A diamond plate adjustable shelf shall be installed in the following location. !!! NOTE LOCATION OF EXTINGUISHER. LEAVE ROOM TO ALLOW ADJUSTMENT IN SHELF.	

ESCAMBIA CO. EMS
6575 NORTH 'W' ST

PENSACOLA, FL 32505
PAT KOSTIC

Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"
Model: 623

Option	Std	Qty	Header/Description/Data	Proposal Total
CA590005	1	1	623 CURBSIDE REAR: Clear Door Opening: 25" wide x 80.6" high Actual Dimensions: 29.6" wide x 83.6" high x 21.5" This area shall be accessed through a single outside hinged door !!! LOUVERS TO BE STAMPED FACING DOWN ILOS. !!! IN ADDITION TO DECREASING WIDTH OF COMPARTMENT 4" ADD A 3" OFFSET IN RIGHT HAND SIDE OF COMPARTMENT THAT PROTRUDES INTO THE DOOR OPENING FOR 75" OF USABLE LENGTH IN BENCH. !!! INSTALL AN ALUMINUM ANGLE 60" FROM FLOOR OF THIS COMPARTMENT TO PREVENT 72" LONG BACKBOARDS FROM FALLING OUT IF THE VEHICLE IS PARKED ON AN INCLINE. COVER THE ANGLE WITH GRAY STICK-ON RUBBER MATTING. IT WILL BE NECESSARY TO LOAD THE BACKBOARDS TOP FIRST IN BEHIND THE ANGLE. !!! INSTALL AN ANGLED TRIM PIECE IN THE LEFT REAR CORNER OF THE COMPARTMENT AND COVER WITH RUBBER MATTING. THIS PIECE IS TO CLOSE OFF THE WIRING FROM THE RECESSED SWITCH PANEL IN THE RISER.	
cb060w00	0	1	COMPARTMENT WIDTH Modify: first, curbside The width of the standard compartment for this model shall be modified. This is the first curbside compartment width modification and shall include affected modifications to the interior cabinet. Width Modification: DECREASE 4"	
dr08l000	0	3	SHELF FOR LED LIGHTED VERTICAL COMPARTMENT A diamond plate adjustable shelf shall be installed in the following location. Locate: RIGHT SIDE OF DIVIDER FOR INSIDE OUTSIDE ACCESS	
dr11a000	0	1	DIVIDER FIXED, VERTICAL COMPARTMENT Install a 16" deep fixed vertical divider shall be installed in the location listed below. (Divider material is to match the compartment material) Locate: 12" FROM RIGHT HAND WALL	
CAB93AF0	0	1	KKK-A-1822F CERTIFICATION LABEL The vehicle shall have weight/payload, electrical load and KKK-A-1822F certification stickers installed in the O2 compartment. HORTON INSTALLED	
CB			BODY MODIFICATIONS/OPTIONS	

ESCAMBIA CO. EMS
6575 NORTH 'W' ST

PENSACOLA, FL 32505
PAT KOSTIC

Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"

Model: 623

Option	Std	Qty	Header/Description/Data	Proposal Total
CB06CC00	0	1	CRASH BARRIER SAFETY CONFIGURATION The side access door is to be relocated at the forward most area on the curbside of the body. The space between the door and the head of the bench is to be occupied by an inside/outside access compartment with three standard shelves .125" thickness. The bench must remain a minimum of 72" long. !!! NOTE 'D' BOTTLE STORAGE PER ISP00001. STORAGE HOUSING TO BE WELDED INTO COMPARTMENT. !!! LOUVERS ARE TO BE STAMPED FACING DOWN ILOS. !!! COMPARTMENT TO BE 22" OD WIDE TO DUPLICATE PREVIOUS VEHICLES. !!! INSTALL ONLY TWO (2) SHELVES IN THIS COMPARTMENT. !!! FABRICATE INTERIOR DOOR PANEL AS A TWO-PIECE PANEL. ATTACH PANELS WITH HEX HEAD SCREWS ILOS.	
CB06E000	0	1	SIDE DOOR: relocate The side patient access door shall be relocated from its standard location. !!! CRASH BARRIER CONFIGURATION.	
CB06SX00	0	1	DOUBLE STEP CURBSIDE ENTRY 6" DROP SKIRT The curbside skirt, forward of the rear wheel well shall be dropped 6 inches. Two integral ALD steps within the side patient door step well shall be available upon opening the side door for easier and lower access to the patient compartment.	
CB09SA00	1	1	PATIENT AREA SOUND PROOFING/ACOUSTIC ENHANCEMENT PACKAGE Install standard sound control package.	
CB09SB00	0	1	WALK THROUGH MODIFICATION FOR CUSTOM HEAT/AC SYSTEM Shift the bulkhead walk through opening 2" toward the curbside of vehicle so it is compatible with the custom heat/ac unit. !!! PASS THROUGH VEHICLE.	
CBSP0001	0	1	SPECIAL INSTRUCTION, BODY MODIFICATIONS !!! INCREASE HEIGHT OF REAR DOORS APPROXIMATELY 2" TO MATCH PREVIOUS VEHICLES. SEE DRAWING.	

ESCAMBIA CO. EMS
6575 NORTH 'W' ST

PENSACOLA, FL 32505
PAT KOSTIC

Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"

Model: 623

Option	Std	Qty	Header/Description/Data	Proposal Total
CBSP0002	0	1	SPECIAL INSTRUCTION, BODY MODIFICATIONS !!! EXTEND THE CURBSIDE WHEELHOUSE TO THE REAR COMPARTMENT.	
CBSP0003	0	1	SPECIAL INSTRUCTION, BODY MODIFICATIONS !!! PUNCH ACCESS HOLES IN ALL INTERIOR DOOR PANELS FOR ACCESS TO LATCHING MECHANISMS, TOP AND BOTTOM, AS WELL AS HANDLE ASSEMBLIES TO DUPLICATE PREVIOUS VEHICLES. COVER HOLES WITH COVER PLATES AND INSTALL REFLECTORS PER STANDARD. COMPARTMENT AT HEAD OF BENCH TO INCLUDE A TWO PIECE PANEL ILOS.	
D			MODULE BODY HARDWARE	
DG05C100	0	3	PRIVACY WINDOWS, REAR MODULE BODY ENTRY DOORS The rear module entry doors shall have solid windows. The windows shall have dark privacy glass. The windows shall meet FMVSS glazing standards. No films are to be used. !!! SIDE DOOR WINDOW TO BE FIXED ILOS.	
DH030000	0	1	STAINLESS STEEL SPLASH SHIELDS Install brushed stainless splash shields on the lower front face of the body just behind the cab access doors. These splash shields are to be the same height as the diamond plate front corner guards.	
DH040000	1	1	MODULE BODY FENDERS: stainless steel Rear wheel housings shall have stainless steel flare skirts to protect the wheel house opening and side body finish.	
DH04RS00	0	1	DIAMOND PLATE LOWER BODY RUB RAILS Aluminum diamond plate lower body rub rails are to be along the bottom of the body on each side.	
DH330000	1	1	REAR DOOR HOLD OPENS, GRABBER Install chrome Cast Products "Grabber" style rear door hold opens. (NOTE: HOLD OPENS MUST BE RELOCATED IF TELESCOPIC LIGHTS ARE ORDERED)	

ESCAMBIA CO. EMS
6575 NORTH 'W' ST

PENSACOLA, FL 32505
PAT KOSTIC

Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"

Model: 623

Option	Std	Qty	Header/Description/Data	Proposal Total
DL480000	0	1	ELECTRIC DOOR LOCKS: compartment Install power activated door locks on all exterior compartment doors. Locks to be activated by a switch at each patient area access door. Locks may be overridden by a door key. A separate lock switch will be located in the front radio console if option DL48D000 (wired to OEM locks) is not selected.	
DL48A000	1	1	ELECTRIC DOOR LOCKS: access doors Install power activated door locks on all patient area access doors. Locks to be activated by a switch at each patient area door, and controlled with the access door locks. Locks may be overridden by a manual slide lever or by the door key. A separate lock switch will be located in the front radio console if option DL48D000 (wired to OEM locks) is not selected. <i>!!! INSTALL AN ADDITIONAL DOOR LOCK SWITCH IN THE INHALATION PANEL. THIS SWITCH TO OPERATE ALL LOCKS.</i>	
DL48C000	0	3	ELECTRIC DOOR SWITCH: programmable touch pad The patient area power door locks will include an exterior programmable touch pad system located near the body side access door. <i>Locate: (1) EACH SIDE OF BODY PER DRAWING AND (1) ON REAR PER DRAWING.</i> <i>!!! PROGRAM TO '35791' TO LOCK AND '555' TO LOCK.</i>	
DL48D000	0	1	ELECTRIC DOOR LOCKS WIRED TO OEM SWITCHES The module door locks and compartment locks (if ordered) are to be wired to the chassis door lock switches.	
DLH40000	0	1	RECESSED LICENSE PLATE BRACKET A Cast Products #LP0002 recessed license plate bracket shall be installed per the attached drawing. The bracket will include lighting in the top to illuminate the license plate.	
DM100000	1	1	REFLECTORS: All patient compartment entry doors shall have red reflectors in the lower corner.	
DR22A000	0	1	MATEFLEX IN EXTERIOR COMPARTMENTS Mateflex will be installed on the floor and shelves of all exterior compartments. <i>Color: BLACK</i>	

ESCAMBIA CO. EMS
6575 NORTH 'W' ST

PENSACOLA, FL 32505
PAT KOSTIC

Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"

Model: 623

Option	Std	Qty	Header/Description/Data	Proposal Total
DR23A000	1	1	RUBBER COVERED WALLS IN BACKBOARD COMPARTMENT The interior of the backboard compartment is to be covered with rubber matting to protect equipment stored in this area. Color: GRAY	
DSP00001	0	1	SPECIAL INSTRUCTION, MODULE BODY HARDWARE !!! SPRAY ALL THRESHOLDS NORMALLY COVERED WITH ANTI SKID TAPE WITH BLACK SCORPION MATERIAL. DO NOT INSTALL ANTI SKID TAPE.	
E			PAINT AND STRIPING	
ED010000	1	1	CHASSIS PAINT: standard white Chassis color to be standard white.	
ED040000	1	1	MODULE PAINT: standard white Paint module standard white Sikkens #FLNA4002.	
ED090000	0	1	STRIPE: custom Special paint stripe See drawing Paint Color: RED Paint Number: FLNA3042 !!! INSTALL AN 8.00" WIDE BELTLINE STRIPE WITH 1.125" SAPPHIRE BLUE VINYL SPACED .250" ABOVE AND BELOW STRIPE WITH "QRS" GOING INTO TOP OF STRIPE. SEE DRAWING. !!! ADD A LOWER SKIRT STRIPE WITH 1.125" BLUE VINYL STARTING AT TOP OF REAR CORNER GUARD THEN A .250" GAP THEN THE PAINTED STRIPE TO THE BOTTOM OF THE BODY. !!! REFER TO DRAWING !!! SAPPHIRE BLUE VINYL LISTED IN #220-37 PN# 10001920 !!! DUPLICATE OF VEHICLE #15660. PHOTOS IN FILE.	
ESP00001	0	1	SPECIAL INSTRUCTION, PAINT & STRIPING !!! SPRAY ALL THRESHOLDS NORMALLY COVERED WITH ANTI SKID TAPE WITH BLACK SCORPION MATERIAL. DO NOT INSTALL ANTI SKID TAPE.	

ESCAMBIA CO. EMS

6575 NORTH 'W' ST

PENSACOLA, FL 32505

PAT KOSTIC

Selected Feature List 11841

Year:

2015

Chassis:

Navistar Medium, 102"

Model:

623

<i>Option</i>	<i>Std</i>	<i>Qty</i>	<i>Header/Description/Data</i>	<i>Proposal Total</i>
---------------	------------	------------	--------------------------------	-----------------------

F INTERIOR CABINET DOORS, HANDLES & HARDWARE

FE010000	1	1	FULL HEIGHT PULL HANDLES ON SLIDING PLEXIGLAS DOORS All sliding cabinet doors to have full length pull handles.	
-----------------	----------	----------	---	--

FE01FT00	1	1	LATCH, HINGED DOOR: Southco flush stainless steel pull style Install stainless flush mount Southco pull latches on the hinged interior cabinet doors.	
-----------------	----------	----------	---	--

FE02A000	1	1	PLEXIGLAS COLOR: light tint All Plexiglas doors to be light tint.	
-----------------	----------	----------	---	--

FE06B000	0	2	AVONITE COUNTER TOP WITH COVERED INTERIOR EDGES An Avonite counter top shall be installed made from the material listed below. The inside vertical and horizontal shall have a smooth rounded radius instead of a 90 degree mated surface. <i>Color: BRAZILIAN BLUE</i>	
-----------------	----------	----------	--	--

FE08ST00	1	1	INHALATION PANEL (STANDARD): The inhalation panel is to be fabricated from composite material and covered with Formica to match to color selected. <i>!!! PANEL TO BE ANGLED AND SHORTENED PER STANDARD.</i>	
-----------------	----------	----------	---	--

FSP00001	0	1	SPECIAL INSTRUCTION, CABINET DOORS, HANDLES & HARDWARE <i>!!! ALL INTERIOR HINGED CABINET DOORS (PLEX AND SOLID) ARE TO BE INSTALLED USING STAINLESS STEEL CONTINUOUS HINGE. INSTALL NUTS AND BOLTS IN ALL HOLES. DO NOT MIX DISIMILAR METALS.</i>	
-----------------	----------	----------	--	--

G INTERIOR COLORS, UPHOLSTERY AND SEATING

ESCAMBIA CO. EMS
6575 NORTH 'W' ST

PENSACOLA, FL 32505
PAT KOSTIC

Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"

Model: 623

<i>Option</i>	<i>Std</i>	<i>Qty</i>	<i>Header/Description/Data</i>	<i>Proposal Total</i>
GF01R000	0	1	INTERIOR COLOR SCHEME: Custom Interior colors are as follows: <i>FLOOR: LONCOIN FLECKSTONE SAPPHIRE #152</i> <i>RISER: INDIGO BLUE WITH PORT ACCENT STRIPE</i> <i>WALL: FASHION GRAY GLOSSIE</i> <i>CABINET: FASHION GRAY ALUMINUM</i> <i>UPHOLSTERY: FLINT GRAY</i>	
GF02M000	1	1	INSIDE CABINET FINISH: paint The interior of all aluminum cabinets shall have a durable paint finish. The painted surface shall be washable and non-absorbent.	
GF02P000	1	1	RISERS: The interior of this vehicle is to contain no wood or wood products. The risers are to be made of reinforced structural composite board covered with Formica per the color description. Formica will not be installed on the risers if stainless steel riser options are selected.	
GK12D000	0	1	EVS CHILD SAFETY SEAT WITH 3-POINT SEAT BELT Delete the standard attendant seat cushion. Install a high back bucket seat with built in child seat restraints and 3-point occupant restraint. The seat to be adjustable front to rear. <i>STANDARD SEATBASE. HEAT/AC WILL STILL BE LOCATED IN THE BOTTOM OF THE LINEN CABINET. INCLUDE DOOR ON SEAT BASE TO ACCESS STORAGE AREA. DOOR IS TO BE PERFORATED DESIGN.</i>	
GK140000	1	1	SEAT BELTS: Install standard seat belt package for use with HOPS. <i>Note: Requires Option #IG070000.</i>	
H			INTERIOR CABINETRY, STREET SIDE	

ESCAMBIA CO. EMS
6575 NORTH 'W' ST

PENSACOLA, FL 32505
PAT KOSTIC

Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"
Model: 623

Option Std Qty Header/Description/Data Proposal Total

HK000200 0 1 LINEN CLOSET WITH HEAT/AC UNIT IN BOTTOM

A vertical storage cabinet shall be located behind the attendant seat. The upper storage area shall house the primary electrical distribution area. The lower section shall be used to house the vehicle heat/ac unit. The outer surface of this area will be covered with perforated stainless steel providing intake air to the heat/ac unit. The center section can be utilized for miscellaneous storage. The electrical distribution area and the center storage area shall be accessed through hinged doors.

The electrical distribution area shall include a Southco key lock/latching device. The entire cabinet shall be fabricated from aluminum and shall then be painted, unless otherwise specified.

OPTION #CB09SB00 MUST ALSO BE SELECTED WHEN THIS OPTION IS USED.

!!! SEE EXISTING FLEET FOR INSTALLATION OF REFRIGERATOR IN THIS AREA.

!!! NOTE DOORS TO BE DESIGNED DIFFERENTLY FOR USE WITH CUSTOMER-SUPPLIED LOCKS. PREPUNCH HOLES FOR LOCKS MAKING SURE THAT THE ARMS ON THE LOCKS WILL REACH TO SECURE THE DOOR.

!!! ADD LARGE BUMPER PADS TO DOOR TO PROTECT WALL WHEN OPENED.

!!! UPPER ELECTRONICS DOOR TO INCLUDE A SQUARE VENT IN DOOR TO DUPLICATE PREVIOUS.

!!! INSTALL LARGE RUBBER BUMPERS ON ALL DOORS TO KEEP THEM FROM HITTING THE FRONT BULKHEAD.

!!! TRIM REFRIGERATOR OPENING SUFFICIENTLY TO ELIMINATE ANY EXISTING SHARP EDGE. INSTALL DRAIN LINE ON THE REFRIGERATOR DRAIN PAN.

!!! TRIM REFRIGERATOR DOOR TO ELIMINATE SHARP EDGES.

!!! SHIP LOOSE BOTH KEYS THAT COME WITH THE TWO CUSTOMER-SUPPLIED LOCKS.

HK001000 1 1 HOPS SYSTEM:

The unit is to be equipped with the HOPS system.

Note: Deletion of the system along with the selection of option #HK01A000 requires that the credit provided under HK01B000 be deleted.

HK01B000 1 1 STREETSIDE WALL WITH CPR SEAT

Street side wall to have CPR configuration.
SEE DRAWINGS

Configure: street side cabinets to be 18" deep.

!!! CABINET WALL PER DRAWING.

!!! NOTE INSTALLATION OF SPECIAL LED LIGHT ABOVE O2 PANEL ILOS BAR LIGHT. LIGHT TO BE MOUNTED FLUSH WITHOUT ANY ANGLES AND AS FAR OUT TOWARD THE EDGE OF THE CABINET AS POSSIBLE.

!!! INSTALL SMALL OSCILLATING FAN IN OPEN AREA TO REAR OF CPR SEAT.

ESCAMBIA CO. EMS
6575 NORTH 'W' ST

PENSACOLA, FL 32505
PAT KOSTIC

Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"

Model: 623

Option	Std	Qty	Header/Description/Data	Proposal Total
HK01R000	0	2	LIFT UP CABINET FRAMES: street-side Fasten the Plexiglas door frame extrusion to a piano hinge secured to the cabinet wall. The complete frame and doors shall hinge open upward providing total access to the cabinet behind. The frame shall be held open with gas charged cylinders and secured in the down position with a sliding dead bolt. <i>Locate: BOTH UPPER CABINETS</i>	
HK03D000	0	1	PULL OUT DRAWER INSTALLATION IN MAIN CABINET WALL Pull out drawer(s) shall be installed in the main cabinet wall at the locations listed below. <i>!!! PULL OUT WRITING TRAY ONLY.</i> <i>!!! INSTALL BELOW INHALATION COUNTER IN CABINET SO CABINET DOOR MUST BE OPENED TO ACCESS PULL OUT WRITING TRAY.</i>	
HK14C000	0	1	MONITOR BRACKET The monitor bracket, as specified below, is to be installed as noted. <i>Manufacturer: FERNO WASHINGTON</i> <i>Model Number: FW M200</i> <i>Location: REARWARD END OF INHALATION COUNTER PER DRAWING</i> <i>!!! INSTALL AVONITE SPACERS UNDER BRACKET TO ALLOW IT TO SWIVEL.</i>	
HSP00001	0	1	SPECIAL INSTRUCTION, STREETSIDE CABINETRY <i>!!! FABRICATE AN ALUMINUM FILLER BOX OUR OF 3/16" MATERIAL AND WELD TO THE TOP OF THE STREETSIDE REAR COMPARTMENT TO FILL THE GAP BETWEEN THE TOP OF THE COMPARTMENT AND THE BOTTOM OF THE UPPER INTERIOR CABINET.</i>	
I			INTERIOR CABINETS AND SQUAD BENCH, CURB SIDE	
IA200000	1	1	SQUAD BENCH STORAGE: Storage shall be provided under the bench cushions. The area shall run where possible under the bench. The storage pan shall be fabricated from aluminum and shall be accessed by raising the split cushions. <i>!!! MUST HAVE 75" BENCH LENGTH.</i>	
ig05f000	0	1	SQUAD BENCH: DELETE CUPS AND WELLS A 22" wide x 72" long bench cushion shall be provided on the curb side of the patient area. The cushion shall be split. No provisions for stretcher cups and wells are provided. <i>!!! CUSHIONS TO INCLUDE 1" OVERHANG.</i> <i>!!! MUST HAVE 75" BENCH LENGTH.</i>	

ESCAMBIA CO. EMS

6575 NORTH 'W' ST

PENSACOLA, FL 32505

PAT KOSTIC

Selected Feature List 11841

Year:

2015

Chassis:

Navistar Medium, 102"

Model:

623

Option	Std	Qty	Header/Description/Data	Proposal Total
IG10A000	1	1	BENCH HOLD OPENS: gas Install gas spring hold opens on squad bench lid.	
IG10Q000	1	1	BENCH HOLD-DOWN: paddle latches (Pair) Install recessed paddle latches into the squad bench riser to retain the squad bench lids in the closed position. The latches shall be both passive and positive.	
IG15A000	1	1	BENCH CUSHION EDGE TRIM: Trim bench cushion edge with protective aluminum trim, to protect horizontal edge of squad bench cushion from tears.. <i>!!! DELETE STANDARD ALUMINUM ANGLE TRIM AND INSTALL STAINLESS STEEL PLATE ON BOTTOM OF CUSHION.</i>	
IG15B000	1	1	BENCH BACK CUSHION: full size Delete individual squad bench back cushions. Install full size cushion.	
IK17E000	0	1	SHARPS/WASTE STORAGE IN A PULL OUT DRAWER IN SQUAD BENCH Install a drawer in the face of the squad bench in the specific location noted below. This drawer will house both sharps and waste containers. <i>Locate: HEAD OF BENCH TO OPEN INTO AISLE</i>	
IK18AA00	1	1	CURBSIDE OVERHEAD CABINET: hinged doors Storage shall be provided above the squad bench. The storage shall run the full length of the squad bench and shall be accessed through hinged Plexiglas doors that are held in the open position with gas activated rods. The entire cabinet shall be fabricated from aluminum. The cabinet is to be 9" H to meet current K requirements. <i>!!! NOTE LOCATION OF 02 OUTLET.</i> <i>!!! INSTALL A PAINTED DIVIDER IN THE CENTER OF CABINET.</i>	

ESCAMBIA CO. EMS

6575 NORTH 'W' ST

PENSACOLA, FL 32505

PAT KOSTIC

Selected Feature List 11841

Year:

2015

Chassis:

Navistar Medium, 102"

Model:

623

Option	Std	Qty	Header/Description/Data	Proposal Total
---------------	------------	------------	--------------------------------	-----------------------

IK280000	0	1	PASS THROUGH ACCESS TO THE CURBSIDE REAR COMPARTMENT Inside/outside access to the curbside rear compartment shall be provided as described. Width is to be determined by the location of any exterior divider and the height shall start 41" from the exterior compartment floor to interior closeout unless noted otherwise below.	
-----------------	----------	----------	---	--

!!! UPPER PORTION ON AISLE SIDE PER DRAWING
 DOOR STYLE: HINGED PLEXIGLAS
 NOTE: INSTALL A MAGNETIC DOOR SWITCH TO ACTIVATE LIGHTING INSIDE COMPARTMENT.

ISP00001	0	1	SPECIAL INSTRUCTION, CURBSIDE CABINERY !!! INSTALL A STORAGE AREA FOR THREE 'D' BOTTLES IN THE CABINET AT THE HEAD OF THE BENCH. THE BOTTLES ARE TO BE ACCESSIBLE FROM THE STEPWELL WITH AN EXTERIOR STYLE DOOR WITH TRIMARK HANDLE. THIS WILL CREATE A 'FLOOR' INSIDE THE COMPARTMENT AT ABOUT INTERIOR FLOOR LEVEL. BOTTOM WILL ONLY BE ACCESSIBLE FROM THE EXTERIOR. THIS WILL PASS THROUGH CABINET AT HEAD OF BENCH AND PROTRUDE INTO END OF BENCH PAN. SEE DRAWING. TO INCLUDE RUBBER STRIPS ALONG THE BOTTOM TO HOLD THE BOTTLES IN PLACE. BOTTLE STORAGE HOUSING TO BE WELDED INTO COMPARTMENT.	
-----------------	----------	----------	--	--

ISP00002	0	1	SPECIAL INSTRUCTION, CURBSIDE CABINERY !!! USE OLD STYLE BAR TYPE CUSHIONS. BEHIND THE UPPER CUSHION INSTALL AN ACCESS PLATE, TO BE COVERED BY THE CUSHION, TO ACCESS THE NUTS ON THE BACK SIDES OF THE SHOULDER BELTS.	
-----------------	----------	----------	---	--

J INTERIOR CABINETS, FRONT

JE05R100	0	1	ROBINSON ROLL UP DOOR, FULL HEIGHT A full height Robinson roll up door shall be provided. The door is to include a lift bar latch with key lock. !!! INSTALL A FULL HEIGHT FRONT ROLL STYLE. !!! THIS OPTION APPLIES TO THE COMPARTMENT AT THE HEAD OF THE BENCH. !!! NOTE WIDTH OF COMPARTMENT/CABINET.	
-----------------	----------	----------	---	--

K MODULE INTERIOR ACCESSORIES AND TRIM

ESCAMBIA CO. EMS

6575 NORTH 'W' ST

PENSACOLA, FL 32505

PAT KOSTIC

Selected Feature List 11841

Year:

2015

Chassis:

Navistar Medium, 102"

Model:

623

Option	Std	Qty	Header/Description/Data	Proposal Total
KG02A000	0	4	I.V. HOOKS: Perko Install Perko I.V. hook where indicated. <i>Locate: FOOT OF COT</i> <i>CHEST OF BENCH</i> <i>FOOT OF BENCH</i> <i>CHEST OF COT</i>	
KG02B000	2	1	IV HANGER, CAST PRODUCTS WITH RUBBER ARM Cast products recessed IV hangers with rubber arms for attaching solution bags shall be installed in the designated locations. <i>Locate: OVER FOOT OF COT</i>	
KG09B000	1	1	CEILING GRAB RAIL: standard (2) 2ft rails or (1) 6ft rail anti-microbial Cabinet wall "A" will have (1) 6' rail over cot as standard. Cabinet wall "B" will have (2) 2' rails, 1-forward and 1-to rear of CPR seat.	
KG09D000	0	1	GRAB RAIL: additional 6ft with anti-microbial coating Additional (6)ft long ceiling mounted stainless steel grab rail with anti-microbial coating. <i>Locate: CURBSIDE OF CEILING PER DRAWING</i>	
KG09I000	0	1	VERTICAL GRAB RAIL INSTALLATION, 2 FT. ANTI-MICROBIAL Install 2' stainless steel grab rail with anti-microbial coating. <i>Locate: ON ANGLE AT END OF BENCH WALL TO ASSIST WITH ENTRY THROUGH SIDE DOOR</i>	
KG09K000	1	1	PATIENT DOOR GRAB RAILS: angled with anti-microbial coating All patient access doors to have heavy duty angled stainless steel grab rails with smooth radius corners and flange mounting and anti-microbial coating.	
KG110000	1	1	FLOOR TRIM Trim floor with cove molding at non rolled areas of floor.	
KG120000	1	1	CABINET TRIM Trim all vertical and horizontal edges.	

ESCAMBIA CO. EMS

6575 NORTH 'W' ST

PENSACOLA, FL 32505

PAT KOSTIC

Selected Feature List 11841

Year:

2015

Chassis:

Navistar Medium, 102"

Model:

623

<i>Option</i>	<i>Std</i>	<i>Qty</i>	<i>Header/Description/Data</i>	<i>Proposal Total</i>
KG16B000	1	1	CEILING MATERIAL, PLATINUM WHITE ALUMINUM COMPOSITE The standard module ceiling material shall be platinum white aluminum composite.	
KL33B000	0	1	REAR RADIO SPEAKERS Install two rear speakers in patient compartment. Volume control to be integral to the rear switch panel and controlled by individual up/down momentary switches. <i>Locate: OVER REAR DOORS</i>	
KSP00001	0	1	SPECIAL INSTRUCTION, INTERIOR ACCESSORIES & TRIM <i>!!! INSTALL (2) 10# ABC FIRE EXTINGUISHERS #10007995 WITH #10007996 VEHICLE MOUNTS AT FINAL INSPECTION. GENERAL LOCATIONS ARE AS FOLLOWS:</i> <i>BULKHEAD WALL FLUSH WITH FLOOR FAR ENOUGH TOWARD THE STEPWELL SO AS NOT TO INTERFERE WITH THE LINEN CABINET DOORS.</i> <i>SS REAR COMPARTMENT LEFT HAND WALL JUST ABOVE SHELF TO BE ACCESSIBLE.</i>	
L			COT MOUNTS AND ACCESSORIES	
LG03F100	0	1	COT MOUNT, DUAL: Stryker Install Stryker cot mount for dual locations <i>COT: STYKER POWER PRO</i> <i>POSITION: DUAL</i>	
LSP00001	0	1	SPECIAL INSTRUCTIONS, COT MOUNTS & PATIENT HANDLING <i>!!! INSTALL FLOOR MOUNT PLATES FOR WINCH NEXT TO ATTENDANT'S SEAT AND PROVIDE POWER FOR TRANSFAE WINCH SYSTEM AT THIS LOCATION.</i>	
M			LIGHTBARS FRONT AND REAR	
MAM148F0	1	1	FRONT LIGHTBARS FOR 96" BODIES	

ESCAMBIA CO. EMS

6575 NORTH 'W' ST

PENSACOLA, FL 32505

PAT KOSTIC

Selected Feature List 11841

Year:

2015

Chassis:

Navistar Medium, 102"

Model:

623

<i>Option</i>	<i>Std</i>	<i>Qty</i>	<i>Header/Description/Data</i>	<i>Proposal Total</i>
mam15y00	0	1	LIGHT BAR: custom front Install special front light bar. <i>Model: WHELEN ULTRA FREEDOM 55" BAR WITH CLEAR LENS.</i> <i>Configure: [RED REAR CORNER] [R] [W] [R] [W] [W] [R] [W] [R] [RED REAR CORNER]</i> <i>ALL LED</i>	
mam20a00	0	1	LIGHT BAR MOUNT: cab roof Mount light bar on cab roof. <i>Model: selected above</i>	
MM ELECTRICAL EMERGENCY VISUAL WARNING SYSTEMS				
MM01A000	0	1	WIG WAG HEADLIGHTS: Install wig wag headlight flasher.	
MM030000	1	1	WHELEN M SERIES LIGHTING OPTIONS:	
mm04r000	0	6	M4 SERIES LED, RED Whelen M4 series L.E.D. lights shall be installed in the designated locations. <i>Location: GRILLE AND INTERSECTION LIGHTS</i> <i>Location: INSTALL (4) IN GRILLE WITH THE LOWER LIGHTS INBOARD TO FORM A 'V' PATTERN.</i> <i>Lens color: CLEAR</i> <i>!!! INSTALL WITH APPROPRIATE HOUSINGS.</i>	
mm07a000	0	1	M7 SERIES LED, AMBER Whelen M7 series L.E.D. lights shall be installed in the designated locations. <i>Location: OVER REAR DOORS</i> <i>Lens color: CLEAR</i>	
mm07ra00	0	2	M7 SERIES LED, RED/AMBER SIDE TO SIDE SPLIT Whelen M7 series L.E.D. lights shall be installed in the designated locations. <i>Location: REAR RISER</i> <i>Lens color: CLEAR</i> <i>!!! LIGHTS TO ACTIVATE WHEN THE REAR DOORS ARE OPENED WITH THE IGNITION 'ON' ONLY.</i>	

ESCAMBIA CO. EMS

6575 NORTH 'W' ST

PENSACOLA, FL 32505

PAT KOSTIC

Selected Feature List 11841

Year:

2015

Chassis:

Navistar Medium, 102"

Model:

623

Option	Std	Qty	Header/Description/Data	Proposal Total
mm07rw00	0	2	M7 SERIES LED, RED/WHITE SIDE TO SIDE SPLIT Whelen M7 series L.E.D. lights shall be installed in the designated locations. <i>Location:</i> OVER REAR WHEELWELLS <i>Lens Color:</i> CLEAR	
mm09a000	0	2	M9 SERIES LED, AMBER Whelen M9 series L.E.D. lights shall be installed in the designated locations. <i>Location:</i> REAR AT WINDOW LEVEL <i>Lens color:</i> CLEAR	
mm09r000	0	6	M9 SERIES LED, RED Whelen M9 series L.E.D. lights shall be installed in the designated locations. <i>Location:</i> CURBSIDE STREETSIDE UPPER CORNERS REAR FACE <i>Lens color:</i> CLEAR	
MMSP0010	0	1	SPECIAL INSTRUCTION, VISUAL EMERGENCY WARNING SYSTEMS !!! FLASH PATTERN TO DUPLICATE LAST PROGRAMMING ON #15193. !!! PROGRAM TO ALLOW FLASH PATTERNS TO BE CHANGED VIA WIRING LOCATED IN THE ELECTRICAL CABINET. !!! PROGRAM THE M7 LIGHTS IN THE REAR RISER TO ACTIVATE IN PRIMARY AND WITH THE REAR DOORS OPEN AND THE IGNITION 'ON'. !!! PROGRAM SO THAT THE ONLY LIGHTS TO SHUT OFF IN SECONDARY ARE THE WHITE LIGHTS IN THE FRONT LIGHTBAR.	
MN			AUDIBLE EMERGENCY WARNING SYSTEMS	
MN09N000	1	1	AIR HORN: medium duty chassis The chassis shall have air horns installed from the chassis manufacturer. The air horns shall use the chassis air system. The air horns can only be activated when the vehicle is in gear. <i>TRUMPET LOCATE:</i> SIDES OF HOOD <i>ACTIVATE:</i> OEM HORN RING AND BUTTON ON PASSENGER SIDE OF CONSOLE, !!! NO PULL LANYARD. !!! DISCONNED AND REMOVE OEM UNDER BODY FRAME MOUNTED HORN.	

ESCAMBIA CO. EMS
6575 NORTH 'W' ST

PENSACOLA, FL 32505
PAT KOSTIC

Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"

Model: 623

Option	Std	Qty	Header/Description/Data	Proposal Total
MN35B000	0	1	SIREN: 295SLSC1 Specified siren to be: WHELEN WS295SLSC1	
MN40A000	1	1	SIREN INSTALL: The siren listed above shall be supplied and mounted as defined.	
MN45UL00	1	1	SPEAKERS, SA3803 Install SA3803 siren speakers.	
MN50A000	1	1	SPEAKER INSTALL: bumper Speaker Selections (Bumper Installed)	
O			LIGHTS	
OL09M000	0	1	KKK SIDE BODY MARKER LIGHTS, M6 SERIES L.E.D. (PAIR) Install red Whelen L.E.D. M6 series turn/marker lights on each rear side of the module body. Lights provide module body night time side lighting visibility and turning signal indication.	
OL34L000	1	1	LED EXTERIOR COMPARTMENT LIGHTING All exterior compartments will be lighted with LED strip lighting. A vertical strip will be installed inside both sides of each compartment. The lights shall be directed toward the back of the compartment. <i>Note: ALL STRIPS TO BE FULL LENGTH OF COMPARTMENT.</i>	
OL350000	1	1	ICC MARKER LIGHTS LED ICC marker lights shall be installed.	

ESCAMBIA CO. EMS

6575 NORTH 'W' ST

PENSACOLA, FL 32505

PAT KOSTIC

Selected Feature List 11841

Year:

2015

Chassis:

Navistar Medium, 102"

Model:

623

Option	Std	Qty	Header/Description/Data	Proposal Total
OM25CW0	0	6	M9 SERIES LED SCENE LIGHT Install Whelen M9 series LED side scene lights. <i>Locate: (2) PER SIDE (2) OVER REAR DOORS</i>	
OM30D000	0	1	TAIL LIGHTS, M6 SERIES Whelen M6 series brake/tail, amber arrow turn and backup lights to be installed in the selected location. <i>Locate: VERTICAL STACK ABOVE RISER PER DRAWING</i>	
P			ELECTRICAL POWER GROUP	
PAL00003	1	1	INTELLIPLX MULTIPLEX ELECTRICAL SYSTEM: Install the Intelliplx Multiplex electrical system.	
PAL01B00	1	1	BATTERY SWITCH: std. operation The "Master" battery switch shall switch battery power "on" and "off" to the ambulance body and conversion added electrical circuits only. All OEM chassis electric's, (headlights, ignition, keep alive) shall remain wired "hot" and have no ability to be switched "off", and provide circuit function as provided by the chassis manufacturer. NOTE: DO NOT MODIFY OEM BATTERY SWITCH UNLESS STATED BELOW. <i>!!! SWITCH TO NOT CUT POWER TO THE CHASSIS.</i>	
PAL02200	1	1	INVERTER INSTALL OPTIONS:	
pal02g00	0	1	INVERTER: 20-1000TUL interface A Vanner #20-1000TUL inverter shall be installed in the vehicle's designated electrical equipment location. Included will be a Vanner Interface Module, Inverter Status Panel, and Control Switch. The switch will be installed in the inhalation panel for inverter activation. <i>!!! INCLUDE SWITCH AND INSTALL STATUS PANEL IN THE INHALATION AREA PER DRAWING.</i>	

ESCAMBIA CO. EMS

6575 NORTH 'W' ST

PENSACOLA, FL 32505

PAT KOSTIC

Selected Feature List 11841

Year:

2015

Chassis:

Navistar Medium, 102"

Model:

623

Option	Std	Qty	Header/Description/Data	Proposal Total
PAL04D00	1	1	CHARGER/POWER SUPPLY: 45 AMP Install a 45 amp battery conditioner in the designated electrical equipment area. Conditioner to be wired to the batteries through the standard shoreline inlet.	
PAL30A00	2	5	110V INTERIOR OUTLET Two 110V interior outlets are provided as standard on all models. The standard locations are in the inhalation area and the wall over the squad bench. Additional outlets are to be specified as to their location. <i>LOCATE: INHALATION AREA</i> <i>LOCATE: CRASH RESTRAINT CABINET AT HEAD OF BENCH (surface mount)</i> <i>LOCATE: PASSENGER SIDE OF REAR EXTENSION OF CONSOLE</i> <i>LOCATE: WALL OVER BENCH</i> <i>LOCATE: REARWARD END OF CABINET BELOW INHALATION</i> !!! INSTALL A 1" DIAMETER HOLE IN REARWARD END OF INHALATION COUNTER/CABINET THROUGH THE AVONITE TRAY TO ACCESS OUTLET IN CABINET BELOW COUNTER. !!! SEE DRAWING	
PAL31C00	3	3	INTERIOR 12VDC OUTLETS: cigarette lighter type 12 volt outlets to use cigarette lighter style connectors. <i>Locate: INHALATION AREA</i> <i>Locate: CRASH RESTRAINT CABINET AT HEAD OF BENCH (surface mount)</i> <i>Locate: PASSENGER'S SIDE OF CONSOLE, FORWARD END 3" UP FROM FLOOR</i> Configure: "HOT" AT ALL TIMES.	
PAL38C00	0	2	SHORELINE: 20 amp eject Install a 20 amp Kussmaul auto ejection shoreline receptacle. Include a dynamic disconnect. <i>Locate: streetside module body</i> !!! WIRE (1) TO INTERIOR 110V HEATER !!! WIRE (1) TO ALL OTHER 110V REQUIREMENTS INSIDE VEHICLE PLUS BLOCK HEATER. !!! LABEL BATTERY CHARGER & HEATER !!! NOTE: INSPECTION TO CHECK 110V HEATER DEDICATED SHORELINE WITH HEATER ON. CHECK WITH AMP CLAMP AND RECORD RESULTS FOR CUSTOMER INSPECTION.	
PAL39000	0	1	WIRE ENGINE BLOCK HEATER: Wire engine block heater to shoreline. Make provisions to disable engine block heater when desired.	

ESCAMBIA CO. EMS
6575 NORTH 'W' ST

PENSACOLA, FL 32505
PAT KOSTIC

Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"
Model: 623

Option	Std	Qty	Header/Description/Data	Proposal Total
PAL40000	1	1	EXTRA 12VDC CIRCUIT BREAKER: An extra circuit breaker shall be installed. !!! 15 AMP BREAKER.	
PL10A000	1	1	SWITCH PANEL MOUNT: Switch panel to be flush mounted in upper face of console.	
PL11A000	0	1	LIGHT PROGRAMMING: side rear scene The side rear scene lights shall be wired to transmission reverse, plus standard mode of operation.	
PL11B000	0	1	LIGHT PROGRAMMING: right side scene The right side scene lights shall come "on" when the side patient door is opened.	
PL11C000	0	1	LIGHT PROGRAMMING: load light The rear load lights shall be wired to transmission reverse, plus the standard mode of operation.	
PL11E000	0	1	LIGHT PROGRAMMING: modular disconnect timer The module disconnect shall be wired to automatically shut-down when inadvertently left in the on position, with the engine turned OFF and the battery switch in the ON position. Time out: 5 min. Configure: Do not time out if shoreline is plugged in	
PL11F000	1	1	PROGRAMMING: AUDIBLE LOW VOLTAGE ALARM Program an audible alarm to activate if the voltage drops below 11.8 volts for 120 seconds.	
PL11G000	1	1	LIGHT PROGRAMMING: park brake A warning shall display on the front console readout, advising to set the Parking Brake, should the modular disconnect switch be "ON" and the transmission placed in "PARK" or "NEUTRAL". It will also advise to Disengage the Parking Brake should the vehicle be placed into gear. Configure: wire alarm to activate with red flasher circuit	

ESCAMBIA CO. EMS
6575 NORTH 'W' ST

PENSACOLA, FL 32505
PAT KOSTIC

Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"
Model: 623

Option	Std	Qty	Header/Description/Data	Proposal Total
PL190000	1	1	REPORT LIGHT: A report light shall be located at the action wall to light the counter area !!! ILOS INSTALL WHELEN PSC0CDR LED STRIP-LITE. NO NOT INSTALL AT AN ANGLE. MOUNT FLUSH AND AS FAR OUT TOWARD THE EDGE OF THE CABINET AS POSSIBLE.	
PL20C000	0	1	CLOCK: aircraft An aircraft style back lighted clock with sweep second hand shall be installed. The clock shall include a hinge for easy access to changing the time or battery. Locate: OVER REAR DOORS	
PL220000	1	1	STEP WELL LIGHT: Install one step well light for the right side patient door. Light to come on when door is opened. !!! RIGHT SIDE OF STEPWELL ILOS. USE TECNIQ LED ILOS.	
PL24T000	0	2	LAMP TIMER: programmable Install an electronic momentary touch timer switch where specified. The switch will enable time limited operation of the below listed lights, with the battery switch in the off position. Locate: BULKHEAD WALL INSIDE SIDE ACCESS DOOR CURBSIDE RISER IN PANEL WITH DUMP SWITCH Light(s) Controlled: DUROLUMENS SET ELAPSED TIME FOR 5 MINUTES Note: Use new 3-switch panels. Install the dump override switch closest to the door opening. The middle switch is to be left blank. The light switch is to be toward the hinged side of the door.	
PL26D000	0	1	NORCOLD REFRIGERATOR Install a Norcold NR740BB-H 12V refrigerator in the location noted below. LOCATE: LINEN CABINET BELOW ELECTRONICS. NOTE: INSTALL BEHIND A PERFORATED ALUMINUM DOOR. DOOR TO HAVE WELDED CORNERS. INSTALL TWO CUSTOMER-SUPPLIED LOCKS. NOTE THAT HOLES FOR LOCKS TO BE PREPUNCHED AND LOCATED SO AS TO ALLOW THE ARMS TO REACH TO LATCH. SHIP LOOSE THE TWO KEYS THAT COME WITH THE TWO CUSTOMER-SUPPLIED LOCKS. !!! INSTALL A DRAIN LINE FOR THE REFRIGERATOR. !!! INSTALL DEDICATED BATTERY HOT POWER TO REFRIGERATOR INSIDE CABINET WHERE IT IS INSTALLED.	

ESCAMBIA CO. EMS
6575 NORTH 'W' ST

PENSACOLA, FL 32505
PAT KOSTIC

Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"
Model: 623

Option	Std	Qty	Header/Description/Data	Proposal Total
PL27CE00	0	8	PATIENT CEILING DOME LIGHT LENS: Concept Style Concept 3 style LED dome lights will be installed in the designated areas of the patient ceiling. <i>NOTE: LIGHT OVER HEAD OF BENCH AND LIGHT OVER THE ATTENDANT'S SEAT TO BE ON SEPARATE SWITCH</i>	
PL27FS00	0	2	LIGHT PROGRAMMING: cab light control The following lights shall be controlled as followed in addition to the standard modes of operation; A switch on the front control panel can be toggled to turn off the defined lights, should they be on. The switch can also be toggled to turn on the defined lights, should they be off. The defined lights shall reset to normal operational programming should a patient access door be opened, or if the master battery switch is switched off, than on again. <i>Lights: PATIENT DOME LIGHTS</i> <i>Lights: LED PATIENT CEILING LIGHTS</i>	
PL280000	1	1	GOOSE NECK PANEL LIGHT Install a flexible goose neck panel light in the following area. <i>Locate: PASSENGER'S SIDE OF THE RADIO CONSOLE.</i> <i>!!! THIS IS TO BE A FEDERAL LED LITTLELITE ILOS.</i> <i>!!! NOTE THAT LOCATION SHOULD BE .5" FURTHER AFT THAN ON PREVIOUS UNITS.</i>	
PL29A000	0	1	SPOT LIGHT: hand held Install an Optronics 400,000 CP hand held spotlight with momentary switch in the location noted below. <i>Locate: INSTALL IN A CARPET COVERED ALUMINUM POCKET ATTACHED TO THE REAR OF THE RADIO CONSOLE. USE 12V PLUG-IN STYLE ILO HARD WIRED.</i>	
PSP00001	0	1	SPECIAL INSTRUCTION, ELECTRICAL POWER, PROGRAMMING <i>!!! INSTALL (3) ROM DUROLUMEN LED LIGHTS IN PLACE OF FLUORESCENTS. SPACE EVENLY IN PATIENT COMPARTMENT CEILING.</i>	
Q			HEATING, AIR CONDITIONING AND INTERIOR ENVIRONMENT	

ESCAMBIA CO. EMS
6575 NORTH 'W' ST

PENSACOLA, FL 32505
PAT KOSTIC

Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"
Model: 623

Option	Std	Qty	Header/Description/Data	Proposal Total
QH291000	0	1	CABINET MOUNTED HEAT/AC UNIT FOR SWIVEL ATTENDANT SEAT The vehicle heat/ac unit will be installed in the bottom of the linen cabinet instead of the attendant seat base. Requires vertical mounting of a custom combo unit. Unit will use (1) #10008973, 3-ply filter. <i>Note: UNIT TO HAVE STANDARD SEATBASE. HEAT/AC WILL STILL BE LOCATED IN THE BOTTOM OF THE LINEN CABINET.</i>	
QH29I200	0	1	HEAT/AC SYSTEM-COMPRESSOR & CONDENSOR, NAVISTAR, FACE Install a ProAir 12V heat/AC system, complete with compressor and condenser, for the Navistar 4300. Unit is to include 3-ply replaceable carbon filters at the air intake point. This system shall not tap into the chassis OEM heat/AC system. Includes a top mounted condenser for DT466. <i>INSTALL AN EXTERNAL CONDENSER ON A 16" WEDGE MOUNT ON THE FRONT FACE OF THE BODY.</i> <i>PREVIOUS VEHICLE #13956 HAD THE CONDENSER FANS WIRED THROUGH THE HIGH PRESSURE SWITCH. DO NOT WIRE THESE VEHICLES IN THAT MANNER. WIRE TO DUPLICATE THE ESCAMBIA VEHICLES PREVIOUS TO #13956.</i> <i>ALL HOSES ARE TO HAVE STANDARD 'EASY CLIP' FITTINGS AND ARE TO BE INSTALLED IN PROTECTIVE LOOM.</i> <i>AC HOSES ARE TO RUN FROM THE LOWER LEFT PORTION OF THE #2 COMPARTMENT, UP AND OVER THE TOP OF THE VERTICAL CABINET BEHIND THE ATTENDANT'S SEAT, TO THE FRONT CONDENSER.</i> <i>INSTALL AN ACCESS PANEL ON THE FRONT WALL OF THE VEHICLE TO SERVICE FITTINGS.</i> <i>REDUCE THE USE OF FITTINGS AS MUCH AS POSSIBLE.</i> <i>INSTALL AN AUXILIARY RECEIVER-DRYER IN THIS SYSTEM.</i> <i>SYSTEM IS TO INCLUDE A SECOND COMPRESSOR.</i> <i>!!! LEAVE SOME SLACK IN THE AC LINES. DO NOT PULL TOO TIGHT. ALSO NOTE PRESSURE SWITCH TO RECEIVER/DRYER. SEE JIM HISER WITH QUESTIONS. HE REPAIRED SYSTEMS ON PREVIOUS UNITS.</i>	
QL43C000	0	1	PERKO POWER VENT Install a Perko power vent. Use existing ceiling plate and vent to outside of modular body.	
QL43D000	0	1	PERKO STATIC VENT Install a Perko static vent. Use existing ceiling plate and vent to outside of modular body.	

ESCAMBIA CO. EMS
6575 NORTH 'W' ST

PENSACOLA, FL 32505
PAT KOSTIC

Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"

Model: 623

Option	Std	Qty	Header/Description/Data	Proposal Total
QL450000	0	1	ELECTRIC HEATER: A Dayton 110 volt electrical heater shall be installed in the patient area and shall be wired to the vehicle shoreline. !!! INSTALL IN THE REAR FACE OF THE BENCH PAN. INSTALL A CLOSEOUT OVER THE BACK OF THE HEATER INSIDE BENCH.	
R			CAB CONSOLE AND COMMUNICATIONS	
RJ01A000	1	1	ANTENNA COAX 1: An RG 58U coax shall be installed so that the ambulance conversion need not be disassembled. Exterior Termination: FRONT CENTER OF MODULE ROOF Interior Termination: ATTENDANT SEAT BASE !!! INSTALL CUSTOMER SUPPLIED CABLE, MOUNT, AND "VHF" ANTENNA	
RJ040000	1	1	RADIO CABLE PULL WIRE A standard pull wire for radio installation shall be installed from behind the driver's seat to behind the inhalation panel. Wire is to run in a 3" conduit.	
RJ05B000	1	1	FRONT CONSOLE: A console shall be fabricated to coordinate with the interior cab color. Room shall be provided on the face of the console for installation of radio and siren controls. !!! INSTALL CUSTOM CONSOLE PER ATTACHED DRAWING. !!! REAR PORTION TO BE OPEN WITH NO SLOTS OR DIVIDERS. !!! INSTALL (2) CUP HOLDERS PER DRAWING AND SEAL BOTTOMS AGAINST LEAKAGE. !!! INSTALL A .250" ALUMINUM REINFORCEMENT PLATE ON THE INSIDE OF CONSOLE PER DRAWING FOR ATTACHMENT OF LAPTOP MOUNTING BRACKET. THIS IS LOCATED ON THE CURBSIDE FORWARD AREA. INSTALL A CUSTOMER-SUPPLIED COMPUTER BRACKET IN THIS LOCATION. !!! DUPLICATE OF PREVIOUS VEHICLES.	
RJ06A000	0	1	RADIO HEAD PRE-CUT: front Cut out control console for radio head(s). CUSTOMER SUPPLIED	

ESCAMBIA CO. EMS
6575 NORTH 'W' ST

PENSACOLA, FL 32505
PAT KOSTIC

Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"
Model: 623

Option	Std	Qty	Header/Description/Data	Proposal Total
RJ06B000	0	1	RADIO HEAD PRE-CUT: rear Cut out rear action panel for radio head(s). CUSTOMER SUPPLIED	
RJ070000	0	2	RADIO CABLE INSTALL: customer supplied Customer supplied radio cables will be installed during the vehicle construction. Cables to be tagged and marked at each end to identify their installed location. All cables shipped to Horton must have the vehicle production number clearly marked on the shipping package, and delivered prior to or at time of modular pre-wire. !!! (1) FROM FRONT CONSOLE TO BELOW THE ATTENDANT'S SEAT. (1) FROM INHALATION AREA TO BELOW ATTENDANT'S SEAT.	
RJ080000	1	2	RADIO POWER/GROUND: Install 6 gauge cable to positive and ground studs for radio power. !!! INSTALL (1) BATTERY HOT AND (1) BATTERY SWITCHED IN ATTENDANT SEAT BASE !!! INSTALL (1) BATTERY SWITCHED POWER AND GROUND INSIDE OF FRONT CONSOLE.	
RSP00001	0	1	SPECIAL INSTRUCTION, CAB CONSOLE & COMMUNICATIONS !!! INSTALL (1) CUSTOMER SUPPLIED SPEAKER AND 1-HAND SET. SPEAKER TO GO ABOVE PASSTHROUGH WINDOW AS HIGH UP AS POSSIBLE. HANDSET IS TO MOUNT ON THE RIGHT HAND WALL OF ACTION AREA PER PREVIOUS UNITS. !!! INSTALL REMAINDER OF RADIO EQUIPMENT UNDER THE ATTENDANT'S SEAT AND PROVIDE VENTED ACCESS DOOR PER PREVIOUS UNITS.	
T			OXYGEN AND SUCTION	
TN002000	1	1	OXYGEN BOTTLE MOUNT, VERTICAL TRACK FOR QRM-V Vertical track for mounting of a QRM-V O2 bottle mount shall be welded on the back wall of the compartment in the right hand corner. The O2 bottle mount is adjustable for "M" or "H" size tanks.	
TN01MW00	1	1	OXYGEN BOTTLE, CYLINDER BRACKET: Zico Zico QRM-V oxygen bracket shall be installed. Locate: standard location Tank Size: "M" OR 'H'	

ESCAMBIA CO. EMS

6575 NORTH 'W' ST

PENSACOLA, FL 32505

PAT KOSTIC

Selected Feature List 11841

Year:

2015

Chassis:

Navistar Medium, 102"

Model:

623

Option	Std	Qty	Header/Description/Data	Proposal Total
TN030000	2	2	OXYGEN OUTLETS, STANDARD Two oxygen outlets shall be provided as standard and shall be located in the inhalation panel.	
TN03A000	0	1	OXYGEN OUTLET: additional Install additional oxygen outlet(s). <i>Locate: FORWARD END OF BENCH CABINET</i>	
TN04A000	0	1	ADAPTER TYPE: Ohio Diamond II Oxygen outlets to be Ohio Diamond II.	
TN050000	1	2	FLOWMETER: Supply dial type flowmeter.	
TN060000	1	1	OXYGEN WRENCH: Install oxygen wrench in oxygen compartment. Mount secure so not left hanging. Mount with length of chain or cable so not removable.	
TN100000	1	1	VACUUM OUTLET: inhalation wall A single vacuum panel shall be installed in the inhalation area. The outlet shall be of the same style as the oxygen system and hooked to the onboard vacuum pump.	
TN11A000	1	1	ASPIRATOR: RS-4X disposable Install Rico RS-4X aspirator.	
TN120000	1	1	VACUUM PUMP: Install 12vdc electric suction pump.	
U			LETTERING	

ESCAMBIA CO. EMS

6575 NORTH 'W' ST

PENSACOLA, FL 32505

PAT KOSTIC

Selected Feature List 11841

Year:

2015

Chassis:

Navistar Medium, 102"

Model:

623

Option	Std	Qty	Header/Description/Data	Proposal Total
UP010000	0	1	LETTERING: Lettering to be included. Color: GOLD SCOTCHLITE WITH BLACK OUTLINE/SHADE Style: HELVETICA !!! UNIT ID NUMBER IS '12' (do not install on plates)	
UP01CS00	0	1	LETTERING REQUIRED ON CURBSIDE OF BODY Lettering shall be installed on the curbside of the body. This lettering shall meet the requirements listed below. "ESCAMBIA COUNTY" (NEW ARTWORK) "EMS" (UPPER PORTION OF SIDE ENTRY DOOR) !!! UNIT ID NUMBERS ARE '12' (do not install on plates)	
UP01F000	0	1	LETTERING REQUIRED ON FRONT OF VEHICLE Lettering shall be installed on the front of the vehicle. This lettering shall meet the requirements listed below. "AMBULANCE" (MIRROR IMAGE ON WINDSHIELD) "EMS" SIZED TO FIT, UPPER DRIVERS SIDE !!! UNIT ID NUMBERS ARE '12' (do not install on plates)	
UP01R000	0	1	LETTERING REQUIRED ON REAR OF VEHICLE Lettering shall be installed on the rear of the vehicle. This lettering shall meet the requirements listed below. "DIAL 911" (ON REAR DOORS ABOVE WINDOWS) "BUCKLE UP" (ON REAR DOORS BELOW WINDOWS) "KEEP BACK" (BOTTOM OF REAR DOORS BELOW STRIPE) "300 FEET" (SIZE TO FIT) "EMS" (UPPER LEFT REAR CORNER OF VEHICLE) !!! UNIT ID NUMBERS ARE '12' (do not install on plates)	
UP01SS00	0	1	LETTERING REQUIRED ON STREET SIDE OF BODY Lettering shall be installed on the street side of the body. This lettering shall meet the requirements listed below. "ESCAMBIA COUNTY" (NEW ARTWORK) EMS" (UPPER PORTION OF FORWARD COMPARTMENT DOOR) !!! UNIT ID NUMBERS ARE '12' (do not install on plates)	

ESCAMBIA CO. EMS

6575 NORTH 'W' ST

PENSACOLA, FL 32505

PAT KOSTIC

Selected Feature List 11841

Year:

2015

Chassis:

Navistar Medium, 102"

Model:

623

Option	Std	Qty	Header/Description/Data	Proposal Total
UP03B000	0	58	4" SHADED SCOTCHLITE LETTERING * *	
UP08D000	0	1	STAR OF LIFE 36: (each) Install 36" star of life. Locate: ROOF	
UP180000	1	1	DOOR REFLECTORS Install 2" x 12" strips of red Scotchlite at the top of each entry door placed horizontally.	
Z02	0	1	Factory Pickup and Transportation Allowance for vehicle pickup, transportation and drivers fee. !!! DELIVERY TO ESCAMBIA COUNTY EMS.	
Z04	0	1	Fuel, Tags, Etc. Allowance for fuel, tags and administrative.	

ESCAMBIA CO. EMS

6575 NORTH 'W' ST

PENSACOLA, FL 32505

PAT KOSTIC

Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"

Model: 623

Option Std Qty Header/Description/Data

Proposal Total

Total Configured Cost \$222,396.00

Authorized Department Signature(s):



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6059

County Administrator's Report 12.7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Purchase of Ambulance Chassis with Remount of Ambulance Unit Module Boxes

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Purchase of Ambulance Chassis with Remount of Existing Ambulance Modules - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the purchase of two ambulance chassis with remount of ambulance unit module boxes:

A. Authorize use of the State of Ohio Term Contract STS233, effective January 1, 2014, through December 31, 2018, Ambulance and Related Equipment, for the purchase of two 2015 Navistar 102 inch chassis (Model CCO 102"), with remount of Unit 23 (PN 55560) and Unit 24 (PN 55561) module boxes on the new chassis; and

B. Authorize issuance of a Purchase Order, in the amount of \$334,644, to Halcore Group, Inc. (d/b/a Horton Emergency Vehicles Company), an awarded vendor on Contract STS233, for this purpose.

[Funding Source: Fund 352, Local Option Sales Tax III Fund, Cost Center 330435, Project 08PS0028]

BACKGROUND:

Since 2000, Escambia County EMS (ECEMS) has purchased 49 ambulances from Horton Emergency Vehicles Company after being awarded two competitive bids. The association with Horton has proven to be beneficial for Escambia County and its citizens primarily. The quality of these ambulances has enabled ECEMS to provide continuity of emergency medical services to Escambia County citizens and visitors, while saving taxpayer dollars on several levels.

Examples:

- The standardization of the ambulance cabinet (module) design which ensures that the equipment placement is identical throughout the fleet.
- A standardized fleet offers the ability to have a County employee certified as fleet technician by the manufacturer to make warranty repairs to the ambulances when needed.
- The solid state electrical system in our ambulances, Intelliplex System, is proprietary to

Horton, requires minimal maintenance and uses very little space in the vehicle. The Intelliplex System uses a central processing unit to diagnosis and assist in troubleshooting and identifying faults in the system. We have found this system and its warranty unsurpassed by any other manufacturer.

Primary Selection Criteria:

Horton Emergency Vehicles Company is the only U.S. ambulance manufacturing company that crash tests their ambulance units. ECEMS has experienced firsthand the results of the quality construction of these units through recent vehicle accidents which, in vehicles of lesser quality, could have had dire results. The ambulances we purchased recently have the Horton Occupant Protection System (HOPS) with the Safety Restraint System (SRS), air bags, incorporated in the module box (patient area) for added protection for our employees and patients. Additionally, the manufacturer is finalizing details to purchase our chassis from the local International dealer.

Remounts:

The warranty for the module box construction is for 15 years from original purchase date and would not be available from any other manufacturer if we were able to find one willing to remount another manufacturer's module.

“Should the ambulance body be re-chassied by HEVC during the original warranty period, the structural warranty set forth above will be revalidated for an additional five years from the expiration of the original warranty period. If the ambulance body is re-chassied by HEVC a second or subsequent time during the original or any extended warranty period, HEVC will extend this structural warranty to five additional years from the date on which the body is last re-chassied, provided that necessary repairs are authorized by the owner and performed by HEVC. The opportunity to extend this warranty will remain in effect for the life of the body and is subject to the conditions that i) the re-chassis work must be performed only by HEVC and ii) that the re-chassis work must be completed during the original or an extended warranty period. Any re-chassis or modification work performed on the body by another party will immediately and permanently void this warranty.”

The quality construction of Horton ambulances has been demonstrated to ECEMS through the durability of its ambulance fleet. The units are on the road every day, in all kinds of weather and on a variety of road conditions. These vehicles have surpassed expectations and experiences from previous manufacturers.

BUDGETARY IMPACT:

Funds are budgeted and are available in Fund 352, Local Option Sales Tax III Fund, Cost Center 330435, Project 08PS0028.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions, and Section 46-64, Board approval.

IMPLEMENTATION/COORDINATION:

If approved by the Board, the Public Safety Department will submit a purchase requisition to the Office of Purchasing for issuance of the Purchase Order.

Attachments

Horton Remount Proposal

State of Ohio DAS Webpage

State of Ohio Horton STS233 pricelist



Horton Emergency Vehicles--3800 McDowell Rd.--Grove City, OH 43123

ESCAMBIA CO. EMS
6575 NORTH 'W' ST
PENSACOLA, FL 32505
PAT KOSTIC

Year: 2015
Chassis: Navistar 102"
Type: MED
Model: CCO 102"
Rev 1 Print Features **11840**

CATEGORIES:

- A** Chassis
- B** Body Connection Pass Thru Type
- BH** Chassis Accessories
- BL** Chassis Electrical
- C** Conversion Model
- CB** Module Body Modifications
- D** Module Body Hardware
- E** Paint and Striping
- F** Cabinet Doors, Handles and Hardware
- G** Interior Colors
- H** Interior Cabinets, Streetside
- I** Interior Cabinets, Curbside
- J** Front Wall Cabinets
- K** Interior Accessories and Trim
- L** Cot Mount, and Patient Handling
- M** Warning Systems, Visual
- MN** Warning Systems, Audible
- O** Lights, Non Emergency
- P** Electrical Power Group
- Q** Heat, Ventilation, Air conditioning
- R** Console, Radio, and communications
- T** Oxygen and Suction
- U** Lettering and Graphics
- Z** Other

ESCAMBIA CO. EMS
6575 NORTH 'W' ST
PENSACOLA, FL 32505
PAT KOSTIC



Selected Feature List 11840

Year: 2015
Chassis: Navistar 102"
Model: CCO 102"

Option Std Qty Header/Description/Data Proposal Total

AA00000C 1 1 SPECIFICATION FOR AN AMBULANCE BODY RECHASSIS

!!! 623 CONVERSION !!!

AB **Horton Emergency Vehicles Feature List**

AB000001 1 1 ORIGINAL CONVERSION INFORMATION

Original info is as follows:

CONVERSION INFO.

Original Horton I.D. #TBD

Model: 603

Type: I

Cab to Axle: 102"

Body Length: 167"

Body Width: 96"

Interior Height: 72"

Cab Connection Type: Walkthrough_____ Bellows__X__

Body Mount Style: Double Bolt Style__X__ ViTech _____

Fuel Fill Location: CAB

Electrical System: INTELLIPLEX

CHASSIS INFO.

Year: TBD

Make: INTERNATIONAL

Model: 4300

Miles: TBD

VIN: TBD

AB000002 1 1 RETURN ITEMS

The following items shall be returned to the customer:

Used chassis returned: _____

Used chassis disposed of by Horton: __X__

!!! TITLE TO BE PROVIDED AT DROP-OFF.

AC **CHASSIS**

AI **NAVISTAR CHASSIS**

ESCAMBIA CO. EMS
6575 NORTH 'W' ST
PENSACOLA, FL 32505
PAT KOSTIC



Selected Feature List 11840

Year: 2015
Chassis: Navistar 102"
Model: CCO 102"

Option Std Qty Header/Description/Data Proposal Total

AIN12014 0 1 CHASSIS, 2014 NAVISTAR 4300LP, 102" C/A

The chassis required to complete the ambulance conversion shall be supplied by Horton. All chassis ordered with OEM air rides will include a Horton installed air tank drain line, running from the tank(s) to the bottom side of the rub rail.

!!! 2015 MODEL

Reference quote #: 746-01

CHASSIS TO BE PURCHASED THROUGH WARD INTERNATIONAL OF PENSACOLA, FL.

AJNSPIC0 1 1 CHASSIS INTERIOR COLOR SHALL BE GRAY

B CHASSIS MODIFICATIONS, HARDWARE AND ACCESSORIES

BH02F000 1 1 HUB & LUG NUT COVERS, STAINLESS FOR NAVISTAR 19.5"

Polished stainless steel hub and lug nut covers shall be installed on all four outside wheels.

BH02H000 1 1 TIRE SIZE, 19.5", MEDIUM DUTY:

This vehicle is specified to have 19.5" tires.

BH02J000 0 1 CHASSIS IS EQUIPPED WITH AIR BRAKES:

This vehicle is specified to have air brakes. Note that proper tire clearances are allowed.

!!! NOTE PREVIOUS CHASSIS HAD HYDRAULIC BRAKES. BODY MODIFICATION MAY BE REQUIRED.

BH040000 1 1 CHASSIS IS EQUIPPED WITH HORIZONTAL EXHAUST

The chassis specified above is to include a horizontal exhaust.

The exhaust will exit on the drivers side of the vehicle unless otherwise noted.

ESCAMBIA CO. EMS
 6575 NORTH 'W' ST
 PENSACOLA, FL 32505
 PAT KOSTIC



Selected Feature List 11840

Year: 2015
Chassis: Navistar 102"
Model: CCO 102"

<u>Option</u>	<u>Std</u>	<u>Oty</u>	<u>Header/Description/Data</u>	<u>Proposal Total</u>
---------------	------------	------------	--------------------------------	-----------------------

- | | | | | |
|-----------------|---|---|---|--|
| BH04F000 | 1 | 1 | CHASSIS HORSEPOWER RATING IS LESS THAN 260HP
The chassis specified above will have the standard cab height.
Note: Engines with less than 260 hp may have raised cab due to cooling package and larger radiator. | |
| BH26K000 | 0 | 1 | TRANSFER FUEL TANK COVERS
Transfer the existing diamondplate fuel tank covers to the new chassis. | |
| BH32OR00 | 1 | 1 | AIR SUSPENSION SWITCH: dump override
A switch will be installed where specified, to override the automatic dump feature activated by the left rear patient compartment entry door.

<i>!!! INSTALL NEW STYLE INTELLIPLEX SWITCH PANEL AT ORIGINAL LOCATION.</i> | |
| BL26L000 | 0 | 1 | DUAL PURPOSE CAMERA SYSTEM, BACKUP AND PATIENT AREA VEWING
Install a Voyager VCCS150 backup camera over the rear doors. Install a second camera on the interior of the vehicle as noted below. Install a Voyager AOM711 7" LCD screen in the cab rearview mirror area. Wire to activate the backup camera when the vehicle is placed into reverse. The second camera is to provide a view of the patient area when selected.

<i>INTERIOR CAMERA LOCATION: STD</i>

<i>!!! TRANSFER THE EXISTING REAR CAMERA AND CABLE.</i> | |
| BL32A000 | 1 | 1 | OEM AM/FM/CD PLAYER SHALL BE PROVIDED BY THE OEM MANUFACTURER
OEM AM/FM/CD player shall be provided by the OEM manufacturer on all Horton supplied chassis.

<i>Note: This option applies only to chassis supplied by Horton. Chassis supplied by either the customer or the dealer must be ordered with this feature from the chassis OEM.</i> | |
| BSP00001 | 0 | 1 | SPECIAL INSTRUCTION, CHASSIS MODIFICATION HARDWARE & ACCESSORIES

<i>!!! TRANSFER DRIVECAM SYSTEM TO NEW CHASSIS.</i> | |



Selected Feature List 11840

Year: 2015
Chassis: Navistar 102"
Model: CCO 102"

<u>Option</u>	<u>Std</u>	<u>Qty</u>	<u>Header/Description/Data</u>	<u>Proposal Total</u>
---------------	------------	------------	--------------------------------	-----------------------

BSP00002	0	1	SPECIAL INSTRUCTION, CHASSIS MODIFICATION HARDWARE & ACCESSORIES	
----------	---	---	---	--

!!! TRANSFER AND CLEAN THE EXISTING REAR STEP. NOTIFY SPECWRITER IF THERE IS ANY DAMAGE TO THE STEP.

C1			RECHASSIS	
-----------	--	--	------------------	--

CA900000	0	1	BASE CHANGEOVER	
----------	---	---	------------------------	--

Existing ambulance body is to be remounted onto a new chassis. Perform inspection of body and communicate any areas of concern to the customer.

CB100000	1	1	BODY TO CHASSIS TIE DOWNS & CAB TO BODY SEAL OR BELLOWS	
----------	---	---	--	--

All new body to chassis tie downs shall be installed. Tie downs to be same style as original. Also a new cab to body seal or bellows shall be installed. Whichever is applicable

CB250500	0	3	REPLACE ENTRY DOOR HANDLES, EACH	
----------	---	---	---	--

Upgrade entry door Trimark handles, and linkage to current standards. New inside door panel included.

Doors: ALL ENTRY DOORS.

!!! INSTALL NEW STYLE EMERGENCY DOOR RELEASE LATCHES ON THE REAR ENTRY DOORS.

D			MODULE BODY HARDWARE	
----------	--	--	-----------------------------	--

DG030000	0	1	COMPARTMENT AND ENTRY DOOR SEALS	
----------	---	---	---	--

All entry door and compartment door seals shall be replaced.

DH03A000	0	2	REPLACE FRONT STAINLESS STEEL SPLASH SHIELDS	
----------	---	---	---	--

Replace the stainless steel splash shields with new brushed stainless material.



Selected Feature List 11840

Year: 2015
Chassis: Navistar 102"
Model: CCO 102"

<u>Option</u>	<u>Std</u>	<u>Qty</u>	<u>Header/Description/Data</u>	<u>Proposal Total</u>
---------------	------------	------------	--------------------------------	-----------------------

DH04A000	0	1	REPLACE MODULE BODY FENDERS: stainless steel Rear wheel housings shall have new stainless steel flare skirts to protect the wheel house opening and side body finish.	
DH04RS20	0	4	REPLACE DIAMOND PLATE RUB RAIL, EACH Replace the diamond plate rub rail at the described location. <i>Locate:</i>	
DH110000	0	4	REPLACE DIAMOND PLATE CORNER GUARD, EACH Replace the diamond plate corner guard at the described location. <i>Locate:</i>	
DH420000	0	1	REPLACE THE DIAMOND PLATE RISER Replace the rear diamondplate riser between the bottom of the rear entry door opening and the bottom of the body.	
DSP00001	0	1	SPECIAL INSTRUCTION, MODULE BODY HARDWARE <i>!!! REMOVE EXISTING SIDE DOOR STEP AND INSTALL A ZICO STEP TO MATCH NEWER UNITS.</i>	

E1	PAINT AND STRIPING
-----------	---------------------------

ED00000C	0	1	COMPLETE REPAINT 1. Remove all body doors, door handles, hinges, windows and hardware 2. Sand body and doors 3. Acid etch body and doors 4. Apply conversion coating 5. Repaint body and doors per color instructions listed below 6. Reinstall doors, door handles, hinges, windows and hardware unless new parts are specified	
ED010000	1	1	CHASSIS PAINT: standard white Chassis color to be standard white.	

ESCAMBIA CO. EMS
6575 NORTH 'W' ST
PENSACOLA, FL 32505
PAT KOSTIC



Selected Feature List 11840

Year: 2015
Chassis: Navistar 102"
Model: CCO 102"

Option	Std	Oty	Header/Description/Data	Proposal Total
--------	-----	-----	-------------------------	----------------

ED04A000	0	1	MODULE PAINT: standard white Paint module standard white Sikkens #FLNA4002. <i>Note: This option applies only when repaint option is chosen above.</i>	
----------	---	---	---	--

ED090000	0	1	STRIPE: custom Special paint stripe See drawing <i>!!! DUPLICATE EXISTING STRIPE.</i>	
----------	---	---	---	--

F	INTERIOR CABINET DOORS, HANDLES & HARDWARE
----------	---

FE010001	1	1	INSPECT CABINET DOORS, HANDLES & HARDWARE All Interior cabinet latches, hinges, doors, handles, sliders, hardware and trim to be inspected, and replaced as required. Replacement of parts will be at an extra cost and must be approved prior to replacement. <i>!!! REPLACE ANY DISCOLORED OR WORN CABINET HINGES/LATCHES.</i>	
----------	---	---	---	--

FE08SU00	0	1	REPLACE INHALATION PANEL Replace the existing inhalation panel with a new panel fabricated from Coosa material and covered with Formica to match the interior color. <i>!!! INSTALL A STANDARD ANGLED PANEL TO MATCH 15660. CUT SHORT 14" FOR MONITOR BRACKET.</i>	
----------	---	---	---	--

G1	INTERIOR COLORS, UPHOLSTERY AND SEATING
-----------	--



Selected Feature List 11840

Year: 2015
Chassis: Navistar 102"
Model: CCO 102"

<u>Option</u>	<u>Std</u>	<u>Qty</u>	<u>Header/Description/Data</u>	<u>Proposal Total</u>
---------------	------------	------------	--------------------------------	-----------------------

GF00000C 0 1 REPLACE MODULE FLOOR MATERIAL

Remove and replace entire patient area floor with new material. Option includes the following:

1. New floor material
2. New sub floor
3. Remove attendant seat base, vertical cabinet and front wall cabinet
4. Reinstall existing cot floor hardware (unless new hardware is selected)
5. Reinstall rear, side door and cab stainless steel thresholds (Unless new material is selected)

Flooring material required: LONCOIN FLECKSTONE SAPPHIRE #152

GF00001C 0 1 REPLACE ALL INTERIOR UPHOLSTERY

Replace all interior upholstery with water fall style cushions and backrests. Include bench cushions, CPR seat, hip cushions, backrests, and head bumpers. Install new closeouts.

Color: FLINT GRAY

Note: Does not include bucket seats.

GK12A100 0 1 NEW SEAT BASE FOR BOXED SEAT

A boxed seat base shall be located at the head of the cot. The base shall be fabricated from aluminum.

!!! BASE TO BE USED WITH SEAT LISTED BELOW. BASE TO BE USED TO HOUSE THE RADIOS. VENT BASE ADEQUATELY FOR RADIO STORAGE. DUPLICATE #15660.

GK12D100 0 1 REPLACE EVS CHILD SAFETY SEAT WITH 3-POINT SEAT BELT

Replace the attendant's seat with a new EVS 3-point seat with a built-in child-safety seat.

GSP00001 0 1 SPECIAL INSTRUCTION, INTERIOR COLORS & SEATING

!!! SPRAY ALL THRESHOLDS NORMALLY COVERED WITH ANTI SKID TAPE WITH BLACK SCORPION MATERIAL. DO NOT INSTALL ANTI SKID TAPE.

GSP00002 0 1 SPECIAL INSTRUCTION, INTERIOR COLORS & SEATING

!!! INSTALL MOUNTING PLATES FOR TRANSAFE BARIATRIC WINCH NEXT TO ATTENDANT'S SEAT AND AT FOOT OF PATIENT AREA. DO NOT SUPPLY A WINCH OR RAMPS. DUPLICATE #15660.

ESCAMBIA CO. EMS
6575 NORTH 'W' ST
PENSACOLA, FL 32505
PAT KOSTIC



Selected Feature List 11840

Year: 2015
Chassis: Navistar 102"
Model: CCO 102"

Option Std Oty Header/Description/Data Proposal Total

H1 **INTERIOR CABINETRY, STREET SIDE**

IG030000 0 1 **SQUAD BENCH SCAB**
Remove and replace the finish floor material from the squad bench scab.

JA **INTERIOR CABINETS, FRONT**

K1 **MODULE INTERIOR ACCESSORIES AND TRIM**

L1 **COT MOUNTS AND ACCESSORIES**

LG03F100 0 1 **COT MOUNT, DUAL: Stryker**
Install Stryker cot mount for dual locations
Cot Model: POWER PRO
Locate: DUAL

M **LIGHTBARS FRONT AND REAR**

MAM15G00 1 1 **TRANSFER EXISTING LIGHTBAR:**
The current cab-mounted front lightbar is to be transferred to the new unit per instructions below:
!!! REPLACE LENSES WITH NEW CLEAR LENSES.

MM **ELECTRICAL EMERGENCY VISUAL WARNING SYSTEMS**

ESCAMBIA CO. EMS
 6575 NORTH 'W' ST
 PENSACOLA, FL 32505
 PAT KOSTIC



Selected Feature List 11840

Year: 2015
Chassis: Navistar 102"
Model: CCO 102"

<u>Option</u>	<u>Std</u>	<u>Oty</u>	<u>Header/Description/Data</u>	<u>Proposal Total</u>
---------------	------------	------------	--------------------------------	-----------------------

MM01A000	0	1	WIG WAG HEADLIGHTS: Install wig wag headlight flasher.	
-----------------	---	---	--	--

MMSP0010	0	1	SPECIAL INSTRUCTION, VISUAL EMERGENCY WARNING SYSTEMS <i>!!! REPLACE ALL EMERGENCY LIGHTING WITH WHELEN M SERIES LIGHTING. USE CHROME WHELEN ADAPTOR BEZELS TO CONVERT FROM OLD STYLE LIGHTS TO M SERIES. ALL LENSES ARE TO BE CLEAR. LIGHTS TO BE INSTALLED AS FOLLOWS:</i> (6) M4 RED, INSTALL (4) IN GRILLE WITH LOWER LIGHTS INBOARD. INSTALL (2) AS CHASSIS INTERSECTION LIGHTS. LENSES ARE TO BE CLEAR. (1) M7 AMBER, INSTALL OVER REAR DOORS, CLEAR LENS. (2) M7 RED/AMBER, (2) IN REAR RISER (TO OPERATE WHEN THE REAR DOORS ARE OPEN AND THE IGNITION SWITCH IS 'ON' ONLY), (2) M7 RED/CLEAR AS WHEELWELL LIGHTS. CLEAR LENSES. (2) M9 AMBER, REAR AT WINDOW LEVEL, CLEAR LENSES. (6) M9 RED, (2) CURBSIDE UPPER CORNERS, (2) STREETSIDE UPPER CORNERS, (2) REAR UPPER CORNERS OF BODY, CLEAR LENSES.	
-----------------	---	---	--	--

MMSP0020	0	1	SPECIAL INSTRUCTION, VISUAL EMERGENCY WARNING SYSTEMS <i>!!! PROGRAM ALL LIGHTS PER PREVIOUS UNIT 15660.</i>	
-----------------	---	---	--	--

MN	AUDIBLE EMERGENCY WARNING SYSTEMS
-----------	--

MN360000	1	1	TRANSFER EXISTING SIREN HEAD TO NEW VEHICLE The existing siren shall be transferred from the original vehicle to the new one. Model: Locate:	
-----------------	---	---	--	--

MN45UL00	0	1	SPEAKERS, SA3803 Install SA3803 siren speakers.	
-----------------	---	---	---	--

ESCAMBIA CO. EMS
 6575 NORTH 'W' ST
 PENSACOLA, FL 32505
 PAT KOSTIC



Selected Feature List 11840

Year: 2015
Chassis: Navistar 102"
Model: CCO 102"

Option	Std	Qty	Header/Description/Data	Proposal Total
--------	-----	-----	-------------------------	----------------

MN50A000	0	1	SPEAKER INSTALL: bumper Speaker Selections (Bumper Installed)	
----------	---	---	---	--

MNSP0010	0	1	SPECIAL INSTRUCTION, AUDIBLE WARNING SYSTEMS <i>!!! NEW CHASSIS IS TO INCLUDE AIRHORNS, HOOD-MOUNTED WITH ACTIVATION THROUGH HORN RING AND A BUTTON ON THE PASS. SIDE OF THE CONSOLE. DISCONNECT AND REMOVE OEM UNDERBODY FRAME MOUNTED HORN.</i>	
----------	---	---	---	--

O	LIGHTS			
---	--------	--	--	--

OL09M000	0	1	KKK SIDE BODY MARKER LIGHTS, M6 SERIES L.E.D. (PAIR) Install red Whelen L.E.D. M6 series turn/marker lights on each rear side of the module body. Lights provide module body night time side lighting visibility and turning signal indication. <i>!!! USE CHROME WHELEN ADAPTOR BEZELS TO MATCH OTHER BEZELS.</i>	
----------	---	---	---	--

OSP00001	0	1	SPECIAL INSTRUCTION, ELECTRICAL <i>!!! INSTALL (2) M9 LED SCENE LIGHTS OVER THE REAR DOORS FOR USE AS LOAD LIGHTS. USE CHROME WHELEN ADAPTOR BEZELS TO REPLACE OLDER STYLE LIGHTHEADS.</i> <i>!!! INSTALL (4) M9 LED SCENE LIGHTS (2) PER SIDE FOR USE AS SIDE SCENE LIGHTS. USE CHROME WHELEN ADAPTOR BEZELS TO REPLACE OLDER STYLE LIGHTHEADS.</i>	
----------	---	---	---	--

PA	ELECTRICAL POWER GROUP			
----	------------------------	--	--	--

PAL00009	1	1	CHASSIS ELECTRICAL HARNESS A new electrical harness shall be installed on the new chassis. This harness will be custom made to mate up to the existing body.	
----------	---	---	--	--



Selected Feature List 11840

Year: 2015
Chassis: Navistar 102"
Model: CCO 102"

<u>Option</u>	<u>Std</u>	<u>Qty</u>	<u>Header/Description/Data</u>	<u>Proposal Total</u>
---------------	------------	------------	--------------------------------	-----------------------

- | | | | | |
|-----------------|---|---|--|--|
| PAL01B00 | 1 | 1 | BATTERY SWITCH: std. operation
The "Master" battery switch shall switch battery power "on" and "off" to the ambulance body and conversion added electrical circuits only. All OEM chassis electric's, (headlights, ignition, keep alive) shall remain wired "hot" and have no ability to be switched "off", and provide circuit function as provided by the chassis manufacturer.

NOTE: DO NOT MODIFY OEM BATTERY SWITCH UNLESS STATED BELOW. | |
| PAL38C00 | 0 | 2 | SHORELINE: 20 amp eject
Install a 20 amp Kussmaul auto ejection shoreline receptacle. Include a dynamic disconnect.

<i>Locate: REPLACE EXISTING</i>

<i>!!! REPLACE DYNAMNIC DISCONNECTS AS NEEDED.</i> | |
| PL290000 | 1 | 1 | TRANSFER THE EXISTING HAND HELD SPOTLIGHT
The existing hand held spotlight is to be transferred from the original chassis to the new one.

<i>Locate: PER PREVIOUS.</i>

NOTE: DO NOT CUT END OFF OF PLUG. THIS IS TO BE A PLUG-IN STYLE LIGHT. | |
| PSP00001 | 0 | 1 | SPECIAL INSTRUCTION, ELECTRICAL POWER, PROGRAMMING

<i>!!! REPLACE EXISTING DOME LIGHTS IN PATIENT HEADLINER WITH CONCEPT STYLE LED DOME LIGHTS.</i> | |
| PSP00002 | 0 | 1 | SPECIAL INSTRUCTION, ELECTRICAL POWER, PROGRAMMING

<i>!!! INSTALL 12V POWER UNDER THE SEATBASE PER 15660 FOR THE WINCH SYSTEM. LOCATE CLOSE TO FLIP-DOWN DOOR FOR EASY ACCESS.</i> | |

QC	HEATING, AIR CONDITIONING AND INTERIOR ENVIRONMENT
-----------	---

- | | | | | |
|-----------------|---|---|---|--|
| QH291A00 | 0 | 1 | REPLACE CABINET MOUNTED HEAT/AC UNIT FOR SWIVEL ATTENDANT SEAT
The vehicle heat/ac unit will be installed in the bottom of the linen cabinet instead of the attendant seat base. Requires vertical mounting of a custom combo unit. | |
|-----------------|---|---|---|--|



Selected Feature List 11840

Year: 2015
Chassis: Navistar 102"
Model: CCO 102"

Option	Std	Oty	Header/Description/Data	Proposal Total
--------	-----	-----	-------------------------	----------------

QH29I200	0	1	REPLACE HEAT/AC SYSTEM-COMPRESSOR & CONDENSOR, NAVISTAR, FACE Install a ProAir 12V heat/AC system, complete with compressor and condenser, for the Navistar 4300. Unit is to include a replaceable filter at the air intake point. This system shall not tap into the chassis OEM heat/AC system. Includes a top mounted condenser for DT466. <i>Note: Compressor to be ordered with the chassis.</i> <i>!!! To duplicate previous vehicles.</i>	
----------	---	---	--	--

R CAB CONSOLE AND COMMUNICATIONS				
---	--	--	--	--

RJ05R000	1	1	TRANSFER THE ORIGINAL CAB CONSOLE The original cab electrical console is to be transferred to the new chassis if compatible.	
RJ071000	0	1	TRANSFER EXISTING RADIO CABLES The existing communication radio cables shall be transferred to the new vehicle.	
RJ080000	0	1	RADIO POWER/GROUND: Install heavy gauge cable to positive and ground studs for radio power. <i>Locate: Under attendant's seat.</i> <i>Configure: battery switched</i>	
RSP00001	0	1	SPECIAL INSTRUCTION, CAB CONSOLE & COMMUNICATIONS <i>!!! RELOCATE RADIO FROM LINEN CABINET TO AREA BENEATH ATTENDANT'S SEAT. PROVIDE POWER/GROUND AT THIS LOCATION AS NOTED ABOVE.</i>	

TA OXYGEN AND SUCTION				
------------------------------	--	--	--	--

TN001000	1	1	TRANSFER AND RETEST O2 SYSTEM: Transfer the existing O2 system to the new unit and retest.	
----------	---	---	--	--



Details
for:

Ambulance and Related Equipment

General Information

Contract Type: State Term Schedule

Contract Status: Awarded

Commodity Category: Automotive Products, Vehicles and Related Services

Schedule Number: 800330

Index Number: STS233

Vendor: Horton Emergency Vehicles

Vendor OAKS Contract ID: 800330

Comments/Memo: Revised Contract Pricelist

Dates

Expiration Date: 12/31/2018

Procurement Program

Open Solicitation: Yes

Other

Open to Co-op: Yes

OMP Contract: No

Financing Available: No

Leasing Available: No

Associated PDF Files



Amendment/Addenda: ... ▼ Select a number to view the information

Original Contract: [Click to View ORIGINAL CONTRACT](#)

Revised Contract: [Click to View REVISED CONTRACT](#)

Terms and Conditions: [Click to View TERMS & CONDITIONS](#)

[Procurement Home](#)

[Current Contracts](#)

[Find It Fast](#)

[Procurement Contacts](#)

[Help & Reference Materials](#)

[FAQ](#)

[Forms](#)

[Web Links](#)

[Comments/Questions](#)

[Training/Tutorials](#)

[Back to Previous Page](#)

[state home](#)

[OIT home](#)

[DAS home](#)

[site map](#)

[contact DAS](#)

[search Ohio.gov](#)

[privacy policy](#)



State of Ohio STS 233 Ambulance Pricing - Horton Emergency Vehicles

Contract Type:	Ambulances & Related Accessories
Index #:	STS233
Manufacturer:	<i>Horton Emergency Vehicles Company</i>

Delivery: *Approximately 210-240 Days after receipt of order at Horton Emergency Vehicles Company*



CUSTOM AMBULANCE GROUP

<u>Year</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>
2014	453 Type I	Ambulance, <u>Ford</u> 164.8" wheel base F-450 (4x2) Super Duty, <u>145"</u> modular body, Horton Custom Series (6 Exterior Compartments) CRAWL THROUGH , with air ride	\$148,135.00
2014	453 Type 3	Ambulance, <u>Ford</u> 138" wheel base E-350 Super Duty (<u>Gasoline Engine</u>), <u>145"</u> modular body, Horton Custom Series (6 Exterior Compartments) WALK THROUGH	\$123,686.00
2014	457 Type I	Ambulance, <u>Ford</u> 164.8" wheel base F-450 (4x2) Super Duty, <u>157"</u> modular body, Horton Custom Series (6 Exterior Compartments) CRAWL THROUGH	\$150,270.00
2014	603 Type I	Ambulance, <u>Ford</u> 189" wheel base F-450 (4x2) Super Duty, <u>167"</u> modular body, Horton Custom Series (6 Exterior Compartments) CRAWL THROUGH	\$152,433.00
2014	623 Type I	Ambulance, <u>Ford</u> 189" wheel base F-450 (4x2) Super Duty, <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) CRAWL THROUGH	\$155,418.00
2014	533 Type 3	Ambulance, <u>Ford</u> 158" wheel base E-450 Super Duty (<u>Gasoline Engine</u>), <u>163"</u> modular body, Horton Custom Series (6 Exterior Compartments) WALK THROUGH	\$129,570.00
2014	553 Type 3	Ambulance, <u>Ford</u> 158" wheel base E-450 Super Duty (<u>Gasoline Engine</u>), <u>169"</u> modular body, Horton Custom Series (6 Exterior Compartments) WALK THROUGH	\$132,736.00
2015	623 Type I	Ambulance, <u>Ford</u> <u>182"</u> wheel base F-650 (4x2) Super Duty (<u>Diesel Engine</u>), <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) CRAWL THROUGH	\$173,497.00
2014	553 Type 3	Ambulance, <u>Chev/GMC</u> 159" wheel base G-4500 Cutaway, <u>169"</u> modular body, Horton Custom Series (6 Exterior Compartments) WALK THROUGH (Model includes heated Velvac mirrors)	\$141,801.00
2015	603 Type I	Ambulance, <u>International</u> 169" wheel base 4300LP (4x2) cab/chassis, <u>167"</u> modular body, Horton Custom Series (6 Exterior Compartments) WALK THROUGH <i>(with 2010 emissions)</i>	\$183,701.00
2015	623 Type I	Ambulance, <u>International</u> 175" wheel base 4300LP (4x2) cab/chassis, <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) WALK THROUGH <i>(with 2010 emissions)</i>	\$182,627.00
2015	623 Type I	Ambulance, <u>International Terrastar (4x2)</u> 183" wheel base SFA cab/chassis, <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) WALK THROUGH <i>(with 2010 emissions)</i>	\$165,994.00
2014	623 Type I	Ambulance, <u>Kenworth (4x2)</u> 176" wheel base T300 cab/chassis, <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) WALK THROUGH <i>(with 2010 emissions)</i>	\$187,728.00
2014	623 Type I	Ambulance, <u>Spartan Metrostar (4x2)</u> cab/chassis, 191" modular body, Horton Custom Series (6 Exterior Compartments) NON-WALK THROUGH	\$310,048.00
2014	603 Type I	Ambulance, <u>Freightliner</u> 169" wheel base M2 (4x2) cab/chassis, <u>167"</u> modular body, Horton Custom Series (6 Exterior Compartments) WALK THROUGH <i>(with 2010 emissions)</i>	\$178,102.00
2014	623 Type I	Ambulance, <u>Freightliner</u> 175" wheel base M2 (4x2) cab/chassis, <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) WALK THROUGH <i>(with 2010 emissions)</i>	\$178,110.00
2014	457 Type I	Ambulance, <u>Dodge 4500 (4x2)</u> , 168.5" wheel base cab/chassis, <u>157"</u> modular body, Horton Custom Series (6 Exterior Compartments) CRAWL THROUGH	\$152,475.00
2014	623 Type I	Ambulance, <u>Dodge 4500 (4x2)</u> , 192" wheel base cab/chassis, <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) CRAWL THROUGH	\$159,528.00



PACKAGED AMBULANCE GROUP

<u>Year</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>
2014	300 SERIES	Ambulance, <u>Ford</u> , 158" wheel base E-450 Super Duty (<u>Gasoline Engine</u>), <u>169"</u> modular body, Horton Packaged Series (6 Exterior Compartments) WALK THROUGH	\$121,460.00
2014	300 SERIES	Ambulance, <u>Chevrolet/GMC</u> <u>159"</u> wheel base <u>4500</u> cut-a-way chassis (<u>Diesel Engine</u>), <u>169"</u> modular body, Horton Packaged Series (6 Exterior Compartments) WALK THROUGH (Model includes heated Velvac mirrors)	\$130,751.00
2014	300s SERIES	Ambulance, <u>Ford</u> , 138" wheel base E-350 Super Duty (<u>Gasoline Engine</u>), <u>149"</u> modular body, Horton Packaged Series (4 Exterior Compartments) WALK THROUGH <i>(price includes bench cabinet)</i>	\$117,586.00
2014	300s SERIES	Ambulance, <u>Chevrolet/GMC</u> <u>139"</u> wheel base <u>3500</u> cut-a-way chassis (<u>Diesel Engine</u>), <u>149"</u> modular body, Horton Packaged Series (4 Exterior Compartments) WALK THROUGH <i>(price includes bench cabinet)</i>	\$125,260.00
2014	300s SERIES	Ambulance, <u>Ford</u> , 165" wheel base F-350 (4x2) Super Duty (<u>Diesel Engine</u>), <u>149"</u> modular body, Horton Packaged Series (4 Exterior Compartments) NON-WALK THROUGH <i>(price includes bench cabinet)</i>	\$126,850.00

(Note that only a select few options from AMBULANCE OPTIONS found in the Custom Group are available with models found in the Packaged Group)

-See Sales Representative for further details-

PRE-ENGINEERED AMBULANCE GROUP

<u>Year</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>
2014	553-PE	Ambulance, <u>Ford</u> , 158" wheel base E-450 Super Duty (<u>Gasoline Engine</u>), <u>169"</u> modular body, Horton Pre-Engineered Series (6 Exterior Compartments) WALK THROUGH	\$134,845.00
2014	603-PE	Ambulance, <u>Ford</u> , 189" wheel base F-450 (4x2) Super Duty (<u>Diesel Engine</u>), <u>167"</u> modular body, Horton Pre-Engineered Series (5 Exterior Compartments) NON-WALK THROUGH with Liquid Spring Suspension	\$152,450.80

(Note that only a select few options from AMBULANCE OPTIONS found in the Custom Group are available with models found in the Pre-Engineered Group)

-See Sales Representative for further details-



REMOUNT AMBULANCE GROUP

<u>Year</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>
2014	Remount 1	Ambulance, Ford E-450 Super Duty (Gasoline Engine), remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification. <u>Remount includes:</u> NEW BODY MOUNTS NEW CAB TO BODY SEAL NEW LED GRILL LIGHTS (500 SERIES) NEW LED INTERSECTION LIGHTS (700 SERIES) SWAP LIGHT BAR IF NEEDED NEW CAB RUNNING BOARDS NEW CAB WIRING HARNESS NEW SIREN SPEAKERS NEW WHEEL SIMULATORS NEW MUD FLAPS NEW EXTERIOR COMPARTMENT DOOR SEALS NEW HEAT/AC SYSTEM ON MODULE INCLUDES SINGLE PAINT STRIPE ON CAB INCLUDES NEW CONSOLE AND CONSOLE EXTENSION	\$85,494.00
2014	Remount 2	Ambulance, Chev/GMC G-4500 cutaway (Duramax Diesel Engine), remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification. <u>Remount includes:</u> NEW BODY MOUNTS NEW CAB TO BODY SEAL NEW LED GRILL LIGHTS (500 SERIES) NEW LED INTERSECTION LIGHTS (700 SERIES) SWAP LIGHT BAR IF NEEDED NEW CAB RUNNING BOARDS NEW CAB WIRING HARNESS NEW SIREN SPEAKERS NEW WHEEL SIMULATORS NEW MUD FLAPS NEW EXTERIOR COMPARTMENT DOOR SEALS NEW HEAT/AC SYSTEM ON MODULE INCLUDES SINGLE PAINT STRIPE ON CAB NEW VELVAC HEATED MIRRORS INCLUDES NEW CONSOLE AND CONSOLE EXTENSION	\$93,499.00
2014	Remount 3	Ambulance, Ford F-450 Super Duty (Diesel Engine), remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification. <u>Remount includes:</u> NEW BODY MOUNTS NEW CAB TO BODY SEAL NEW LED GRILL LIGHTS (500 SERIES) NEW LED INTERSECTION LIGHTS (700 SERIES) SWAP LIGHT BAR IF NEEDED NEW CAB RUNNING BOARDS NEW CAB WIRING HARNESS NEW SIREN SPEAKERS NEW WHEEL SIMULATORS NEW MUD FLAPS NEW EXTERIOR COMPARTMENT DOOR SEALS NEW HVAC PATIENT AREA EVAPORATOR INCLUDES SINGLE PAINT STRIPE ON CAB NEW MONROE AIR RIDE SYSTEM NEW UREA FILL SYSTEM (If Required) INCLUDES NEW CONSOLE AND CONSOLE EXTENSION	\$108,700.00
2014	Remount 4	Ambulance, Dodge 4500 cab/chassis (Diesel Engine), remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification. <u>Remount includes:</u> NEW BODY MOUNTS NEW CAB TO BODY SEAL NEW LED GRILL LIGHTS (500 SERIES) NEW LED INTERSECTION LIGHTS (700 SERIES) SWAP LIGHT BAR IF NEEDED NEW CAB RUNNING BOARDS NEW CAB WIRING HARNESS NEW SIREN SPEAKERS NEW WHEEL SIMULATORS NEW MUD FLAPS NEW EXTERIOR COMPARTMENT DOOR SEALS NEW HVAC PATIENT AREA EVAPORATOR INCLUDES SINGLE PAINT STRIPE ON CAB NEW MONROE AIR RIDE SYSTEM NEW UREA FILL SYSTEM (If Required) INCLUDES NEW CONSOLE AND CONSOLE EXTENSION	\$109,652.00



REMOUNT AMBULANCE GROUP (Cont.)

2015  Remount 5

Ambulance, **Navistar 4300LP (Diesel Engine)**, remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification.

\$133,343.00

Remount includes:

NEW BODY MOUNTS
NEW CAB TO BODY SEAL
NEW LED GRILL LIGHTS (500 SERIES)
NEW LED INTERSECTION LIGHTS (700 SERIES)
SWAP LIGHT BAR IF NEEDED
NEW CAB RUNNING BOARDS
NEW CAB WIRING HARNESS
NEW SIREN SPEAKERS
NEW WHEEL SIMULATORS
NEW MUD FLAPS
NEW EXTERIOR COMPARTMENT DOOR SEALS
NEW HVAC PATIENT AREA EVAPORATOR AND CONDENSER (Positioned in same Location)
INCLUDES SINGLE PAINT STRIPE ON CAB
EXHAUST ROUTING PER EXISTING UNIT
INCLUDES NEW CONSOLE AND CONSOLE EXTENSION

2015 Remount 6

Ambulance, **International Terrastar (Diesel Engine)**, remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification.

\$119,151.15

Remount includes:

NEW BODY MOUNTS
NEW CAB TO BODY SEAL
NEW LED GRILL LIGHTS (500 SERIES)
NEW LED INTERSECTION LIGHTS (700 SERIES)
SWAP LIGHT BAR IF NEEDED
NEW CAB RUNNING BOARDS
NEW CAB WIRING HARNESS
NEW SIREN SPEAKERS
NEW WHEEL SIMULATORS
NEW MUD FLAPS
NEW EXTERIOR COMPARTMENT DOOR SEALS
NEW HVAC PATIENT AREA EVAPORATOR AND CONDENSER (Positioned in same Location)
INCLUDES SINGLE PAINT STRIPE ON CAB
EXHAUST ROUTING PER EXISTING UNIT
INCLUDES NEW CONSOLE AND CONSOLE EXTENSION



AMBULANCE and applicable REMOUNT OPTIONS

<u>Option code</u>	<u>Description</u>	<u>Price</u>
<u>BODY OPTIONS (A)</u>		
A01	<u>BODY DROP, CURBSIDE WITH TWO STEP ENTRY</u> (standard in various models) or <i>STREET SIDE</i> The curbside skirt, forward of the rear wheel well shall be dropped 3 inches. Two integral aluminum diamond plate steps within the side patient door step well shall be available upon opening the side door for easier and lower access to the patient compartment.	\$658.83
A02	<u>ENERGY ABSORBING FLIP UP REAR STEP (Not available on Ford E Series or Terrastar chassis)</u> The rear bumper shall be rated to take a 5 MPH hit with no damage to the body.	\$959.18
A03	<u>SCBA MOUNTING PLATE IN ANY EXTERIOR COMPARTMENT</u> Install a .250" thick aluminum plate finished on a dual action sander and installed on adjustable shelf track for the purpose of mounting customer-supplied SCBA brackets	\$330.49
A04	<u>ADD SHELF, EXTERIOR COMPARTMENT</u> Install shelf in exterior compartment. Includes shelf matting and a light under the shelf.	\$177.63
A05	<u>FIXED DIVIDER, EXTERIOR COMPARTMENT</u> Install fixed divider in designated compartment	\$244.37
A06	<u>FIXED DIVIDER FOR ELECTRICAL, EXTERIOR COMPARTMENT</u> Install fixed divider in designated compartment for storage Horton electrical components	\$113.04
A07	<u>EXPANDED METAL CAGE FOR PROTECTION OF ELECTRICAL EQUIPMENT</u> Install fixed divider in designated compartment for storage Horton electrical components	\$59.21
A08	<u>DIAMOND PLATE CLOSE-OUT FOR INTERIOR CABINET SEPARATION</u> Install fixed divider in designated compartment for storage Horton electrical components	\$102.27
A09	<u>ADJUSTABLE DIVIDER, EXTERIOR COMPARTMENT</u> Install adjustable divider with Velcro strap.	\$330.49
A10	<u>RECESSED STAIR CHAIR POCKET</u> The interior door pan of a designated exterior door shall include a recessed diamond plate pan for a stair chair.	\$160.40
A11	<u>SWEEP OUT COMPARTMENT FLOOR</u> The designated exterior compartment to include a sweep out floor.	\$152.87
A12	<u>INSTALL RUBBER LINE BACKBOARD RETENTION SLOTS (EACH)</u> A ROK or Velcro retaining strap(s) shall be installed in designated areas	\$110.88
A13	<u>RETAINING STRAP</u>	\$29.07
A14	<u>WHEEL WELL COMPARTMENT, STREET SIDE OR CURBSIDE</u> Clear Door Opening: 35" wide x 8" high Actual Compartment: 36" wide x 6" high x 21" deep A compartment shall be installed above the street side curbside wheel well. The compartment shall be accessed through a hinge down door. A slide-out tray shall be installed in the compartment and shall be capable of carrying a minimum of 250 lbs. The tray shall lock in both the in and out position.	\$1,020.55
A15	<u>COMPARTMENT SIZE MODIFICATION</u> The standard compartment height or width to be modified.	\$921.51
A16	<u>COMPARTMENT ADDITION</u> An exterior compartment shall be added to the standard compartment design on the model selected	\$1,291.83
A17	<u>RELOCATE HORTON ELECTRICAL COMPONENTS</u> The location of the exterior position electrical components shall be moved to a separate compartment located above the Oxygen cylinder compartment (cost includes compartment size modification)	\$1,728.90
A18	<u>COMPARTMENT MATTING: MATAFLEX</u> All exterior compartments shall be equipped with color coordinated MATAFLEX flooring. Color to be determined by customer.	\$429.53
A19	<u>INCREASE or DECREASE INTERIOR HEADROOM</u> The standard of headroom of 72" to be increase in 2" increments	\$203.46

<u>Option code</u>	<u>Description</u>	<u>Price</u>
<u>BODY OPTIONS (A) Cont.</u>		
A20	<u>RECESSED, POCKETED REAR STEP (Not available on Ford E Series or Terrastar chassis)</u> The rear step shall flip up and into a pocket in the vertical diamond plate riser so it is flush.	\$526.42
A21	<u>CAST PRODUCTS RECESSED LICENSE PLATE HOLDER</u>	\$164.71
A22	<u>GRIP STRUT IN SIDE ENTRY DOOR STEP WELL</u>	\$164.71
A23	<u>CHANGE EXTERIOR COMPARTMENT MATERIAL FROM DIAMOND PLATE TO DA FINISH FLAT ALUMINIUM (each)</u>	\$403.70
A24	<u>DELETION OF 'CRAWL THROUGH'/WALK-THROUGH MODIFICATION</u> The modification of the back of the chassis cab to access the patient area shall be deleted on all models except Type 3 models. A 'Pass Through' opening shall be provided.	(\$2,045.40)
<u>PAINT AND STRIPE OPTIONS (B)</u>		
B01	<u>PAINT CHASSIS (OTHER THAN STANDARD FACTORY WHITE (ALL MEDIUM DUTY STYLE CHASSIS)</u> The chassis cab shall be painted with the following special paint color and paint code: To be determined by customer	\$1,778.42
B02	<u>PAINT CHASSIS (OTHER THAN STANDARD FACTORY WHITE (ALL OTHER NON MEDIUM DUTY TYPE)</u>	\$988.25
B03	<u>PAINT MODULAR BODY (OTHER THAN STANDARD WHITE AND ON NEW UNIT ONLY, NOT REMOUNTS)</u> The modular body shall be painted with the following special paint color and paint code: To be determined by customer	\$325.11
B04	<u>STRIPE BOTTOM HALF</u> The bottom half of the modular body shall be painted with the following special paint color and paint code: To be determined by customer	\$1,252.00
B05	<u>PAINT ROOF OF BODY DIFFERENT COLOR FROM OVERALL COLOR</u>	\$1,252.00
B06	<u>STRIPE, 8 INCH BELTLINE, OTHER COLOR</u> Paint or Scotchlite an 8" beltline stripe with the following special paint color and paint code or Scotchlite color: To be determined by customer: _____	\$1,395.18
B07	<u>STRIPE, HORTON 401 STYLE</u> A two color stripe shall be applied to the vehicle. The primary stripe shall be a belt line stripe that breaks up the street and curb side of the module. The secondary stripe shall border the primary stripe on both sides and shall be approximately 2" wide. The stripe shall be Urethane Enamel or equal, with the customer's choice of colors.	\$1,581.42
B08	<u>STRIPE, HORTON 553 STYLE</u> The vehicles paint stripe shall include a skirt paint stripe and center body stripe with a rear vertical segmented sweep. The center body stripe shall include a Scotchlite insert. The segments shall also include a Scotchlite insert accented with Scotchlite pinstripe.	\$1,976.50
B09	<u>ADDITIONAL SCOTCHLITE STRIPE, PER 1 INCH HEIGHT</u> An additional Scotchlite stripe shall be applied to the vehicle. Price is for each 1 inch high segment.	\$174.40
B10	<u>2-COLOR DIAMOND GRADE CHEVRON (BELOW STRIPE)</u> A 2-color 3M Diamond Grade Chevron shall be applied on the rear of the unit. The Chevron bands shall be 6" wide. A choice of Yellow, Red, White or Lime-Yellow colors shall be provided. The Chevron shall be positioned below the body stripe.	\$842.27
B11	<u>2-COLOR DIAMOND GRADE CHEVRON (OUTBOARD OF DOORS)</u> A 2-color 3M Diamond Grade Chevron shall be applied on the rear of the unit. The Chevron bands shall be 6" wide. A choice of Yellow, Red, White or Lime-Yellow colors shall be provided. The Chevron shall be positioned outboard of the rear doors.	\$990.40
B12	<u>2-COLOR DIAMOND GRADE CHEVRON (ENTIRE REAR OF BODY)</u> A 2-color 3M Diamond Grade Chevron shall be applied on the rear of the unit. The Chevron bands shall be 6" wide. A choice of Yellow, Red, White or Lime-Yellow colors shall be provided. The Chevron shall be positioned on the entire rear of the vehicle.	\$1,265.99

<u>Option code</u>	<u>Description</u>	<u>Price</u>
<u>INTERIOR PLEXIGLAS, DOOR AND COUNTERTOP OPTIONS (C)</u>		
C01	<u>AVONITE DOORS, INTERIOR CABINET (Price is each door)</u> The hinged cabinet door shall be constructed of Avonite. All corners and edges to be radiused.	\$227.15
C02	<u>AVONITE COUNTERTOP (Price is each counter top)</u> Install Avonite countertop in lieu of standard stainless steel. The joint of the vertical surface and horizontal lip shall have a radiused, coved appearance and there shall be no visible seams.	\$461.83
C03	<u>FRAMED DOORS WITH PLEXIGLAS INSERTS, INTERIOR CABINET (Price is each door)</u> The hinged cabinet door shall be constructed of framed Plexiglas.	\$227.15
C04	<u>MIRRORIZED STAINLESS STEEL INHALATION WALLS</u>	\$443.53
C05	<u>MIRRORIZED STAINLESS STEEL INHALATION PANEL</u>	\$610.39
C06	<u>STAINLESS STEEL INHALATION WALLS (NON POLISHED OR MIRRORIZED)</u>	\$191.62
C07	<u>STAINLESS STEEL INHALATION PANEL (NON POLISHED OR MIRRORIZED)</u>	\$435.99
<u>INTERIOR COLOR AND MATERIALS OPTIONS (D)</u>		
D01	<u>CUSTOM FLOOR</u> A flooring material other than standard shall be installed in the patient module.	\$110.88
D02	<u>STAINLESS STEEL RISER, MAIN CABINET WALL</u> Install stainless steel on cabinet wall riser.	\$199.16
D03	<u>STAINLESS STEEL RISER, BENCH WALL</u> Install stainless steel on bench riser wall.	\$199.16
D04	<u>INTERIOR UPGRADE: CARBON FIBER</u> All interior door panels, inhalation panel and chassis console faceplate to be finished with Caron Fiber material (selection of colors).	\$1,345.66
D05	<u>INTERIOR UPGRADE: CG TECH</u> All interior walls, door panels and inhalation panel to be finished with CG Tech material (selection of colors). The risers and lower access door panels are to be covered in brushed stainless steel.	\$699.74
<u>INTERIOR ACCESSORIES AND TRIM OPTIONS (E)</u>		
E01	<u>I.V. HOOKS, CAST RUBBER, ADDITIONAL BEYOND STANDARD TWO</u> Install additional Cast Products recessed I.V. hooks in ceiling. Hooks are installed into aluminum mounting plates and are to be fabricated from flexible rubber.	\$99.04
E02	<u>I.V. HOOKS, PERKO CLIPS (EACH)</u>	\$19.38
E03	<u>COT WHEEL FLOOR PLATES, FULL WIDTH</u> Install full width stainless steel cot wheel plates.	\$104.42
E04	<u>DELETE STANDARD FERNO OR STRYKER COT MOUNT</u> Note: requires selecting Stat Trac option below	(\$856.91)
E05	<u>FERNO WASHINGTON STAT TRAC COT MOUNT SYSTEM</u> Install the Ferno Washington Stat Trac system in lieu of standard cot mounts.	\$1,581.42
E06	<u>PROVIDE, STRYKER POWER LOAD #6390 COT MOUNT (any applicable options not included)</u> A Horton provided Stryker #6390 Power-Load cot mount (without any applicable options) shall be included (<i>Installation charge below must be selected as it is not included in this option</i>)	\$24,114.19
E07	<u>INSTALL, CUSTOMER PROVIDED STRYKER POWER LOAD #6390 COT MOUNT ON SELECTED MODEL</u> The installation, including wiring shall be provided for a customer provided Stryker #6390 Power-Load cot mount system.	\$1,291.83
E08	<u>INSTALL, CUSTOMER PROVIDED FW #601 ICS CHARGING SYSTEM FOR COT MOUNT</u> The installation, including wiring shall be provided for a customer provided FW #601 ICS charging system.	\$457.52
E09	<u>COT SAFETY HOOK</u>	\$32.30
E10	<u>SUPPLY FW 28 COT</u>	\$4,999.00
E11	<u>SUPPLY FW 28Z COT</u>	\$5,850.00
E12	<u>SUPPLY FW 8159573 LOWER TRAY</u>	\$232.58
E13	<u>SUPPLY FW 822137 FLIP OUT HANDLES</u>	\$337.87
E14	<u>SUPPLY FW 0822178 SOFTNET, O2 HOLDER, POUCH</u>	\$194.30

<u>Option code</u>	<u>Description</u>	<u>Price</u>
<u>INTERIOR ACCESSORIES AND TRIM OPTIONS (E) Cont.</u>		
E15	<u>DELETE WINDOW GLASS WITH PRIVACY TINT</u> All patient windows shall have standard tinted glass unless otherwise specified. The windows shall meet FMVSS glazing standards. No films are to be used.	(\$185.16)
E16	<u>ELECTRONIC PRIVACY WINDOWS IN PATIENT MODULE DOORS</u> The patient area door windows shall include liquid crystal privacy control. When privacy is needed, a switch shall be activated to turn the windows solid so they cannot be seen through even at a very close distance. The windows shall return to clear with a second touch of the switch. All door windows to have fixed glass. The switches shall be labeled "PRIVACY WINDOWS."	\$1,848.40
E17	<u>ELECTRONIC PRIVACY WINDOW IN SIDE BODY WINDOW</u> The side body door window shall include liquid crystal privacy control. When privacy is needed, a switch shall be activated to turn the windows solid so they cannot be seen through even at a very close distance. The windows shall return to clear with a second touch of the switch. All door windows to have fixed glass. The switches shall be labeled "PRIVACY WINDOWS."	\$871.99
E18	<u>GRAB RAIL PADDING FOR STANDARD GRAB RAILS</u> Install removable padding on standard ceiling grab rail. Padding to be covered with upholstery to match the interior.	\$104.42
E19	<u>8 FOOT GRAB RAIL CENTERED IN CEILING</u>	\$171.17
E20	<u>GRAB RAIL PADDING, 6 FOOT BENCH RAIL</u> Install removable padding on standard ceiling grab rail. Padding to be covered with upholstery to match the interior.	\$104.42
E21	<u>2' GRAB RAIL, WITH ANTIMICROBIAL COATING</u> Install a 2' rail, with antimicrobial coating at a location to be determined	\$76.43
E22	<u>2' GRAB RAIL, ANTI SLIP, WITH ANTIMICROBIAL COATING</u> Install a 2' anti-slip rail, with antimicrobial coating at a location to be determined	\$133.49
E23	<u>UPGRADE ANGLED DOOR HANDLES TO ANTI-SLIP, WITH ANTIMICROBIAL COATING</u> All access door handles are to be anti-slip knurl type, with antimicrobial coating	\$193.77
E24	<u>UPGRADE REQUIRED GRAB HANDLES TO HIGH VISION YELLOW POWDER COAT, WITH ANTIMICROBIAL COATING (Each)</u> Grab handles as required are to be upgraded to yellow powder coat, with anti-microbial coating (price is each)	\$26.91
E25	<u>BENCH RESTRAINT, MANSERVER BAR</u> Install safety man drop down arm at head of squad bench. Reinforce wall with welded aluminum mounting plate.	\$526.42
E26	<u>STAINLESS STEEL LOWER DOOR TRIM</u> Finish lower section of inside patient compartment doors with stainless steel.	\$296.04
E27	<u>INSTALL 'A' BAR AT HEAD END OF BENCH (WITHOUT SHARPS OR WASTE)</u>	\$564.10
E28	<u>INSTALL 'A' BAR AT HEAD END OF BENCH (WITH SHARPS AND WASTE)</u>	\$680.36
E29	<u>INSTALL COAT HOOKS (Each)</u>	\$48.44
E30	<u>INSTALL HANDLE LOCK MOUNTS (Each)</u>	\$80.74
E31	<u>INSTALL 5# ABC EXTINGUISHER</u>	\$76.43
E32	<u>INSTALL AMEREX 240 EXTINGUISHER</u>	\$161.48
E33	<u>INSTALL AMEREX 1411 EXTINGUISHER</u>	\$102.27

<u>Option code</u>	<u>Description</u>	<u>Price</u>
<u>EXTERIOR ACCESSORY AND TRIM OPTIONS (F)</u>		
F01	<u>REAR TOW HOOKS</u> Install 2 tow hooks rear of vehicle. Attach to bumper frame.	\$83.97
F02	<u>RECESSED TOW EYES</u> Tow eyes shall be recessed into the rear step kick plate, with Cast Products Bezels utilized	\$560.87
F03	<u>HEATED, POWER REMOTE MIRRORS, TYPE III AMBULANCE ONLY</u> Install heated, power remote Velvac 2020 mirrors in place of the OEM mirrors. Weld over and paint over any unused holes left from the OEM mirrors.	\$756.80
F04	<u>ON SPOT SNOW CHAINS</u> Install automatic ON-SPOT air operated snow chains. Includes installation of system air compressor if chassis does not already have one.	\$2,693.47
F05	<u>KUSSMAUL MAINTENANCE AIR COMPRESSOR, MEDIUM DUTY TRUCK</u> Install a Kussmaul maintenance air compressor and wire into the shoreline circuit for automatic operation.	\$831.62
F06	<u>INSTALL QUICK CONNECT AIR FITTING FOR CHASSIS AIR SYSTEM</u>	\$193.77
F07	<u>RUBBER REAR FENDERS</u> Install rubber rear fenderettes in lieu of stainless steel	(\$232.53)
F08	<u>FRONT TOP BODY MOUNT AC CONDENSER (MEDIUM DUTY CHASSIS)</u> Relocate AC condenser to front of body from underside and paint to match body.	\$322.96
F09	<u>INSTALL FRONT TOP BODY MOUNT AC CONDENSER (FORD E or F SERIES or CHEVROLET G CHASSIS)</u> Install added AC condenser to front of body and paint to match body.	\$1,469.46
F10	<u>INSTALL COOL TECH II CONDENSER WITH SOLAR PANEL</u> Install 'Cool Tech II' 4-fan 100,000 BTU condenser system recessed into a flush mounted roof trough at the front of the body. A 1.2 amp solar panel power system shall be added to the electrical grid.	\$2,691.32
F11	<u>INSTALL 110 VAC DANHARD COMBINATION HEAT/AC SYSTEM</u> A Danhard 110VAC heat/AC system shall be installed in the patient area. Note that an additional 20amp shoreline must be added with this option	\$4,008.98
F12	<u>INSTALL ACTIVEPURE AIR DECONTAMINATION SYSTEM IN HEAT/AC DUCT WORK</u>	\$861.22
F13	<u>NFPA VENT SYSTEM</u> A 400 CFM exhaust system shall be installed in the patient area.	\$403.70
F14	<u>EXTEND FRONT CORNER GUARDS TO STRIPE HEIGHT</u>	\$83.97
F15	<u>INSTALL TURN-OUT ON VERTICAL EXHAUST</u>	\$160.40
F16	<u>UPGRADE REAR MUD FLAP TO UPS BRUSH STYLE</u>	\$161.48
<u>RADIOS AND CONSOLES (G)</u>		
G01	<u>ADDITIONAL COAX PRE-WIRE, EACH</u> Install additional antenna coax and access plate in patient module roof. Coax is Belden brand RG-58.	\$61.36
G02	<u>CONSOLE EXTENSION</u> Install an aluminum extension onto the standard cab console for holding maps, books, radios, etc.	\$388.09
G03	<u>CUP HOLDER/WALKIE TALKIE POCKET HOLDERS</u> Install plastic fabricated cup holders or carpeted walkie-talkie pockets for customer provided equipment	\$80.74
G04	<u>RADIO OR RADIO HEAD PRE-CUT, CAB CONSOLE, EACH</u> Mount radio or radio head in front cab console. Does not include connecting cables, providing power or connecting antenna cables.	\$102.27
G05	<u>RADIO OR RADIO HEAD PRE-CUT, REAR INHALATION PANEL, EACH</u> Mount radio or radio head in rear inhalation panel. Does not include connecting cables, providing power or connecting antenna cables.	\$102.27
G06	<u>RADIO CABLE INSTALLATION, EACH RADIO</u> Does not include providing power or connecting antenna cables	\$59.21
G07	<u>3-STUD RADIO POWER AND GROUND STUDS, ADDITIONAL BEYOND STANDARD TWO</u> Install heavy gauge power (battery switched and hot) and ground studs for radio or cell phone power.	\$135.64
G08	<u>COMPUTER MOUNT INSTALLATION</u> Install customer provided computer mount at a position to be determined by purchaser.	\$161.48
G09	<u>COMPUTER/PRINTER MOUNT TRAY</u> Install Horton provided computer/printer tray at a position to be determined by purchaser.	\$188.39
G10	<u>SUPPLY AND INSTALL SIGTRONICS 3 HEADSET INTERCOM SYSTEM</u> Install Horton provided Sygtronics 3 headset intercom with position to be determined by purchaser. System to include radio connector, headsets, headset hooks and interface.	\$3,444.88

<u>Option code</u>	<u>Description</u>	<u>Price</u>
<u>INTERIOR CABINET OPTIONS (H)</u>		
H01	<u>ADJUSTABLE VERTICAL DIVIDERS PER CABINET SEGMENT</u> Install adjustable shelf tracks recessed into the upper and lower cabinet walls. Fabricate Plexiglas dividers to fit vertically into the cabinet and between the recessed tracks. The dividers shall be adjustable within the track and held into position with cushioned track shelf supports.	\$263.75
H02	<u>LIFT UP FRAMES FOR SLIDING DOOR CABINET, STREET SIDE</u> Fasten the Plexiglas door frame extrusion to a piano hinge secured to the cabinet wall. The complete frame and doors shall hinge open upward providing total access to the cabinet behind. The frame shall be held open with gas charged cylinders and secured in the down position with a sliding dead bolt.	\$230.38
H03	<u>CPR SEAT DROP DOWN BACKREST</u> The side attendant seat shall have a drop down seat back to extend the action area counter space. Finish backside with stainless steel.	\$138.87
H04	<u>CPR SEAT STORAGE</u> A trimmed storage area shall be accessed by raising the hinged side attendant seat base cushion.	\$199.16
H05	<u>INSTALL RECESSED PADDLE LATCH FOR LIFT-UP CPR SEAT CUSHION</u>	\$261.60
H06	<u>INSTALL GAS SPRING HOLD-OPEN FOR LIFT-UP CPR SEAT CUSHION</u>	\$29.07
H07	<u>CPR SEAT WIDENED BEYOND STANDARD 28"</u>	\$247.60
H08	<u>SLIDING DRAWER, INTERIOR CABINET WALL</u> Install a pull out cabinet drawer mounted on grant slides. Drawer is made of aluminum.	\$388.63
H09	<u>PULL-OUT WRITING TABLE</u>	\$261.60
H10	<u>PULL-OUT WRITING TABLE, WITH STORAGE BELOW</u>	\$406.93
H11	<u>DRUG BOX, ENCLOSED</u> A separate drug storage box shall be fabricated and installed within the cabinet as designated by the customer.	\$199.16
H12	<u>LOCKING DOOR, INTERIOR CABINET</u> Install a single lockable door on the customer's choice of cabinet.	\$39.83
H13	<u>PUSH BUTTON SIMPLEX LOCK, INTERIOR CABINET DOOR OR DRAWER</u> Install a Simplex push button lock on an interior door of the customer's choice.	\$208.85
H14	<u>LOCKING DOOR, ELECTRONIC RCI KEYPAD LOCK FOR INTERIOR CABINET</u>	\$648.07
H15	<u>HEAD ATTENDANT BUCKET SEAT WITH BUILT IN CHILD SAFETY SEAT & 3-POINT SEAT BELT</u> Delete the standard bucket attendant seat. Install a high back bucket seat with built in child seat restraints. The seat to be adjustable front to rear and shall include 3-point seat belt.	\$332.65
H16	<u>SHARPS / WASTE STORAGE COMPARTMENT, EACH</u> A sharps / waste storage compartment shall be installed in the patient module interior. Several designs are available.	\$422.00
H17	<u>LIFT UP FRAMES FOR SLIDING DOOR CABINET, CURBSIDE</u> Fasten the Plexiglas door frame extrusion to a piano hinge secured to the cabinet wall. The complete frame and doors shall hinge open upward providing total access to the cabinet behind. The frame shall be held open with gas charged cylinders and secured in the down position with a sliding dead bolt.	\$230.38
H18	<u>DUAL CABINET ACCESS, CURBSIDE OR STREET SIDE</u> Provide interior access to exterior compartment. Interior access to be trimmed with customer's choice of sliding Plexiglas doors, hinged solid Formica doors or hinged Plexiglas doors.	\$494.13

<u>Option code</u>	<u>Description</u>	<u>Price</u>
<u>INTERIOR CABINET OPTIONS (H) Cont.</u>		
H19	<u>INVENTORY TAGS, TAMPER-RESISTANT, FOR INTERIOR CABINETS</u> Each cabinet door and cabinet extrusion shall be drilled to accept single use security seals. They shall keep closed the cabinet doors after an inventory has been performed. The presence of a intact seal indicates no inventory has been removed from the cabinet.	\$166.32
H20	<u>GLOVE CABINET, RECESSED, WITH PLEXIGLAS DOOR, EACH CABINET</u> The customer specified location shall provide storage for customer-supplied glove boxes. An elongated slot in the cabinet face shall allow for easy dispensing of the individual gloves through a flush cabinet face. The refill glove boxes shall easily be replaced from behind the cabinet dispensing surface.	\$461.83
H21	<u>GLOVE CABINET, RECESSED ABOVE FRONT WALL CABINET</u>	\$208.85
H22	<u>ROBINSON ROLL UP DOOR IN FRONT WALL CABINET</u> In lieu of hinged Plexiglas doors in the front wall cabinet, use a full height Robinson roll up door.	\$1,186.33
H23	<u>DOVER ROLL UP DOOR WITH CLEAR LEXAN SLATS INSTALLED IN ANY CABINET</u>	\$1,883.92
H24	<u>PROVIDE AND INSTALL LIFE PACK BRACKET</u>	\$807.39
H25	<u>HEATED CABINET (SMITHWORKS)</u> A heated IV storage cabinet shall be installed at a choice of location. The cabinet shall be heated with a Smithwork's heated tray system.	\$480.13
H26	<u>REFRIGERATOR</u> A Norcold 12v refrigerator shall be installed in the patient area at a choice of location (an added cabinet specifically for the refrigerator is an additional cost)	\$1,087.29
H27	<u>TEMPERATURE CONTROLLED CABINET</u> A MK11 temperature controlled cabinet shall be installed at a choice of location	\$3,493.33
H28	<u>CROSSOVER CABINET</u> A cabinet shall be installed above the walk-through in the patient area.	\$461.83
H29	<u>BENCH CABINET/ATTENDANT SEAT CABINET (Packaged Series Only-300/300s)</u> A cabinet shall be installed above the squad bench in the patient area. Storage shall also be provided behind the rear attendant seat.	\$1,614.79
H30	<u>DUCTED HEAT/AC SYSTEM</u> The rear heat/AC system shall be installed in the corner above the linen cabinet. The system shall include an aluminum chute system for air movement. The chute shall be located above the main cabinet wall.	\$1,453.31
H31	<u>ADD CUSTOM INTERIOR CABINET (Per unit cost without drawers or attachments)</u>	\$376.78
H32	<u>ADD CUSTOM MONITOR STORAGE WITH INSIDE/OUTSIDE ACCESS</u>	\$861.22
H33	<u>INSTALL UV LAMP IN AREA TO BE DESIGNATED</u>	\$296.04
H34	<u>INSTALL CUSTOMER PROVIDED KNOX MED VAULT or KEY VAULT</u>	\$134.57
H35	<u>INSTALL CARGO NET PROTECTION OVER OPEN CABINET FACE</u>	\$376.78

<u>Option code</u>	<u>Description</u>	<u>Price</u>
<u>ELECTRICAL OPTIONS (NON-WARNING SYSTEMS) (I)</u>		
101	<u>UPGRADE BATTERY SWITCH FROM ROTARY STYLE TO AUTOMATIC 'IN-POWER' STYLE</u>	\$307.89
102	<u>INVERTER PREWIRING, VANNER 1000 WATT 20-1000TUL WITH INTERFACE</u> Furnish wiring only to the designated electrical equipment location to power a Vanner 20-1000TUL inverter equipped with a Vanner interface module. Wiring shall also be furnished from the future inverter location to the area behind the inhalation panel to the control switch.	\$231.45
103	<u>INSTALL INVERTER, VANNER 1000 WATT 20-1000TUL WITH INTERFACE</u> A Vanner #20-1000TUL inverter shall be installed in the vehicle's designated electrical equipment location. Included will be a Vanner Interface Module, Inverter Status Panel, and Control Switch. The switch will be installed in the inhalation panel for inverter activation.	\$2,045.40
104	<u>UPGRADE BATTERY CHARGER FROM 45 AMP TO 75 AMP</u>	\$99.04
105	<u>DELETE LED TYPE ICC REQUIRED RUNNING LIGHTS</u> Install red Whelen L.E.D. 700 or 'M6' series turn/marker lights on each rear side of the module body. Lights provide module body night time side lighting visibility and turning signal indication.	(\$435.99)
106	<u>ADD HALOGEN TYPE ICC REQUIRED RUNNING LIGHTS</u> Note: use only when selecting L09L LED type lights instead	\$331.57
107	<u>LED RUNNING BOARD LIGHTS</u> Install Whelen Par 16 LED running board lights	\$242.22
108	<u>LED SIDE DOOR STEP WELL LIGHT</u> Upgrade the side door step well light from halogen to Whelen Par 16 LED light	\$134.57
109	<u>LED INTERIOR CABINET LIGHTING (Main Wall)</u> Install LED light strips in the closed compartments with Plexiglas doors	\$608.24
110	<u>LED INTERIOR CABINET LIGHTING (Bench Wall)</u> Install LED light strips in the closed compartments with Plexiglas doors	\$160.40
111	<u>MODULE DISCONNECT TIMER PROGRAMMING</u> The module disconnect shall be programmed to automatically shut down when inadvertently left in the on position, with the engine turned OFF and the battery switch in the ON position.	\$99.04
112	<u>AIRCRAFT TYPE CLOCK, ILLUMINATED, ON HINGED ACCESS PANEL</u> An aircraft style back lighted clock with sweep second hand shall be installed. Back lighting shall be 12 volt. Clock shall be installed on a hinge and secured with a ball catch to provide easy access for changing time and battery.	\$204.54
113	<u>DIGITAL CLOCK, NEC MODEL 0150004</u>	\$683.59
114	<u>DIGITAL CLOCK, INTELLITEC</u>	\$319.73
115	<u>DIGITAL CLOCK, LARGE FACE LED WITH or WITHOUT SECONDS READOUT</u>	\$319.73
116	<u>CAB CEILING LIGHTS (HALOGEN or LED)</u> Two (2) Signal Stat or TecNiq lights shall be installed in the cab headliner.	\$190.55
117	<u>LAMP TIMER, PROGRAMMABLE FOR DOME OR FLORESCENT LIGHTS</u> Install an electronic momentary touch timer switch where specified. The switch will enable time limited operation of the lights, with the battery switch in the off position.	\$157.17
118	<u>FLORESCENT LIGHTS, 39 INCH, EACH</u> Install 39 inch, I2 volt florescent ceiling light fixtures.	\$244.37
119	<u>UPGRADE STANDARD CONCEPT STYLE LED INTERIOR DOME LIGHTING TO WHELEN LED LIGHTING</u> (Upgrade Pricing is based on installation of 7 Whelen LED lights in lieu of standard)	\$339.11

<u>Option code</u>	<u>Description</u>	<u>Price</u>
<u>ELECTRICAL OPTIONS (NON-WARNING SYSTEMS) (I) Cont.</u>		
I20	<u>INTERIOR 110 VOLT OUTLETS, ADDITIONAL, EACH</u> Install 110v interior AC duplex outlets. Outlets shall have integral illumination to turn on when power is present.	\$113.04
I21	<u>EXTERIOR 110 VOLT OUTLETS, EACH</u> Install 110v exterior 15 amp AC duplex outlets, including weatherproof cover.	\$174.40
I22	<u>INTERIOR 12 VOLT OUTLETS, CIGARETTE LIGHTER TYPE, ADDITIONAL, EACH</u> Install heavy duty cigarette lighter type 12 volt DC outlets. Each outlet shall install in a standard wall outlet plate and shall have a flip-up cover.	\$73.20
I23	<u>REAR SPEAKERS FOR CHASSIS CAB RADIO, PAIR</u> Install two rear speakers and wire to the chassis cab radio. Volume shall be controlled through the rear attendant panel via solid state switching.	\$178.70
I24	<u>FOG LIGHTS, HELLA, CLEAR OR AMBER, PAIR</u> Install two Hella fog lights and program to operate through a switch in the cab console.	\$220.69
I25	<u>FOG LIGHTS, PIAA ION CRYSTAL CLEAR OR AMBER, PAIR</u> Install two PIAA fog lights and program to operate through a switch in the cab console.	\$350.95
I26	<u>SHORELINE: ADD 3 PRONG 110VAC SHORELINE INLET (NON-EJECTING)</u> Note: requires selecting 20 Amp Super Auto Eject below	\$227.15
I27	<u>SHORELINE: DELETE CREDIT FOR KUSSMAUL 20 AMP SUPER AUTO EJECT SHORELINE INLET</u> Install a Kussmaul 20 amp Super Auto Eject shoreline inlet in lieu of standard.	(\$585.63)
I28	<u>SHORELINE: DELETE CREDIT FOR POWER ON INDICATOR LIGHT</u> Install a pilot light to indicate presence of AC power at shoreline inlet.	(\$59.21)
I29	<u>SHORELINE: ADD 2ND KUSSMAUL 20 AMP SUPER AUTO EJECT SHORELINE INLET</u>	\$585.63
I30	<u>WIRE ENGINE BLOCK HEATER TO SHORELINE</u> Wire the chassis engine block heater to the shoreline inlet circuit. Protect the block heater circuit with a circuit breaker that can also be used as an on/off switch for this feature.	\$199.16
I31	<u>LED LIGHTED RUB RAILS</u> Install custom made LED light strips flush mounted into the lower body aluminum diamond plate rub rails. The light strips shall have a scalloped integral lens strip for maximum light disbursement. Rub rails forward of the rear wheel opening shall have (3) LED strips. Rub rails behind the rear wheel opening shall have (2) LED strips. Steady burn on with headlight switch and flash with red flashing light circuit. Customer may request different programming if desired.	\$1,274.61
I32	<u>LED GROUND LIGHTING</u>	\$540.42
I33	<u>LED DOCKING LIGHTS</u>	\$317.58
I34	<u>CARBON MONOXIDE DETECTOR</u> Install a marine grade carbon monoxide detector in interior of patient module.	\$257.29
I35	<u>ELECTRIC DOOR LOCKS, EXTERIOR COMPARTMENTS</u> Power activated door locks shall be installed on all exterior compartment doors. Locks shall be activated by a switch at each patient area access door, a switch in the front radio console and controlled with the access door locks. Locks may be overridden by a manual slide lever or by the door key.	\$461.83
I36	<u>ELECTRIC DOOR LOCKS, MODULAR BODY ACCESS DOORS</u> Power activated door locks shall be installed on all exterior patient module doors. Locks shall be activated by a switch at each patient area access door, a switch in the front radio console and controlled with the access door locks. Locks may be overridden by a manual slide lever or by the door key.	\$199.16
I37	<u>ELECTRIC DOOR UNLOCK SWITCH, CONCEALED</u> Install a concealed electric door unlock switch in the chassis grille.	\$99.04
I38	<u>ELECTRIC DOOR UNLOCK SWITCH, TOUCH PAD</u> Install a 5 button touch pad assembly to lock or unlock designated electric door locks	\$625.46
I39	<u>DOOR LOCKS, PROGRAM TO OPERATE ON OEM CHASSIS SWITCH</u> Program all modular body and exterior compartment door power locks to operate on the same circuit as the chassis cab power locks. Any power lock switch in the chassis cab or modular body shall operate all locks in a common circuit.	\$131.34
I40	<u>SEAT BELT INDICATOR WITH VDR (Price per Each Belt Position)</u> A seat belt monitoring system with VDR shall be provided per designated locations.	\$424.15

<u>Option code</u>	<u>Description</u>	<u>Price</u>
<u>ELECTRICAL OPTIONS (NON-WARNING SYSTEMS) (I) Cont.</u>		
<u>I41</u>	<u>SECURITY IDLE SYSTEM</u> Install a secure idle system to allow engine operation with transmission in park and ignition key removed. If the brake is depressed or transmission attempted to be shifted into gear, the engine will shut off, the marker lights will flash and the horn will sound. The system will be integrated into the Horton electrical system electronics, be activated by a switch on the control panel and provide a digital display to warn of the activated security mode.	\$314.35
<u>I42</u>	<u>PROGRAM BRAKE LIGHT FUNCTIONALITY ON REAR WARNING LIGHTS</u> Program rear warning lights to also function as brake lights	\$99.04
<u>I43</u>	<u>GUEST "BEAMER" or GOLIGHT 2020 ELECTRIC SPOTLIGHT ON CAB ROOF, WITH JOYSTICK CONTROL</u>	\$648.66
<u>I44</u>	<u>COLOR BACKUP CAMERA WITH MONITOR IN CAB</u>	\$1,247.69
<u>I45</u>	<u>COLOR BACKUP CAMERA AND PATIENT AREA CAMERA WITH MONITOR IN CAB</u>	\$1,695.53
<u>I46</u>	<u>INSTALL UPGRADED COLOR BACKUP CAMERA AND PATIENT AREA CAMERA WITH MONITOR IN CAB TO SAFETY VISION MODEL</u>	\$1,964.66
<u>I47</u>	<u>HAND HELD SPOT LIGHT</u>	\$113.04
<u>I48</u>	<u>STREAMLIGHT SL-45, EACH</u>	\$263.75
<u>I49</u>	<u>INSTALL CUSTOMER PROVIDED HAND HELD SPOT AND WIRE FOR OPERATION</u>	\$77.51
<u>I50</u>	<u>MOVE PRIMARY PANEL TO BENCH, WITH O2 OUTLET CUTOUT (OUTLET NOT INCLUDED)</u>	\$160.40
<u>I51</u>	<u>SECOND REAR INTELLIPLIX CONTROL PANEL, SURFACE MOUNTED</u>	\$1,918.37
<u>I52</u>	<u>ADD A 3-SWITCH SEALED ELECTRICAL CONTROL PANEL (Price is each panel)</u> <i>(Does not include applicable programming requirements)</i>	\$209.92
<u>I53</u>	<u>MOVE PRIMARY CAB SWITCH PANEL IN NAVISTAR 4300 TO FLUSH MOUNT IN CHASSIS DASH</u> <i>(Includes moving AM/FM radio to overhead chassis console)</i>	\$376.78
<u>I54</u>	<u>PROVIDE AND INSTALL AN ENGINE HOUR METER SEPARATE FROM CHASSIS PROVIDED METER</u>	\$111.96

<u>Option code</u>	<u>Description</u>	<u>Price</u>
<u>VISUAL WARNING SYSTEM OPTIONS (J)</u>		
J01	FLASHING HEADLIGHTS, PROGRAMMABLE Program headlights to flash in alternating or pulsating manner when high beams are not selected and head light switch is in the 'off' position	\$150.71
J02	HORTON LED DOOR OPEN WARNING LIGHTS, COMPARTMENT DOORS, EACH Install custom made LED light strips on the interior of the exterior compartment door panels. The light strips shall have a scalloped integral lens strip for maximum light disbursement. Installation will be flush with the inner panel. The light strip shall flash when the compartment door is open, and the red flashing light circuit is activated or whenever the module disconnect is on.	\$131.34
J03	WHELEN LED DOOR OPEN WARNING LIGHTS, COMPARTMENT DOORS, EACH Install Whelen 500 Series TIR6 flashing lights on the interior of the exterior compartment door panels.	\$204.54
J04	HORTON LED DOOR OPEN WARNING LIGHTS, PATIENT ENTRY DOOR, EACH Install custom made LED light strips on the interior of the exterior patient door panels. The light strips shall have a scalloped integral lens strip for maximum light disbursement. Installation will be flush with the inner panel. The light strip shall flash when the patient door is open, and the red flashing light circuit is activated or whenever the module disconnect is on.	\$131.34
J05	WHELEN LED DOOR OPEN WARNING LIGHTS, PATIENT DOORS, EACH Install Whelen 500 Series TIR6 flashing lights on the interior of the exterior patient door panels.	\$204.54
J06	TRUCKLITE SUPER 44 LED DOOR OPEN WARNING LIGHTS, PATIENT or COMPARTMENT DOORS, EACH	\$46.32
Note: All Whelen light bars referenced below do not include installation cost!		
J07	LIGHT BAR, FRONT, WHELEN 45BF88A <u>Layout:</u> RED CORNER-RED-WHITE-RED-RED-WHITE-RED-RED CORNER	\$2,906.62
J08	LIGHT BAR, REAR, WHELEN 45B88R <u>Layout:</u> RED CORNER-RED-WHITE-LED LR11 LOAD LIGHT-AMBER-AMBER-LED LR11 LOAD LIGHT-WHITE-RED-RED CORNER	\$3,121.93
J09	CHANGE LOADING LIGHTS IN REAR WHELEN 4500 LIGHT BAR FROM LED TO HALOGEN	(\$296.04)
J10	DELETE RED OR AMBER LED FLASHER FROM WHELEN 4500 BAR, EACH	(\$215.31)
J11	DELETE WHITE LED FLASHER FROM WHELEN 4500 BAR, EACH	(\$247.60)
J12	ADD RED, WHITE or AMBER LINEAR SUPER LED TO WHELEN 4500 LIGHT BAR, EACH	\$226.07
J13	ADD WHITE or RED LED ROTATOR TO WHELEN 4500 LIGHT BAR, EACH	\$247.60
J14	DELETE STANDARD: WHELEN "FREEDOM" LINEAR SUPER LED LIGHT BAR WITH 8 LED MODULES <u>Layout:</u> RED CORNER-RED-WHITE-RED-RED-WHITE-RED-RED CORNER	(\$2,556.75)
J15	ON SELECT MODELS ADD: WHELEN "FREEDOM" LINEAR SUPER LED LIGHT BAR W/8 LED MODULES <u>Layout:</u> RED CORNER-RED-WHITE-RED-RED-WHITE-RED-RED CORNER	\$2,556.75
J16	DELETE WHITE or RED LED FLASHER FROM FREEDOM BAR, EACH	(\$254.06)
J17	ADD RED, CLEAR OR AMBER LINEAR SUPER LED TO WHELEN FREEDOM LIGHT BAR, EACH	\$254.06
J18	ADD LR-11 SUPER LED ALLEY LIGHT(S) TO LIGHT BAR (EACH)	\$77.51
J19	ADD LR-11 SUPER LED TAKE-DOWN LIGHT(S) TO LIGHT BAR (EACH)	\$77.51
J20	ADD LR-11 DUAL SUPER LED TAKE-DOWN LIGHT(S) TO LIGHT BAR (EACH)	\$193.77
J21	ADD OPTICOM TRAFFIC LIGHT CHANGER TO LIGHT BAR	\$1,345.66
J22	ADD WHELEN "TAL85" LINEAR 5MM LED LIGHT BAR WITH 8 LED MODULES	\$850.46
J23	INSTALL FRONT LIGHT BAR ON CAB ROOF	\$171.17
J24	INSTALL FRONT LIGHT BAR ON FRONT FACE OF MODULE BODY	\$171.17

<u>Option code</u>	<u>Description</u>	<u>Price</u>
<u>VISUAL WARNING SYSTEM OPTIONS (J) Cont.</u>		
J25	<u>INSTALL REAR LIGHT BAR ON REAR FACE OF MODULE BODY</u>	\$171.17
J26	<u>ADD WHELEN 900 SERIES HALOGEN LIGHT, EACH</u>	\$173.32
J27	<u>DELETE WHELEN 700 SERIES LED REAR AMBER KKK LIGHT</u>	(\$244.37)
J28	<u>DELETE WHELEN 900 SERIES LINEAR SUPER LED or 'M9' SERIES RED OR AMBER FLASHING LIGHT, EACH</u> Note: includes 900 FLANGE mounting flange	(\$377.86)
J29	<u>DELETE WHELEN LED GRILLE LIGHTS, PAIR (some models do not allow deletion of this option)</u>	(\$387.55)
J30	<u>DELETE WHELEN LED INTERSECTION LIGHTS, PAIR (some models do not allow deletion of this option)</u>	(\$430.61)
J31	<u>ADD WHELEN 900 SERIES LINEAR SUPER LED or 'M9' SERIES RED OR AMBER FLASHING LIGHT, EACH</u> Note: includes 900 FLANGE mounting flange	\$377.86
J32	<u>ADD WHELEN 900 SERIES or 'M9' SERIES LINEAR SUPER LED WHITE FLASHING LIGHT, EACH</u> Note: includes 900 FLANGE mounting flange	\$377.86
J33	<u>ADD WHELEN 900 SERIES LINEAR SUPER LED or 'M9' SERIES SPLIT COLOR FLASHING LIGHT, EACH</u> Note: includes 900 FLANGE or 'M' mounting flange	\$440.30
J34	<u>ADD 600/700 SERIES HALOGEN LIGHT, EACH</u> Note: includes 600/700 FLANGE mounting flange	\$175.47
J35	<u>ADD WHELEN 400 LED SERIES or M4 SERIES LED LIGHT</u> Note: includes 400 FLANGE or 'M' FLANGE mounting flange	\$263.75
J36	<u>ADD WHELEN 400 (1/2RED-1/2 WHITE) SERIES or 'M4' SERIES LED FLASHING LIGHT, EACH</u> Note: includes 400 FLANGE or 'M' FLANGE mounting flange	\$305.73
J37	<u>ADD WHELEN 600 to 700 LED SERIES or M6 or M7 SERIES LIGHT</u> Note: includes 600 or 700 FLANGE or 'M' FLANGE mounting flange	\$279.90
J38	<u>ADD WHELEN 600 or 700 (1/2RED-1/2 WHITE) SERIES or 'M6'/'M7' SERIES LED FLASHING LIGHT, EACH</u> Note: includes 700 FLANGE or 'M' FLANGE mounting flange	\$305.73
J39	<u>ADD 2ND SET OF WHELEN TIR6, 500 SERIES RED FLASHING LED GRILLE LIGHTS</u>	\$495.20
J40	<u>UPGRADE WHELEN 500 TIR6 TO 1/2RED-1/2 WHITE SUPER LED FLASHING LIGHT (Cost per pair)</u> Note: Includes 500 FLANGE (Lights do not independently flash!!)	\$53.83
J41	<u>IDENTITY LIGHTING (Side Only)</u> Install LED alternate flashing light strips at upper body sides and wire to warning light system	\$645.92
J42	<u>IDENTITY LIGHTING (Side and Rear)</u> Install LED alternate flashing light strips at upper body sides and rear side and wire to warning light system	\$808.47
J43	<u>CONSPICUITY LIGHTING</u> Amber and red LED strip lighting shall be applied to the outboard panels on the rear of the body. Five (5) lights shall be installed per panel. The lights shall be backed by a stainless steel panels. The lights shall flash in the Emergency Mode. (Does not include Chevron cost)	\$2,099.23

<u>Option code</u>	<u>Description</u>	<u>Price</u>
<u>VISUAL NON-WARNING SYSTEM OPTIONS (K)</u>		
K01	<u>ARROW TURN SIGNAL, WHELEN 600/700 SERIES HALOGEN, PAIR</u> Note: includes 600/700 FLANGE mounting flange	\$361.71
K02	<u>ARROW TURN SIGNAL, WHELEN 600/700 OR M6 SERIES LED, PAIR</u> Note: includes 600/700 FLANGE mounting flange	\$402.62
K03	<u>ARROW TURN SIGNAL, WHELEN 900 SERIES or 'M9' SERIES LED, PAIR</u> Note: includes 900 or 'M' SERIES FLANGE mounting flange	\$744.96
K04	<u>DELETE STANDARD TAIL LIGHTS, WHELEN 600/700 SERIES LED WITH HALOGEN BACKUP LIGHTS</u> Note: includes 600/700 SERIES FLANGE mounting flange Note: turn signal is arrow type	(\$1,063.61)
K05	<u>ADD TAIL LIGHTS, WHELEN 600/700 SERIES LED WITH LED BACKUP LIGHTS</u> Note: includes 600/700 SERIES FLANGE mounting flange Note: turn signal is arrow type	\$1,967.89
K06	<u>ADD TAIL LIGHTS, WHELEN 'M6' SERIES LED WITH LED BACKUP LIGHTS</u> Note: includes 'M' SERIES FLANGE mounting flange Note: turn signal is arrow type	\$1,365.04
K07	<u>ADD TAIL LIGHTS, WHELEN 900 SERIES LED WITH HALOGEN BACKUP LIGHTS</u> Note: includes 900 Series mounting flange Note: turn signal is arrow type	\$1,825.79
K08	<u>ADD TAIL LIGHTS, WHELEN 900 SERIES LED WITH LED BACKUP LIGHTS or 'M9' SERIES LED LIGHTS</u> Note: includes 900 or 'M' Series mounting flange Note: turn signal is arrow type	\$2,661.17
K09	<u>ADD TAIL LIGHTS, WHELEN 600/700 SERIES HALOGEN WITH HALOGEN BACKUP LIGHTS</u>	\$1,022.70
K10	<u>SIDE SCENE LIGHTS, LED</u> Note: Includes (4) Whelen 900 SERIES or 'M' SERIES LED scene lights, with 2 per side	\$2,445.87
K11	<u>DELETE (4) STANDARD WHELEN HALOGEN SIDE SCENE LIGHTS</u>	(\$818.16)
K12	<u>REAR LOADING LIGHTS, LED (900 or 9m Series)</u> Note: Includes (2) Whelen 900 SERIES or 'M' SERIES LED loading lights, with 2 on rear	\$1,186.33
K13	<u>REAR LOADING LIGHTS, LED (600/700 or M6/7 Series)</u> Note: Includes (2) Whelen 600/700 SERIES or 'M6/7' SERIES LED loading lights, with 2 on rear	\$754.64
K14	<u>DELETE (2) STANDARD REAR WHELEN 900/700 HALOGEN SERIES LOADING LIGHTS</u>	(\$426.30)
K15	<u>INSTALL KWIK-RAZE 500 WATT TELESCOPIC LIGHT (Cost per each)</u> Install one Kwik-Raze 500 watt telescopic light at location to be determined	\$1,283.22
K16	<u>INSTALL HAVIS SHIELDS 12V HID SCENE LIGHTS (Cost per each)</u> Install one HAVIS SHIELD 12V HID scene light	\$1,387.64
K17	<u>INSTALL A WHELEN PFP1 LED FLOODLIGHT WITH PBA103 SEMI RECESSED HOUSING</u> Note: The style of flange to be installed (if any) must be specified on the order	\$1,064.68
K18	<u>INSTALL A WHELEN PFP2 LED FLOODLIGHT WITH PBA203 SEMI RECESSED HOUSING</u> Note: The style of flange to be installed (if any) must be specified on the order	\$1,713.83

<u>Option code</u>	<u>Description</u>	<u>Price</u>
<u>AUDIBLE WARNING SYSTEM OPTIONS (L)</u>		
<i>Note: sirens and siren speakers below do not include installation charges.</i>		
L01	<u>DELETE STANDARD SIREN, WHELEN 295SLSA1</u>	(\$410.16)
L02	<u>ADDITIONAL WHELEN 295SLSA1 SIREN</u>	\$410.16
L03	<u>SIREN, WHELEN 295HFS2 SIREN</u>	\$563.02
L04	<u>SIREN, FEDERAL SIGNAL PA-300 SIREN</u>	\$442.45
L05	<u>SIREN, WHELEN 295HFSC9 DUAL AMP SIREN CONTROL OR SS MAGNUM CONTROL</u>	\$659.91
L06	<u>SIREN, FEDERAL SIGNAL Q2B MECHANICAL</u> Note: includes bumper guards to protect siren.	\$2,515.84
L07	<u>CODE 3 "UNDERCOVER" SIREN</u>	\$244.37
L08	<u>FEDERAL SIGNAL EQ2B ELECTRONIC "Q" SIREN</u>	\$1,649.24
L09	<u>FEDERAL SIGNAL 'RUMBLER' or WHELEN 'HOWLER' SIREN</u>	\$683.59
L10	<u>INSTALL ADDITIONAL SIREN BEYOND STANDARD ONE</u>	\$184.09
L11	<u>EXTENDED FRONT BUMPER, MEDIUM DUTY TRUCK, FOR Q2B SIREN</u> The front bumper shall be extended for installation of Q2b siren. The reinforced frame shall be trimmed with aluminum diamond plate top and side filler plates.	\$1,130.35
L12	<u>ADDITIONAL SIREN SPEAKERS, FEDERAL SIGNAL DYNAMAX or BP-100, PAIR</u> Supply two Federal Signal Dynamax or BR-100 speakers under the hood for a backup siren.	\$557.64
L13	<u>ADDITIONAL SIREN SPEAKERS, UNDER PRO, UNDER BUMPER, PAIR</u>	\$807.39
L14	<u>AIR HORN SYSTEM, BUELL (NOT FOR MEDIUM DUTY TRUCKS)</u> Buell air horns shall be installed on unit and shall include #1601 dual Grover trumpets, #5440 compressor and #2242 tank.	\$2,600.89
L15	<u>ADDED AIR TANK FOR AIR HORN SYSTEM</u>	\$435.99
L16	<u>ADD FOOT SWITCH TO ACTIVATE HORN OR SIREN</u>	\$87.20
L17	<u>INSTALL ADDITIONAL PAIR OF SIREN SPEAKERS BEYOND STANDARD ONE PAIR</u>	\$164.71

<u>Option code</u>	<u>Description</u>	<u>Price</u>
<u>OXYGEN SYSTEM OPTIONS (M)</u>		
M01	<u>ELECTRIC OXYGEN BOTTLE BRACKET, ZICO OTS</u> Electric operated oxygen bottle mount for cylinder loading and securing. Controls to be mounted on the inside of the compartment door.	\$2,833.42
M02	<u>HAND HELD REMOTE CONTROL FOR ELECTRIC OXYGEN BOTTLE BRACKET</u> The Zico QTS electric oxygen cylinder handler shall have a (2) button remote control attached via a 6 foot coiled cord.	\$296.04
M03	<u>OXYGEN BOTTLE ACCESS, PATIENT MODULE INTERIOR</u> A clear Plexiglas door shall be provided in the patient area wall for access to the oxygen cylinder valve. The door shall be hinged so that it swings into the oxygen cylinder storage compartment. The opening shall be trimmed with anodized aluminum edging.	\$94.25
M04	<u>OXYGEN OUTLET, ADDITIONAL</u>	\$236.84
M05	<u>OXYGEN OUTLET, ADDITIONAL, RECESSED IN WALL OF PATIENT AREA</u>	\$250.83
M06	<u>"D" or "E" CYLINDER STORAGE UNDER SQUAD BENCH WITH ACCESS DOOR</u> Provision for 4 "D" bottles shall be provided at the step well end of the squad bench. The cabinet door shall be hinged and include a Tri Mark handle. It shall be constructed of aluminum in the exact same manner as an exterior compartment door including a Nader pin in order to properly secure the "D" bottles (<i>Brackets are not included in price and must be chosen below</i>)	\$921.51
M07	<u>"D" or "E" CYLINDER STORAGE UNDER SQUAD BENCH OPEN WITHOUT ACCESS DOOR and WITH HOPS BOLSTER</u> (<i>Brackets are not included in price and must be chosen below</i>)	\$593.17
M08	<u>D' BOTTLE BRACKET</u> Provide and install a FW 521 O2 bottle bracket and specify choice of location	\$214.23
M08	<u>OXYGEN FLOWMETER</u>	\$221.76
M09	<u>RECESS SUCTION IN CABINET WALL</u>	\$578.09
M10	<u>DELETE ONBOARD SSCOR SUCTION UNIT</u>	(\$497.36)
M11	<u>INSTALL CUSTOMER PROVIDED SUCTION UNIT AND WIRE FOR OPERATION</u>	\$109.81
M12	<u>INSTALL HORTON PROVIDED SSCOR VX2 PORTABLE SUCTION UNIT AND WIRE FOR OPERATION</u>	\$1,238.01
M13	<u>INSTALL 2nd BRACKET FOR PRIMARY OXYGEN SYSTEM</u>	\$308.96
M14	<u>INSTALL DUAL O2 BOTTLE SYSTEM AND 1-REGULATOR WITH CHECK VALVES</u>	\$521.04
M15	<u>INSTALL 8 CYLINDER 'D' O2 BOTTLE BRACKET TRAY IN EXTERIOR COMPARTMENT</u>	\$861.22
M16	<u>INSTALL 4 CYLINDER 'D' O2 BOTTLE BRACKET TRAY IN EXTERIOR COMPARTMENT</u>	\$538.26
M17	<u>PROVIDE 'M' or 'H' SIZED O2 CYLINDER</u>	\$430.61
<u>LETTERING OPTIONS (N)</u>		
N01	<u>DELETE A 4-6" SHADED SCOTCHLITE LETTER (NOT APPLICABLE TO ALL MODELS)</u>	(\$13.99)
N02	<u>ADD A 4-6" SHADED SCOTCHLITE LETTER</u>	\$13.99
N03	<u>ADD A 4-6" SHADED VINYL LETTER</u>	\$11.84
N04	<u>ADD A 4-6" SHADED SIMULATED GOLD LEAF LETTER - AVERY ENGINE TURN GOLD</u>	\$19.38
N05	<u>FEDERAL LETTERING PACKAGE</u> Install Federal lettering package consisting of (2) 4" Stars of Life, (2) 12" Stars of Life, (2) 18" Stars of Life, (1) 36" Star of Life, 4" mirror image "AMBULANCE," 6" "AMBULANCE."	\$625.46
N06	<u>4" STAR OF LIFE</u>	\$10.77
N07	<u>12" STAR OF LIFE</u>	\$61.36
N08	<u>18" STAR OF LIFE</u>	\$61.36
N09	<u>36" STAR OF LIFE</u>	\$177.63
N10	<u>8" STAR OF LIFE</u>	\$48.44

<u>Option code</u>	<u>Description</u>	<u>Price</u>
<u>CHASSIS OPTIONS (P)</u>		
P01	Upgrade <u>International chassis</u> engine / transmission to 245HP, with Allison 2200 Transmission	\$683.59
P02	Upgrade <u>International chassis</u> engine / transmission to 245HP , with Allison EVS-3000 transmission	\$5,020.92
P03	Upgrade <u>International chassis</u> engine / transmission to 260HP , with Allison 2200 Transmission	\$1,184.18
P04	Upgrade <u>International chassis</u> engine / transmission to 260HP , with Allison EVS-3000 Transmission	\$5,587.17
P05	Upgrade <u>International chassis</u> (4400LP only) engine / transmission to 330HP , with Allison EVS-3000 Transmission	\$7,500.16
P06	Upgrade <u>International chassis</u> to <u>extended cab</u> , with 9,000 lb. front axle or 10,000 lb. steer, H40 hydraulic brakes and 22.5" tires and aluminum wheels	\$3,764.61
P07	Upgrade <u>International chassis</u> to <u>4 door crew cab</u> , with 2 air suspension seats in rear	\$5,137.18
P08	Upgrade <u>International chassis</u> with SCBA passenger side seat with 'Secur-All' brackets	\$1,384.41
P09	Upgrade <u>International chassis</u> with 16 point Vogel Lube System	\$2,476.01
P10	Upgrade <u>International chassis</u> with Ping tanks on air system	\$430.61
P11	Upgrade <u>International chassis</u> with <u>extended warranty</u> (Code #0040DVV) 5 YEAR/300,000 MILES for engine, engine electronics and injectors	\$3,068.10
P12	Upgrade <u>International chassis</u> with <u>extended warranty</u> (Code #0040DVV) 6 YEAR/200,000 MILES for engine, engine electronics and injectors	\$3,068.10
P13	Upgrade <u>International chassis</u> with <u>electronic exhaust brake</u>	\$809.55
P14	Upgrade <u>International chassis</u> with <u>fog lights</u>	\$107.65
P15	Upgrade <u>International chassis</u> with <u>fleet key feature</u>	\$23.68
P16	Upgrade <u>Freightliner chassis</u> to 270 HP Cummins 'ISC' model engine and Allison EVS-3000 transmission	\$8,121.31
P17	Upgrade <u>Freightliner M2 chassis</u> to <u>extended cab with 240 ISB engine and 2200 EVS transmission</u>	\$4,722.72
P18	Upgrade <u>Freightliner M2 chassis</u> to <u>4 door crew cab with bench seat in rear</u>	\$16,736.76
P19	Upgrade <u>Freightliner M2 chassis</u> to <u>4 door crew cab with 3 non-air suspension/SCBA seats in the rear</u>	\$17,953.23
P20	Upgrade <u>Freightliner M2 chassis</u> to <u>4 door crew cab with 3 air suspension seats in the rear and passenger side air ride/SCBA seat</u>	\$17,636.73
P21	Upgrade <u>Ford F-Series</u> or <u>Dodge 4500</u> Series wheels to aluminum alloy wheels	\$1,184.18
P22	Downgrade <u>Ford F-450 (165"WB) chassis</u> to <u>F-350 (165"WB) chassis</u> , on select models	(\$3,369.53)
P23	Upgrade <u>Ford F-350 (165"WB) chassis</u> to <u>F-450 (165"WB) chassis</u> , on select models	\$3,369.53
P24	Delete air ride from Ford <u>F or Dodge 4500/5500</u> Series chassis on select models	(\$8,463.00)
P25	Add Liquid Spring suspension or Monroe air ride suspension on select models	\$8,884.14
P26	Substitute Liquid Spring suspension for air ride suspension on <u>Ford F or Dodge 4500/5500</u> manufactured chassis on select models that include air ride	\$421.00
P27	Upgrade <u>Ford F-450/F-550 or Dodge 4500</u> to four wheel drive (4X4)	\$3,148.84
P28	Upgrade <u>Ford F-450 to F-550 or Dodge 4500HD to 5500HD cab chassis</u>	\$2,184.27
P29	Provide 'Cold Climate Option' for <u>Chevrolet/GMC G-4500</u> chassis	\$807.39
P30	Add <u>Mud & Snow tires</u> to <u>International, Freightliner or Kenworth</u> medium duty chassis	\$484.44
P31	Add <u>IPD rear sway bar</u> to any <u>Medium</u> chassis (POSSIBLY NOT AVAILABLE WITH AIR BRAKES) or <u>Dodge 4500</u> chassis or <u>Ford F</u> Series chassis (if available on selected chassis)	\$699.74
P32	Add <u>IPD front sway bar</u> to <u>International 4300 LP</u> or medium duty chassis or <u>Dodge 4500</u> chassis or <u>Ford F</u> Series chassis (if available on selected chassis)	\$775.10
P33	Move batteries in separate compartment in curbs side forward portion of body (mount on sliding tray)	\$915.05
P34	Install lockable fill cover on 'urea' fill when available	\$99.04
P100	Chassis manufacturer rebate or discount <u>and/or</u> customer provided chassis cost deduction	
P102	Discount for in-stock prior model year chassis	
P103	Chassis cost difference between 2014 model year chassis and 2015 model year chassis or for engine emission changes	
P200	Allowance for Trade-In Vehicle (Vehicle to be mechanically sound, operational and undamaged, unless otherwise noted below)	



ADDITIONAL OPTIONS FOR REMOUNTING EXISTING HORTON BODY ONTO NEW CHASSIS

PACKAGED OPTION GROUPS FOR REMOUNTS ONLY

<u>Option code</u>	<u>Description</u>	<u>Price</u>
<u>INTERIOR REMOUNT TRIM PACKAGE FOR REMOUNTS</u>		
X01	<u>INTERIOR UPGRADE PACKAGE</u> REPLACE ALL CUSHIONS (Price does not include new high back seat if needed) REPLACE FLOOR	\$2,860.33
<u>EXTERIOR REMOUNT TRIM PACKAGE FOR REMOUNTS</u>		
X02	<u>EXTERIOR UPGRADE PACKAGE</u> RE- PAINT ENTIRE MODULE (Includes paint prep and prime) NEW FENDERS NEW RUB RAILS NEW DIAMOND PLATE CORNERS AND RISERS	\$12,721.31
<u>BODY and Chassis MODIFICATION OPTIONS FOR REMOUNTS (XA)</u> (May be applicable to remounts involving same chassis or remounting to different chassis)		
XA01	<u>MODIFY BACK OF CAB TO 'CRAWL THROUGH or 'WALK-THROUGH WHEN CHANGING TO DIFFERENT STYLE CHASSIS</u>	\$2,603.04
XA02	<u>EXTERIOR FRONT MODIFICATION: MODIFY BODY FRONT TO ACCOMMODATE NEW CHASSIS</u> The front face of the module body is to be modified to accommodate new chassis if required on remount. (does not include paint on front body that may need to be added or interior front wall work that may need to be added, as noted below)	\$1,614.79
XA03	<u>MODIFY UNDER BODY FLOOR STRUCTURE TO ACCOMMODATE NEW MOUNTING SYSTEM</u> The underside mounting structure of the body to chassis mounting system shall be modified to accommodate new chassis if required on the remount (utilizing same mounting system as applied to old chassis) <u>(DOES NOT INCLUDE INTERIOR FLOOR OR SUBFLOOR MODIFICATIONS WHEN NEEDED)</u>	\$2,100.00
XA04	<u>MODIFY NAVISTAR or TERRASTAR CHASSIS FRAME RAIL LENGTH TO ACCOMMODATE BODY</u> The chassis frame rail shall be modified to accommodate the remount body.	\$1,325.00
XA05	<u>ADD UREA or FUEL FILL TO MODULE BODY</u> A urea fill or fuel fill with Cast products housing shall be added to the body side where applicable. (DOES NOT INCLUDE ANY REQUIRED PAINT WORK)	\$161.48
XA06	<u>INSTALL A STAINLESS PLATE OVER OLD FUEL FILL OR UREA FILL LOCATION</u>	\$80.74
XA07	<u>MODIFY EXTERIOR COMPARTMENT FOR PROPER LOCATION OF FUEL FILL</u> A urea fill with Cast products housing shall be added to the body side where applicable.	\$511.35
<u>PAINT AND STRIPE OPTIONS FOR REMOUNTS (XB)</u>		
XB01	<u>COMPLETE REPAINT OF MODULE BODY ONLY (Not including Striping)</u> The modular body shall be painted with the following special paint with color and paint code to be determined. (Price does not include any trim changes)	\$11,411.18
XB02	<u>REPAINT OF MODULE BODY FRONT FOR PASS-THROUGH/WALK-THROUGH MODIFICATION</u> The front of the module body shall be repainted due to chassis model change and walk-through/pass through modifications. Paint work to be single color and to be applied inboard of the corner extrusions and below the upper body drip rail.	\$807.39
<u>INTERIOR COLOR AND MATERIALS OPTIONS FOR REMOUNTS (XD)</u>		
XD01	<u>INSTALL NEW FLOOR and SUB-FLOOR MATERIAL (Requires new cot mount to be selected)</u>	\$2,126.14
XD02	<u>INSTALL NEW SIDE and REAR ACCESS DOOR SILL PLATES:</u>	\$237.91
XD03	<u>INSTALL NEW INTERIOR UPHOLSTERY (Does not include hi-back seats of any type)</u>	\$1,049.61
XD04	<u>INSTALL NEW FORMICA COVERED DOOR PANELS (Price is each panel)</u>	\$207.77
XD05	<u>INSTALL CEILING MATERIAL</u>	\$871.99
XD06	<u>INSTALL NEW SIDE WALLS</u>	\$1,104.52
XD07	<u>INSTALL NEW FORMICA COVERED STREET SIDE OR CURB SIDE WALL RISER (Each)</u>	\$199.16
XD08	<u>INSTALL NEW SQUAD BENCH SCAB</u>	\$87.20
XD09	<u>INSTALL NEW CUSHION EDGE TRIM (Price is for each side of patient area where needed)</u>	\$93.66

<u>Option code</u>	<u>Description</u>	<u>Price</u>
<u>INTERIOR ACCESSORIES AND TRIM OPTIONS FOR REMOUNTS (XE)</u>		
<u>XE01</u>	<u>PROVIDE and INSTALL NEW NON-POWERED FERNO (not including Stat Trac) OR STRYKER COT MOUNT</u> Note: Typically requires new floor and sub floor installation from above	\$856.91
<u>XE02</u>	<u>PROVIDE and INSTALL NEW FERNO WASHINGTON STAT TRAC COT MOUNT SYSTEM</u> Note: Typically requires new floor and sub floor installation from above	\$1,581.42
<u>XE03</u>	<u>INSTALL NEW DOOR HANDLE BEZELS (Each)</u>	\$87.20
<u>XE04</u>	<u>INSTALL NEW HIGH BACK SEAT WITH 2-POINT BELT</u>	\$255.14
<u>XE05</u>	<u>INSTALL NEW HIGH BACK SEAT WITH 3-POINT HARNESS</u>	\$800.94
<u>XE06</u>	<u>INSTALL NEW HIGH BACK CHILD SAFETY SEAT WITH 3-POINT HARNESS</u>	\$1,133.58
<u>XE07</u>	<u>INSTALL NEW BOXED BASE FOR HIGH BACK SEAT</u>	\$416.62
<u>XE08</u>	<u>INSTALL NEW SWIVEL MOUNT BASE FOR HIGH BACK SEAT</u>	\$191.62
<u>XE09</u>	<u>INSTALL NEW GAS HOLD OPEN FOR INTERIOR CUSHIONS OR DOORS</u>	\$113.04
<u>XE10</u>	<u>INSTALL NEW GAS HOLD OPEN FOR INTERIOR RESTOCKING CABINET FRAMES</u>	\$43.06
<u>XE11</u>	<u>INSTALL NEW HOLD DOWN LATCHES (Paddle Style)</u>	\$118.42
<u>XE12</u>	<u>INTERIOR FRONT MODIFICATION: MODIFY FRONT INTERIOR WALL TO ACCOMMODATE NEW CHASSIS</u>	\$841.84
<u>EXTERIOR ACCESSORY AND TRIM OPTIONS FOR REMOUNTS (XF)</u>		
<u>XF01</u>	<u>INSTALL NEW EXTERIOR TRIM PACKAGE</u> The following items shall be installed on the module body: <i>Wheel well fenders, rub rails, diamond plate corner protectors, mirrorized stainless steel splash shields and rear kick plate</i>	\$1,937.75
<u>XF02</u>	<u>INSTALL NEW STAINLESS STEEL FENDERS (Price is for each fender)</u>	\$486.59
<u>XF03</u>	<u>INSTALL NEW STAINLESS STEEL or DIAMOND PLATE RUB RAILS (Price is for each rub rail)</u>	\$163.63
<u>XF04</u>	<u>INSTALL NEW MIRRORIZED STAINLESS STEEL FRONT SPLASH GUARDS (Price is for each plate)</u>	\$74.28
<u>XF05</u>	<u>INSTALL NEW DIAMOND PLATE CORNER GUARDS (Price is for each corner)</u>	\$54.90
<u>XF06</u>	<u>INSTALL NEW REAR DIAMOND PLATE STEP RISER</u>	\$249.75
<u>XF07</u>	<u>INSTALL NEW REAR STEP ASSEMBLY</u> A new hinged rear step with diamond plate corner guards shall be installed	\$968.87
<u>XF08</u>	<u>INSTALL NEW REAR DOOR HOLD OPENS</u> new "Grabber" hold opens shall be installed on the rear of the vehicle.	\$102.27
<u>XF09</u>	<u>INSTALL NEW GAS SHOCK HOLD OPENS FOR DOORS (Each)</u> New gas shocks shall be installed where applicable on either exterior compartment or access doors	\$91.50
<u>XF10</u>	<u>INSTALL NEW COMPARTMENT AND ACCESS DOOR DRIP RAILS</u>	\$338.03
<u>XF11</u>	<u>COMPARTMENT OR ACCESS DOOR HARDWARE SERVICE (Each)</u> Module door hardware where needed shall be serviced	\$113.04
<u>XF12</u>	<u>INSTALL POWER VENT SYSTEM</u>	\$216.38
<u>XF13</u>	<u>INSTALL POWER VENT SYSTEM</u>	\$134.57
<u>RADIOS AND CONSOLES FOR REMOUNTS (XG)</u>		
<u>XG01</u>	<u>INSTALL NEW CAB CONSOLE-TYPE 3 (Does not include map book extension or radio system transfer)</u>	\$338.03
<u>XG02</u>	<u>INSTALL NEW CAB CONSOLE-TYPE 1 (Does not include map book extension or radio system transfer)</u>	\$296.04
<u>XG03</u>	<u>CONSOLE EXTENSION</u>	\$388.09
<u>INTERIOR CABINET OPTIONS FOR REMOUNTS (H)</u>		
<u>XH01</u>	<u>REPLACE SLIDING PLEXIGLAS DOOR HANDLES (Each)</u> Interior sliding door handles shall be replaced where necessary.	\$12.92
<u>XH02</u>	<u>REPLACE STAINLESS STEEL SOUTHCO LATCHES (Each)</u> Interior hinged doors handles shall be replaced where necessary with non-locking Southco paddle latches	\$43.06
<u>HX03</u>	<u>REPLACE STAINLESS STEEL SOUTHCO HD LOCKING LATCHES (Each)</u> Interior hinged doors handles shall be replaced where necessary with locking Southco paddle latches	\$49.52
<u>XH04</u>	<u>REPLACE SLIDING PLEXIGLAS DOORS (Each)</u>	\$77.51
<u>XH05</u>	<u>REPLACE HINGED PLEXIGLAS DOORS (Each)</u>	\$118.42
<u>XH06</u>	<u>REPLACE COMBINATION FRAMED PLEXIGLAS DOORS (Each)</u>	\$227.15
<u>XH07</u>	<u>REMOVE COUNTER TOP FOR REPLACEMENT</u>	\$58.13
<u>XH08</u>	<u>INSTALL NEW STAINLESS STEEL COUNTER TOP (Each)</u>	\$150.71
<u>XH09</u>	<u>INSTALL NEW FORMICA COVERED INHALATION PANEL</u>	\$290.66

<u>Option code</u>	<u>Description</u>	<u>Price</u>
<u>ELECTRICAL OPTIONS (NON-WARNING SYSTEMS) FOR REMOUNTS (XI)</u>		
XI01	<u>REMOVE OLD ELECTRICAL SYSTEM AND INSTALL NEW INTELLIPLIX SYSTEM</u> Note: Includes new front and rear switch panels, new input/output modules and computer system	\$4,306.11
XI02	<u>REMOVE OLD MODULE BODY WIRING HARNESS AND INSTALL NEW WIRING HARNESS</u>	\$2,798.97
XI03	<u>INSTALL NEW 45 AMP BATTERY CHARGER</u>	\$461.83
XI04	<u>INSTALL NEW LED TYPE ICC REQUIRED RUNNING LIGHTS</u> Install red Whelen L.E.D. 700 or M6 series turn/marker lights on each rear side of the module body. Lights provide module body night time side lighting visibility and turning signal indication.	\$435.99
XI05	<u>INSTALL NEW FLORESCENT LIGHTS, 24 INCH, EACH</u> Install 24 inch, 12 volt florescent ceiling light fixtures.	\$203.46
XI06	<u>UPGRADE INTERIOR LIGHTING TO WHELEN LED FIXTURES (WHELEN or WELDON) (Price is Each)</u>	\$296.04
XI07	<u>CHANGE SHORELINE TO: STRAIGHT 3 PRONG 110VAC SHORELINE INLET (NON-EJECTING)</u>	\$227.15
XI08	<u>CHANGE SHORELINE TO: KUSSMAUL 20 AMP SUPER AUTO EJECT SHORELINE INLET</u> Install a Kussmaul 20 amp Super Auto Eject shoreline inlet in lieu of standard.	\$585.63
XI09	<u>ADD POWER ON INDICATOR LIGHT FOR SHORELINE</u> Install a pilot light to indicate presence of AC power at shoreline inlet.	\$59.21
XI10	<u>INSTALL NEW SHORELINE COVER</u>	\$59.21
XI11	<u>INSTALL NEW REVERSE ALARM</u>	\$107.65
<u>VISUAL WARNING SYSTEM OPTIONS FOR REMOUNTS (XJ)</u>		
XJ01	<u>INSTALL NEW WHELEN "FREEDOM" LINEAR SUPER LED LIGHT BAR WITH 8 LED MODULES</u> <u>Layout:</u> RED CORNER-RED-WHITE-RED-RED-WHITE-RED-RED CORNER	\$2,556.75
XJ02	<u>INSTALLATION CHARGE FOR FRONT LIGHT BAR ON CAB ROOF</u>	\$171.17
XJ03	<u>INSTALLATION CHARGE FOR FRONT LIGHT BAR ON FRONT FACE OF MODULE BODY</u>	\$171.17
XJ04	<u>INSTALL NEW WHELEN 900 SERIES HALOGEN LIGHT (Price is each)</u>	\$173.32
XJ05	<u>INSTALL NEW WHELEN 900 SERIES LINEAR SUPER LED or 'M9' SERIES RED OR AMBER FLASHING LIGHT, EACH</u> Note: includes 900 FLANGE mounting flange	\$377.86
<u>VISUAL NON- WARNING SYSTEM OPTIONS FOR REMOUNTS (XK)</u>		
XK01	<u>INSTALL NEW TAIL LIGHTS, WHELEN 600/700 SERIES LED WITH HALOGEN BACKUP LIGHTS</u> Note: includes 600/700 SERIES FLANGE mounting flange, with arrow turn signal	\$1,063.61
XK02	<u>REPLACE BODY ICC LIGHTS (Price is each light)</u>	\$47.37
XK03	<u>INSTALL NEW TAIL LIGHTS, WHELEN 600/700 SERIES LED WITH HALOGEN BACKUP LIGHTS</u> Note: May require new rear kick plate or hole cuts in body which are not part of option pricing	\$1,063.61
XK04	<u>INSTALL NEW WHELEN HALOGEN SIDE SCENE LIGHTS (Price is each light)</u>	\$204.54
XK05	<u>INSTALL NEW REAR WHELEN 900/700 HALOGEN SERIES LOADING LIGHTS (Price is each light)</u>	\$213.15
XK06	<u>INSTALL NEW LED TYPE ICC REQUIRED RUNNING LIGHTS (Price is per pair)</u>	\$435.99
<u>AUDIBLE WARNING SYSTEM OPTIONS FOR REMOUNTS (XL)</u> Note: sirens below do not include installation charges.		
XL01	<u>INSTALL NEW WHELEN 295LSA1</u>	\$410.16
XL02	<u>INSTALLATION CHARGE FOR NEW SIREN</u>	\$184.09



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5986

County Administrator's Report 12. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Memorandum of Understanding for Expenditure of Recipient Funding from the Interoperable Emergency Communications Grant Program Funds

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Understanding for Expenditure of Recipient Funding from the Interoperable Emergency Communications Grant Program Funds - Michael D. Weaver Public Safety Department Director

That the Board take the following action concerning the Memorandum of Understanding (MOU) for Expenditure of Recipient Funding from the Interoperable Emergency Communications Grant Program (IECGP) Funds between the Florida Division of Emergency Management (FDEM) and Escambia County that supports the actions of FDEM to utilize identified Grant funding for the purchase of communications equipment on Escambia County's behalf and provides that equipment, with authorization of access and use, as an additional redundant communications tool for disaster and emergency response as outlined within the MOU:

- A. Approve the MOU for Expenditure of Recipient Funding from the IECGP Funds;
- B. Authorize the Chairman or Vice Chairman to sign the MOU; and
- C. Authorize the County Administrator to execute any related MOU implementation documents.

BACKGROUND:

The U.S. Department of Homeland Security, Grants Program Directorate Office has made available 2008 and 2009 IECGP funds to FDEM, as the State of Florida Administrative Agency under federal guidelines, which funds are designated to be used for planning, training, exercise, equipment and management and administrative purchases and activities in support of Domestic Preparedness. FDEM is retaining funds from the program on behalf of all the participating counties, to include Escambia County, in the state to purchase State Law Enforcement Radio System (SLERS) Network equipment and to then provide that equipment with access and authorization rights, to the county, allowing use of the equipment as a redundant communications resource during disasters and emergencies affecting Escambia County. There is no financial obligation nor impact to the county budget.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the MOU and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Board's policy that MOUs must be approved by it.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the MOU. Coordination of this MOU will be between FDEM and the Escambia County Division of Emergency Management.

Attachments

MOU

**MEMORANDUM OF UNDERSTANDING
FOR EXPENDITURE OF RECIPIENT FUNDING
FROM THE INTEROPERABLE EMERGENCY COMMUNICATIONS GRANT PROGRAM
(IECGP) FUNDS.**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the Florida Division of Emergency Management (“FDEM”) and _Escambia County Emergency Management _ (“Recipient”).

WHEREAS, the U.S. Department of Homeland Security, Grants Program Directorate Office has made available 2008 and 2009 Interoperable Emergency Communications Grant Program (IECGP) to the Florida Division of Emergency Management (FDEM), as the State of Florida’s State Administrative Agency under federal grant guidelines, which funds are designated to be used for planning, training, exercise, equipment and management and administrative purchases and activities in Domestic Preparedness.

WHEREAS, the 2008 and 2009 Interoperable Emergency Communications Grant Program (IECGP) provides funds to enhance the capability of States and Recipients to prevent, deter, respond to, and recover from incidents of terrorism.

WHEREAS, the 2008 and 2009 Interoperable Emergency Communications Grant Program (IECGP) guidelines require that, if a State retains a portion of said grant funds on behalf of a Recipient, the State must enter into a Memorandum of Understanding with the Recipient, specifying the amount of funds to be retained by the State for purchases on behalf of Recipient.

WHEREAS, the State and the Recipient have utilized the State of Florida’s State Homeland Security Strategies as the basis for the allocation of IECGP funds to meet prioritized needs to enhance and refine their preparedness efforts, and have received state and federal approval for the allocation and expenditure of said funds as designated herein; and

WHEREAS, the Florida Domestic Security Strategic Plan is the blueprint or plan by which these activities and initiatives are organized and executed within this framework.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree to the following terms:

1. On behalf of the participating counties, the Division retained the amount of \$272,137.50 (“retained funds”), to purchase, the items referenced herein.
2. FDEM has been approved by the State as the appropriate agency to acquire, on behalf of Recipient, the items referenced herein.

3. FDEM, in its administration of the retained funds, expended the retained funds for the purchase of the items listed in Attachment “A” (the “Purchases”).
4. FDEM used the retained funds to complete the Purchases within the time frame required by applicable guidelines and/or the terms of this MOU.
5. All notices provided under or pursuant to this MOU shall be in writing, and sent via hand delivery or certified mail return receipt requested to the representatives and addresses identified below:

For FDEM: Robert Little
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
(850) 410-1269
Robert.Little@em.myflorida.com

For Recipient: John Dosh
Escambia County Emergency Management
6575 North W. Street
Pensacola, Florida 32505
(850) 471-6409
jsdosh@myescambia.com

6. Recipient agrees to adhere to each section of Chapter 60FF-4.001 through 60FF-4.007, Florida Administrative Code, and Section 282.106 (9), Florida Statutes.
7. The Purchases have been delivered by FDEM to County representatives and are not to be used until this MOU is executed, a background check has been completed and a copy of the security check has been delivered to FDEM Communications section, and the user has completed online training.

A. Distribution of SLERS (EOC) Radios

1. FDEM distributed the SLERS (EOC) Radio to the Florida county as set forth in **Attachment A, (Receipt of Purchase)** (“Recipient Counties”).
2. Each recipient county shall designate a person or group of persons who shall be permitted to use the SLERS (EOC) Radios (the “Authorized Users”).
3. Pursuant to F.A.C. 60FF-4 each Authorized User shall pass a background check.
4. The County EM Director shall be responsible for proper usage of the SLERS (EOC) Radio as set forth in this MOU and F.A.C. 60FF-4.
5. Each Authorized User is required to complete the web-based SLERS training courses prior to using the SLERS (EOC) Radio for communication, located at <https://slerstraining.state.fl.us>.

B. Programming of SLERS (EOC) Radios

1. The SLERS (EOC) Radio shall be programmed by Harris Corporation (Harris) with talk groups for regional communication and limited statewide communication.
2. No change in programming of the SLERS (EOC) Radio, such as a change to the personality or template used in the SLERS (EOC) Radio, without the written consent of the Joint Task Force on Agency Law Enforcement Communications (JTF).

C. Usage of SLERS (EOC) Radios

1. The County EM Director may reassign the designated radio to another person but then that person is responsible for meeting all guidelines and limitations. The County E M Director remains responsible for compliance with this MOU.
2. The SLERS (EOC) Radio is to be used only when all other forms of communication with the Authorized User have failed or when necessary for the coordination of teams or agencies.
3. County shall ensure that the Authorized User utilizes the SLERS (EOC) Radio only for communication that is necessary for emergency management.
4. County shall ensure that the Authorized User practices clear communication language that is concise and does not include the usage of codes or signals.
5. County shall ensure that the SLERS (EOC) Radio is powered down when not in use.
6. FDEM will conduct a quarterly radio check with the Authorized User to ensure that the SLERS (EOC) Radio is operational.
7. County shall comply with all requirements set forth in 60FF-4 of the Florida Administrative Code ("F.A.C."), located at <https://www.flrules.org/gateway/chapterhome.asp?chapter=60FF-4>.
8. County will ensure that the Authorized Users comply with all requirements set forth in Chapter 60FF-4, F.A.C.

D. Priority to State Law Enforcement

1. Pursuant to F.A.C. 60FF-4, the State Law Enforcement Users and Local First Responders shall have priority when heavier than normal traffic causes queuing. Department of Management Services (DMS) shall be permitted all actions set forth in F.A.C. 60FF-4 to ensure the priority for State Law Enforcement and Local First Responders.
2. DMS, through its Emergency Support Function, shall work together with FDEM and State Law Enforcement Agencies during times of State Emergency Operations Center ("State EOC") activation to coordinate communication needs prior to taking actions that may limit communications.

8. The Recipient shall use the Purchases for the purpose(s) outlined herein and in the DMS SLERS Guidelines.
9. The Recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber, or otherwise dispose of the Purchases without the prior written consent of FDEM.
10. Any Recipient that is a state agency or subdivision as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the extent provided by Section 768.28, Florida Statutes, for its negligent acts or omissions or tortuous acts which result in claims or suits against Recipient or FDEM, and agrees to be liable for any damages resulting from said act or omissions. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of any conduct.
11. The parties agree to comply with applicable state and federal guidelines in the annual reporting of the operational status of the radio to FDEM.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their undersigned officials as duly authorized.

RECIPIENT:

BOARD OF COUNTY COMMISSIONERS
 ESCAMBIA COUNTY, FLORIDA

FLORIDA DIVISION OF EMERGENCY
 MANAGEMENT

By: _____

By: _____

Bryan W. Koon, Director

Lumon J. May, Chairman

Printed Name and Title

 Date

 Date

ATTEST: Pam Childers
 Clerk of the Circuit Court

By: _____
 Deputy Clerk

Approved as to form and legal
 sufficiency.

Date BCC Approved: _____

By/Title: [Signature]

Date: 3/28/14

Date BCC Executed: _____

**Attachment A
Receipt of Purchases**

Contract Number: A6418D

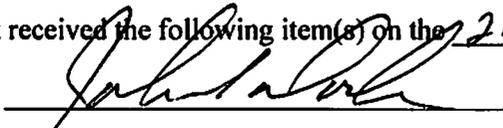
The following item(s) will be used and retained in accordance with paragraph 3 and 6.c of this MOU.

Operator	LID	Serial Number	Equipment Type
County of Escambia	334892	A4011E053040	M7300

Itemization of Accessories and Features included with each unit.

1	MAMW-SDMXX	Mobile M7300 764-870MHz, Half Dplx	\$1,395.95	\$1,395.95
1	MAMW-NPL3R	Feature, Max(1024+) System/Groups	\$0.01	\$0.01
1	MAMW-NPL7G	Feature, ESK/P25 Personality Lock	\$82.34	\$82.34
1	MAMW-PKGPV	Feature Pkg, ProVoice Trucking (includes EDACS)	\$1,882.48	\$1,882.48
1	MAMW-PKG8F	Feature, 256-AES,64-DES ECP Encryption	\$445.25	\$445.25
1	MAMW-NCP9F	Control Unit,CH721,System,Remote Mount	\$617.51	\$617.51
1	MAMW-NZN7R	Accessories,M7300 Remote Mount	\$269.46	\$269.46
1	MAMW-NMC7Z	Mircophone, Standard CH721 Control Unit	\$59.88	\$59.88
1	Program Install	Mobile programming and install (pelican case)	\$345.36	\$345.36
1	Pelican case	Pelican case (w/110 VAC-12VDC Pks, DC and AC plugs, Poly Mag Mgt Ant 20' coax w/TNC Conn.	\$1,925.36	\$1,925.36
1	WCI-MTS	Antenna Tripod Mount (4 1/2" X 96") with anchoring hardware	\$1,250.00	\$1,250.00
1	LMR400 Coax	LMR 400 Coax Cable with N Conn	\$132.75	\$132.75
1	FG8060 Antenna	FG8060 Antenna 806-866MHz Unity Gain	\$79.90	\$79.90
			Total	\$8,486.25

The Recipient received the following item(s) on the 21 day of October 2013

Received by: 

John Dosh, Manager, Division of Emergency Management

Printed Name and Title

County of Issuance: Escambia County



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5968

County Administrator's Report 12. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Renewal of Lease between Escambia County and Office of Criminal Conflict & Civil Regional Counsel, First DCA Region

From: David Wheeler, Department Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Renewal of Lease Agreement between Escambia County and the Office of Criminal Conflict and Civil Regional Counsel, First DCA Region - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action regarding a Renewal of Lease Agreement between Escambia County and the Office of Criminal Conflict and Civil Regional Counsel, First DCA Region:

A. Approve a Renewal of Lease Agreement between Escambia County and the Office of Criminal Conflict and Civil Regional Counsel, First DCA Region, for space located on the Second Floor of the Old Escambia County Courthouse, located at 223 Palafox Place, Pensacola, Florida, for an additional two successive twelve-month term, commencing on July 1, 2014; and

B. Authorize the Chairman to sign the Renewal of Lease Agreement.

[Funding: Rent from this Lease will be deposited into the General Fund, Fund 001. Lessee shall pay to the County rent, in the amount of \$2,040, per month for the renewal term]

BACKGROUND:

In 2007 the Regional Conflict Counsel, now known as the Office of Criminal Conflict and Civil Regional Counsel, First DCA Region occupied office space in the Old Escambia County Courthouse. In October 2010 a meeting was held with all concerned parties, and the County Administrator directed Facilities Management to negotiate a fee based Lease Agreement with the Office of Criminal Conflict and Civil Regional Counsel, First DCA Region.

February 2, 2012, the Board adopted a Resolution to approve the Lease Agreement between Escambia County and the Office of Criminal Conflict and Civil Regional Counsel, First DCA Region for space located on the Second Floor of the Old Escambia County Courthouse, located at 223 Palafox Place (Resolution and Lease are attached). The initial Lease commenced on January 23, 2012 and will end on June 30, 2014. The Lease allowed for the renewal of two successive terms of twelve months, provided Lessee delivers the County written notice of its

intent to renew. Facilities Management received a notice, in February 2014, of their intent to renew the lease.

Approval of the Renewal of Lease will commence on July 1, 2014 and end on June 30, 2016. In all other respects, the provisions of the Lease, as renewed, remain unchanged and in full force and effect.

BUDGETARY IMPACT:

Rent from this Lease will be deposited into the General Fund (001). Lessee shall pay to the County rent in the amount of \$2,040 per month for the renewal term.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Renewal of Lease was prepared by the County Attorney's Office and approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for lease agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

Signatures are required by both parties.

Attachments

2012 Signed Lease and Resolution
Renewal of Lease

2/2/2012 CAR11-5

RESOLUTION R2012-20

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE LEASE OF REAL PROPERTY TO THE OFFICE OF CRIMIAL CONFLICT AND CIVIL REGIONAL COUNSEL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of a parcel of real property and structure located at 223 Palafox Place, Escambia County, Florida, more commonly referred to as the Old County Courthouse; and

WHEREAS, the Office of Criminal Conflict and Civil Regional Counsel, First DCA Region (OCC), is an agency of the State of Florida, created pursuant to Section 27.511, Florida Statutes; and

WHEREAS, OCC has requested that the County lease a portion of the second floor of the Old County Courthouse (the Property) to it for its administrative offices; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the County to lease the Property to OCC under the terms and conditions stated herein; and

WHEREAS, the conveyance is authorized pursuant to Section 125.38, Florida Statutes.

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

- Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.
- Section 2. The Property shall be leased to OCC for the initial monthly rent of \$2,184.00 and otherwise in accordance with the terms in the Lease Agreement attached to this Resolution.
- Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 2nd day of February, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

This document approved as to form and legal sufficiency.
By: [Signature], Assistant County Attorney
Date: Jan 6, 2012

Date Executed

2-2-2012

ERNE LEE MAGAHA
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk



Verified By: D. MacArthur
Date: 2/5/12

**LEASE AGREEMENT BETWEEN ESCAMBIA COUNTY
AND
THE OFFICE OF CRIMINAL CONFLICT
AND CIVIL REGIONAL COUNSEL**

THIS LEASE AGREEMENT is made and entered into this 23rd day of January, 2012 by and between the Office of Criminal Conflict and Civil Regional Counsel, First DCA Region, a State of Florida government agency (Lessee) whose address is 227 N. Bronough Street, Suite 1125, Tallahassee, FL 32301 and whose mailing address is P.O. Box 1019, Tallahassee, FL 32302, and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (County).

WITNESSETH:

WHEREAS, Escambia County is the owner of real property commonly known as the Old Escambia County Courthouse, formerly the United States Customs Building, located at 223 Palafox Place, Pensacola, Escambia County, Florida 32502 (Courthouse); and

WHEREAS, Lessee has requested that the County lease to it a portion of the Courthouse for the Office of the Criminal Conflict and Civil Regional Counsel; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that it is in the best interests of the County and the public to lease a portion of the Courthouse to Lessee under the terms and conditions stated below.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated by reference.
2. Property Leased. The County leases to Lessee a portion of the Second Floor of the Courthouse located at 223 South Palafox Place, Pensacola, Florida, more particularly described in the attached Exhibit A (Property).
3. Term. The initial term of the Lease shall commence on January 23, 2012 (Effective Date) and end on June 30, 2014. This Lease may be renewed for two (2) successive terms of twelve (12) months, provided that Lessee delivers to the County written notice of its intent to renew at least ninety (90) days prior to the expiration of the current term.
4. Rent. During the initial term of the Lease, Lessee shall pay to the County rent in the amount of \$2,184.00 per month. For any renewal term, Lessee shall pay to the County rent in the amount of \$2,040.00 per month. Rent shall be paid in arrears. Rent for the first and last months shall be prorated if Lessee occupies the Property less than the full month. As provided in Section 255.2502, Florida Statutes, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

5. Construction of Improvements. No new permanent improvements shall be constructed on the Property unless Lessee first obtains written authorization from the County. Lessee shall be responsible for obtaining all permits necessary for any construction or improvements. Upon termination or expiration of this Lease, any such improvements or personal property not removed by Lessee may be disposed of by the County in any manner the County deems appropriate, without liability to the County. Any and all improvements made must be consistent with the historic character of the Courthouse.

6. Maintenance and Utilities. The County shall be responsible for routine maintenance of the Property. Lessee shall be responsible for ensuring that the Property is kept in a neat, safe, and orderly condition. The County will provide electricity, water, sewer, sanitation services, pest control, telephone (10 lines), internet, and cable television. Routine custodial services shall be provided by the County in accordance with the County's current custodial contract.

7. Repairs. The County shall repair the Property, including the structural elements, roof, doors, windows, electrical system, heating and air conditioning system, plumbing system, painting, fixtures, and carpet or other floor covering (the County shall install new carpet prior to the Effective Date). The cost of such repairs shall be the responsibility of the County except to the extent that the damage or condition necessitating the repair is the result of the negligent or willful misconduct of Lessee, its officers, employees, agents, and invitees.

8. Inspection. Lessee shall regularly inspect the Property and any improvements and promptly correct and/or notify the County, as appropriate, of any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property. Lessee accepts the Property "as is" on the Effective Date of this Lease Agreement with no warranties regarding suitability of use.

9. Use of Premises. Lessee shall use the Property solely as the Office of the Criminal Conflict and Civil Regional Counsel.

10. Termination. Either party may terminate this Lease for cause upon thirty (30) days' written notice or convenience upon sixty (60) days' written notice. Upon termination, Lessee shall return the Property to the County in good condition and repair any damage resulting from any improvements installed and removed by Lessee, normal wear and tear excepted.

11. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and Lessee under this Lease will be addressed to, mailed, or delivered to the following:

COUNTY:

County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

LESSEE:

Jeffery E. Lewis, Criminal Conflict and
Civil Regional Counsel
223 Palafox Place
Pensacola, Florida 32502

With a copy of notices and correspondence to:

County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Carla Georgieff, Administrator
Office of Crim. Conflict & Civil Regional Counsel
P. O. Box 1019
Tallahassee, FL 32302

Notices will be delivered personally, by overnight courier, or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight courier will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

12. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose of inspecting and observing the use of the Property, as long as such inspections and observations do not unreasonably interfere with Lessee's use of the Property.

13. Compliance with Laws. Lessee agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

14. Entire Agreement. This Lease Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease Agreement may be modified only by an amendment in writing, dated and signed by the County and Lessee after the date of this Lease Agreement. Lessee acknowledges it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed this Lease Agreement.

15. Assignments. This Lease Agreement shall not be assigned nor shall the Property be sublet unless first approved by the Board of County Commissioners. Any such assignment or sublease shall be reflected in a written instrument executed by the parties.

16. Dispute Resolution. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease Agreement or Lessee's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

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 your county public health unit.

18. Miscellaneous. The captions, headings and paragraph titles in this Lease Agreement are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease Agreement. If any provision of this

Lease Agreement or the its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law. The parties agree this Lease Agreement shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared the Lease Agreement.

IN WITNESS WHEREOF, the County and Lessee have caused this Lease Agreement to be executed by their duly authorized representatives as of the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Wilson B. Robertson
Wilson B. Robertson, Chairman

BCC Approved 02-02-2012



Ernie Lee Magaha
Clerk of the Circuit Court

Harris

This document approved as to legal form and sufficiency.

Schul
By: Stephen G. West, Assistant County Attorney

Date: Jan. 13, 2012

LESSEE:

Witness *Scott W. Tatum*

Print Name SCOTT W. TATUM

Witness *David W. Wheeler*

Print Name DAVID W. WHEELER

Jeffery E. Lewis
Jeffery E. Lewis, Regional Counsel (Director)
Office of Criminal Conflict and
Civil Regional Counsel, First DCA Region

STATE OF FLORIDA

COUNTY OF ESCAMBIA

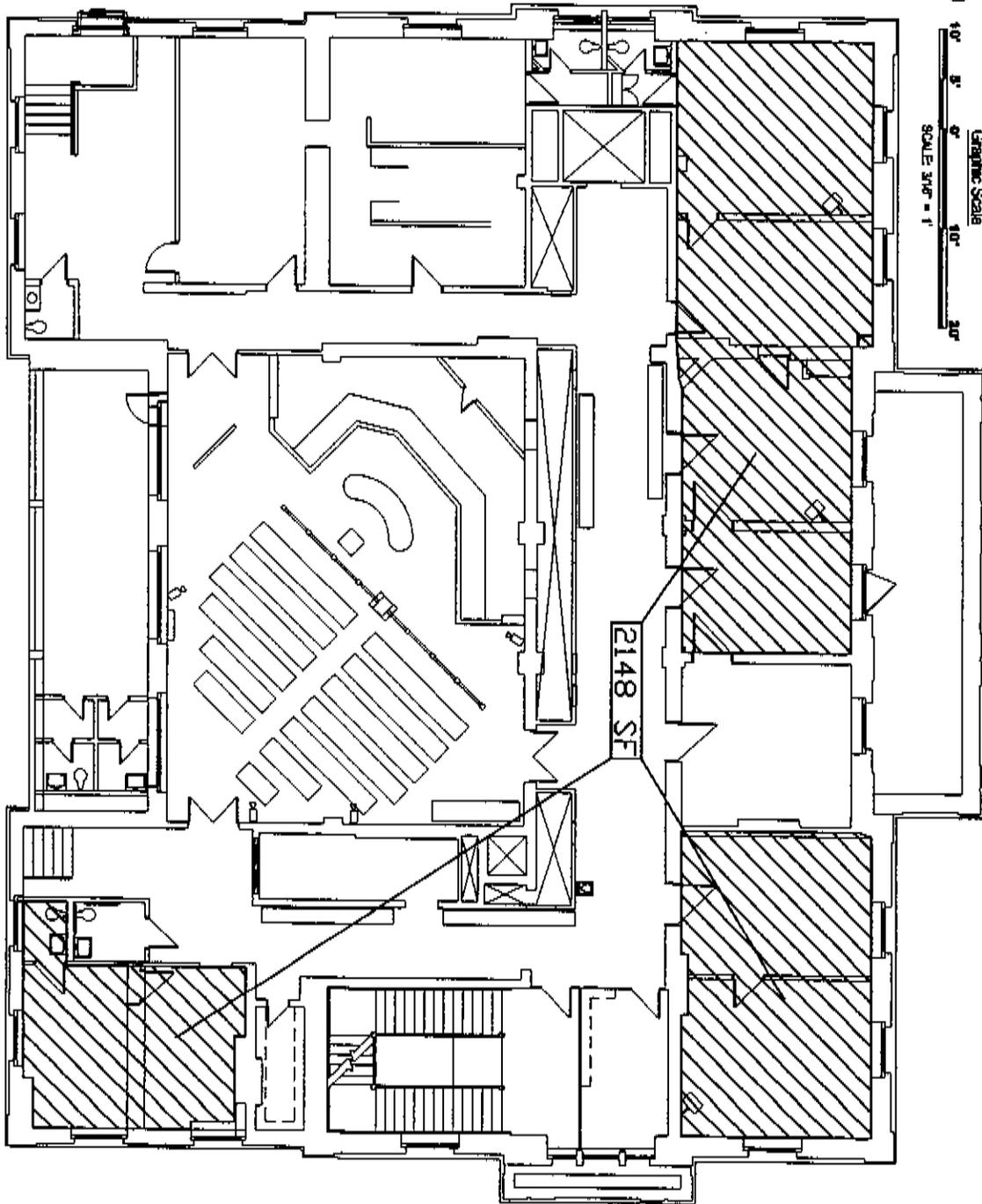
The foregoing instrument was acknowledged before me this 9 day of January, 2012, by Jeffery E. Lewis, Regional Counsel (Director), Office of Criminal Conflict and Civil Regional Counsel, First DCA Region, who () is personally known to me, or () has produced current _____ as identification.



(Notary Seal)

Anna Lee
Signature of Notary Public

Anna Lee
Printed Name of Notary Public

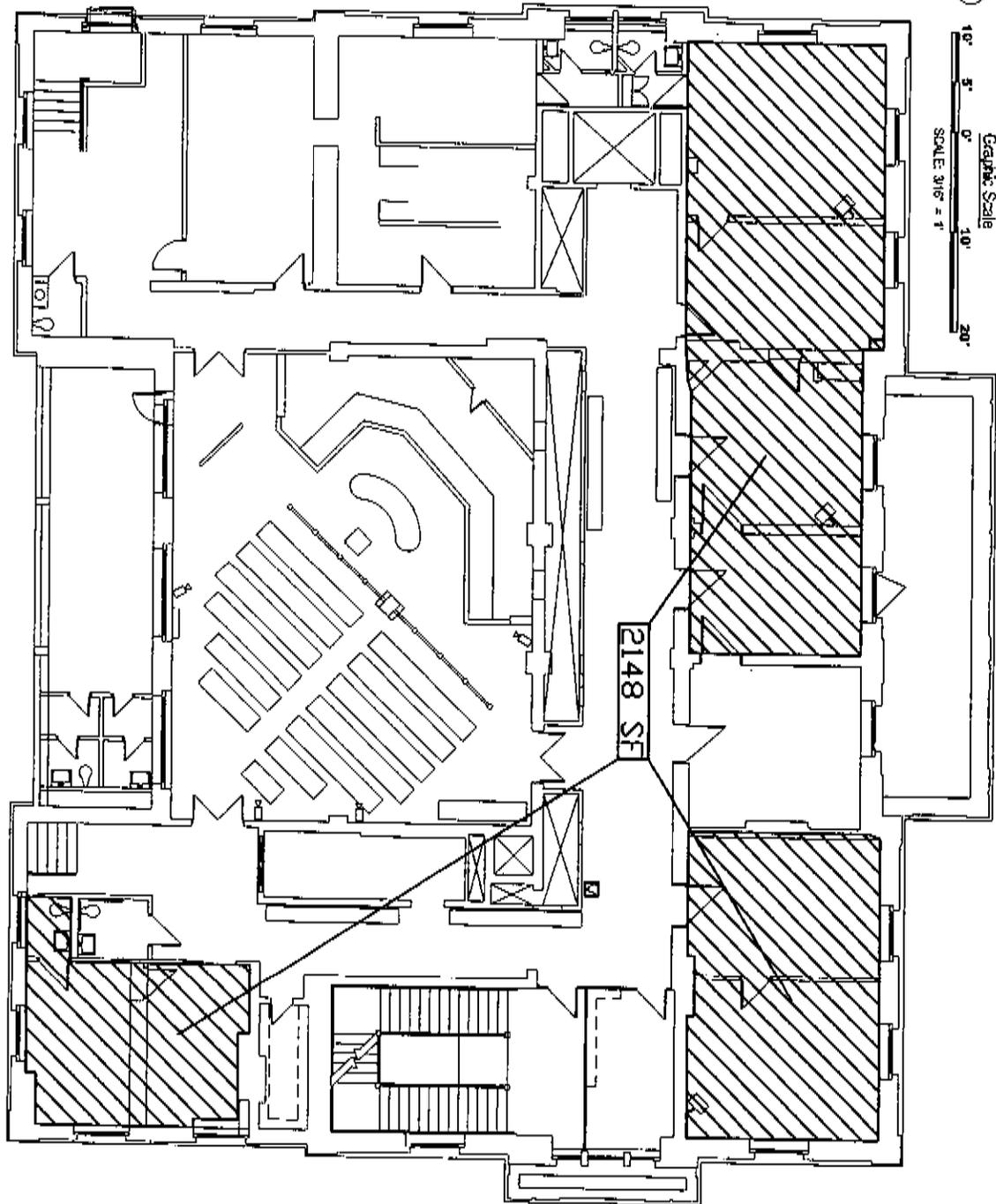



 10' 5' 10' 20'
 Graphic Scale
 SCALE 1/4" = 1'

2148 SF

EXHIBIT
 A

2ND FLOOR SQUARE FOOTAGES	DRAWN BY: NUMBER AND DATE: 10/1/11 COST PROJECT	ISSUE / REVISION DATES	ESCAMBIA COUNTY OLD COURTHOUSE SQUARE FOOTAGES for the ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS	SCALE
------------------------------	--	------------------------	---	-------




 Graphic Scale
 1" = 20'
 0' 5' 10' 20'
 SCALE: 3/16" = 1'

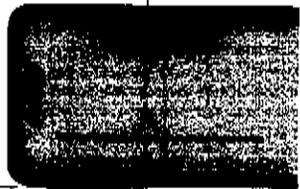
2148 SF

3RD FLOOR
 SQUARE
 FOOTAGES
 DATE: 04-27-21
 CCM PROJECT

DRAWN BY:
 SQUARE
 DATE: 04-27-21
 CCM PROJECT

ESCAMBA COUNTY
 OLD COURTHOUSE SQUARE FOOTAGES
 for the ESCAMBA COUNTY
 BOARD OF COUNTY COMMISSIONERS

SCALE



This document was prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

RENEWAL OF LEASE

This Renewal of Lease (Renewal) is made and entered this _____ day of _____, 2014 by and between Escambia County, a political subdivision of the State of Florida, (Lessor) and the Office of Criminal Conflict and Civil Regional Counsel, First DCA Region, a State of Florida government agency (Lessee).

WITNESSETH

WHEREAS, Lessor and Lessee entered that certain Lease dated January 23, 2012 (Lease);
and

WHEREAS, Lessee has requested to renew the Lease for two (2) successive terms of twelve (12) months as provided in Section 3 of the Lease; and

WHEREAS, Lessor has determined that it is in the best interests of Escambia County to renew the term of the Lease;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The above-recitals are incorporated herein by reference.
2. The Lease shall be renewed for two (2) successive terms of twelve (12) months commencing on July 1, 2014 and ending on June 30, 2016.
3. In all other respects, the provisions of the Lease, as renewed, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Renewal to be executed on the day and year first written above.

LESSOR:
ESCAMBIA COUNTY, FLORIDA, acting by
and through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Lumon J. May, Chairman

Deputy Clerk

Patricia Ann Jones

Witness

Patricia Ann Jones

Print Name

Carla Georgieff

Witness

Carla Georgieff

Print Name

LESSEE:

**Office of Criminal Conflict and
Civil Regional Counsel, First DCA Region**

Jeffery E Lewis
Jeffery E. Lewis, Regional Counsel (Director)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10 day of march, 2014, by Jeffery E. Lewis, Regional Counsel (Director), Office of Criminal Conflict and Civil Regional Counsel, First DCA Region, who is personally known to me, or has produced current _____ as identification.



(Notary Seal)

Karen S. Hood
Signature of Notary Public

Karen S. Hood
Printed Name of Notary Public



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6037

County Administrator's Report 12. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Resolution to Approve and Authorize the Chairman to Sign a Lease Agreement between Escambia County and Community Action Program Committee, Inc.

From: David Wheeler

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Lease of the County-Owned Building at 6450 Highway 95-A North by Community Action Program Committee, Inc. - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the lease of the County-owned building at 6450 Highway 95-A North:

A. Adopt the Resolution authorizing the lease of real property to Community Action Program Committee, Inc., for the property located at 6450 Highway 95-A North, Molino, Florida, for the term of three years, commencing on May 1, 2014, with two additional two-year terms. Rent is to be paid to the County in the amount of \$1.00 per year;

B. Authorize the Chairman to sign the Resolution and the Lease Agreement between Escambia County and Community Action Program Committee, Inc.; and

C. Approve waiving the requirement for the Community Action Program Committee, Inc., to provide payment and performance bonds otherwise required by Section 255.05, Florida Statutes.

BACKGROUND:

The Community Action Program Committee, Inc. (CAPC) will be using this facility for administrative offices and classrooms for the Head Start Program. The Head Start Program promotes school readiness by enhancing the social and cognitive development of children through the provision of health, educational, nutritional, social, and other services for low-income pre-school children ages birth to five years.

Prior to occupying the Property and using it in conjunction with its Head Start Program, CAPC shall complete, at its sole cost and expense, the improvements listed in the lease agreement as Exhibit B. Upon termination or expiration of this Lease, title to any such improvements shall vest with the County, and CAPC shall not be entitled to any reimbursement for the costs associated with the improvement.

In addition, the Board will be waiving the the requirement for a payment and performance bond

otherwise required by Section 255.05, Florida Statutes. Section 255.05 allows the County to waive this requirement if the expected cost is \$200,000 or less.

This new lease will require Community Action Program Committee, Inc., to pay for all contractual services such as electricity, gas, water, sewer, custodial services, sanitation, pest control, security, telephone, internet, and cable television.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Lease Agreement was prepared in conjunction with the County Attorney's Office and Facilities Management. The County Attorney's office has approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current Policy requires Board approval for lease agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

Signatures are required by both parties.

Attachments

Resolution & Lease CAPC Molino School Building

RESOLUTION NUMBER R2014-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE LEASE OF REAL PROPERTY TO COMMUNITY ACTION PROGRAM COMMITTEE, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of real property (Property) located at 6450 Highway 95-A North, Molino, Florida 32577; and

WHEREAS, Community Action Program Committee, Inc. (CAPC) is a non-profit corporation that assists low-income individuals in Escambia County to achieve self-sufficiency; and

WHEREAS, CAPC administers a Head Start Program that promotes school readiness by enhancing the social and cognitive development of children through the provision of health, educational, nutritional, social, and other services for low-income pre-school children ages birth to five years; and

WHEREAS, CAPC has requested that the County lease a portion of the Property to CAPC for use as administrative offices and classrooms for its Head Start Program; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the County to lease a portion of the Property to CAPC under the terms and conditions stated herein; and

WHEREAS, the conveyance is authorized pursuant to Section 125.38, Florida Statutes.

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

- Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.
- Section 2. A portion of the Property shall be leased to CAPC for the annual rent of \$1.00 and otherwise in accordance with the terms and conditions contained in the Lease Agreement between Escambia County and Community Action Program Committee, Inc. attached to this resolution.
- Section 3. 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

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: Lumon J. May, Chairman

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: *[Signature]*
Title: Asst. County Atty
Date: April 11, 2014

LEASE AGREEMENT BETWEEN ESCAMBIA COUNTY AND
COMMUNITY ACTION PROGRAM COMMITTEE, INC.

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2014 by and between Community Action Program Committee, Inc., a Florida non-profit corporation ("CAPC") and Escambia County, a political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, Escambia County (County) is the owner of real property located at 6450 Highway 95-A North, Molino, Florida 32577; and

WHEREAS, Community Action Program Committee, Inc. (CAPC) is a non-profit corporation that assists low-income individuals in Escambia County to achieve self-sufficiency; and

WHEREAS, CAPC administers a Head Start Program that promotes school readiness by enhancing the social and cognitive development of children through the provision of health, educational, nutritional, social, and other services for low-income pre-school children ages birth to five years; and

WHEREAS, CAPC has requested that the County lease a portion of the property to CAPC for use as administrative offices and classrooms for its Head Start Program; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the County to lease a portion of the property to CAPC under the terms and conditions stated herein; and

NOW, THEREFORE, the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Property Leased. The County leases to CAPC a portion of its property located at 6450 Highway 95-A North, Molino, Florida 32577, more particularly described in the attached Exhibit A ("Property").
3. Term. The initial term of the Lease shall be for three (3) years, commencing on _____, 2014 (Effective Date). This Lease may be renewed by CAPC for two additional two (2) year terms, provided that CAPC shall deliver to the County written notice of its intent to renew at least thirty (30) days prior to the expiration of the current term.
4. Rent. CAPC shall pay to the County as rent the sum of One Dollar (\$1.00) per year.

5. Construction of Improvements. Prior to occupying the Property and using it in conjunction with its Head Start Program, CAPC shall complete, at its sole cost and expense, the improvements listed in the attached Exhibit B. CAPC shall notify the County in writing prior to commencing construction of any improvement and obtain written authorization for the same. CAPC shall be responsible for obtaining all permits necessary for any construction or improvements. All work shall be completed by contractors licensed in the State of Florida and shall comply with all applicable standards in the current Florida Building Code and the Escambia County Land Development Code. Upon termination or expiration of this Lease, title to any such improvements shall vest with the County, and CAPC shall not be entitled to any reimbursement for the costs associated with the improvement. (The County reserves the right, in its sole discretion, to authorize reimbursement CAPC for certain improvements. However, nothing in this agreement shall be construed to require the County to reimburse CAPC and any such reimbursement shall be authorized by the Board of County Commissioners at a duly noticed public meeting subsequent to the Effective Date.)

6. Maintenance and Utilities. CAPC shall be responsible for routine maintenance of the Property and for ensuring that the Property is kept in a neat, safe, and orderly condition. CAPC shall be responsible for all utility service charges, including electricity, gas, water, sewer, custodial services, sanitation, pest control, security, telephone, internet, and cable television.

7. Repairs. Upon completion of the improvements listed in the attached Exhibit B and issuance of a Certificate of Occupancy, the County shall assume responsibility for the repair of the Property, including the structural elements, roof, doors, windows, electrical system, heating and air conditioning system, plumbing system, painting, carpet or other floor covering, fixtures, and paved elements. The cost of such repairs shall be the responsibility of the County except to the extent that the damage or condition necessitating the repair is the result of the negligent or willful misconduct of CAPC, its officers, employees, agents, and invitees.

8. Inspection. CAPC shall regularly inspect the Property and any improvements and promptly correct and/or notify the County, as appropriate, of any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property. CAPC accepts the Property "as is" on the Effective Date of this Lease with no warranties regarding suitability of use.

9. Indemnification. CAPC agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to the use or possession of the Property by CAPC.

10. Insurance. CAPC shall provide, at its own expense, insurance to cover any damage sustained by the leased premises or any improvements, whether occasioned by fire, windstorm, flood, or other hazard or casualty, or act of God. The insurance must cover the value of replacement costs for the building.

During the term of the Lease, CAPC shall procure and maintain general liability insurance with \$1,000,000 per occurrence and aggregate limits, including coverage of bodily

injury, broad property damage, operations, products and completed operations, contractual liability covering this agreement and personal injury. All insurance carriers must be rated "A," VII or higher by the most recently published edition of A.M. Best rating guide. CAPC shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. Certificates must be mailed to Michael Watts, Risk Manager, Post Office Box 1591, Pensacola, Florida 32597-1591. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Lease can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

CAPC agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Lease. All insurance coverage of CAPC must be primary to any insurance or self-insurance carried by Escambia County applicable to the Lease. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Lease.

11. Use of Premises. CAPC shall use the Property solely as administrative offices and classrooms for its Head Start Program. However, CAPC shall not commence use of the property for its Head Start Program until it has completed all of the improvements listed in the attached Exhibit B and obtained a Certificate of Occupancy from the Escambia County Building Inspections Department.

12. Termination. Either party may terminate this Lease, for cause or convenience, by providing at least thirty (30) days written notice to the other party. Upon termination or expiration of the Lease, CAPC shall relinquish to the County all of its interest in any improvement constructed in accordance with the terms of this Lease and otherwise return the Property to the condition that existed on the Effective Date.

13. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and CAPC under this Lease will be addressed to, mailed, or delivered to the following:

COUNTY:

County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

CAPC:

Douglas B. Brown, Executive Director
Community Action Program Committee, Inc.
1380 N. Palafox Street
Pensacola, Florida 32501

With a copy of notices and correspondence to:

County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Notices will be delivered personally or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

14. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose of inspecting and observing the use of the Property, as long as such inspections and observations do not unreasonably interfere with CAPC's use of the Property.

15. Compliance with Laws. CAPC agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

16. Entire Agreement. This Lease contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease may be modified only by an amendment in writing, dated and signed by the County and CAPC after the Effective Date. CAPC 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 this Lease.

17. Assignments and Subleases. This Lease shall not be assigned or subleased.

18. Dispute Resolution. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease or CAPC's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

19. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

20. Taxes. CAPC shall be responsible for all taxes and assessments, if any, against the Property, improvements, or otherwise arising out of this Lease.

21. Miscellaneous. The captions, headings and paragraph titles in this Lease are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the

provisions of any paragraph of this Lease. If any provision of this Lease or the its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The parties agree this Lease shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared the Lease.

IN WITNESS WHEREOF, the County and CAPC have caused this Lease to be executed by their duly authorized representative as of the day and year first above written.

**ESCAMBIA COUNTY, FLORIDA by
and through its duly authorized BOARD
OF COUNTY COMMISSIONERS**

ATTEST: Pam Childers
Clerk of the Circuit Court

Lumon J. May, Chairman

Deputy Clerk

**COMMUNITY ACTION PROGRAM
COMMITTEE, INC.**

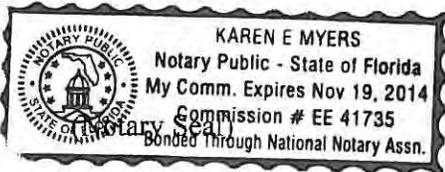
Witness *Danya L. Clapp*
Print Name Danya L. Clapp

Witness *Sherry Babcock*
Print Name SHERRY BABCOCK

[Signature]
By: Douglas B. Brown, Executive Director

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11 day of April, 2014, by Douglas B. Brown as Executive Director of Community Action Program Committee, Inc., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me, or has produced current FL 8650-162-61247-0 as identification.



Karen E Myers
Signature of Notary Public

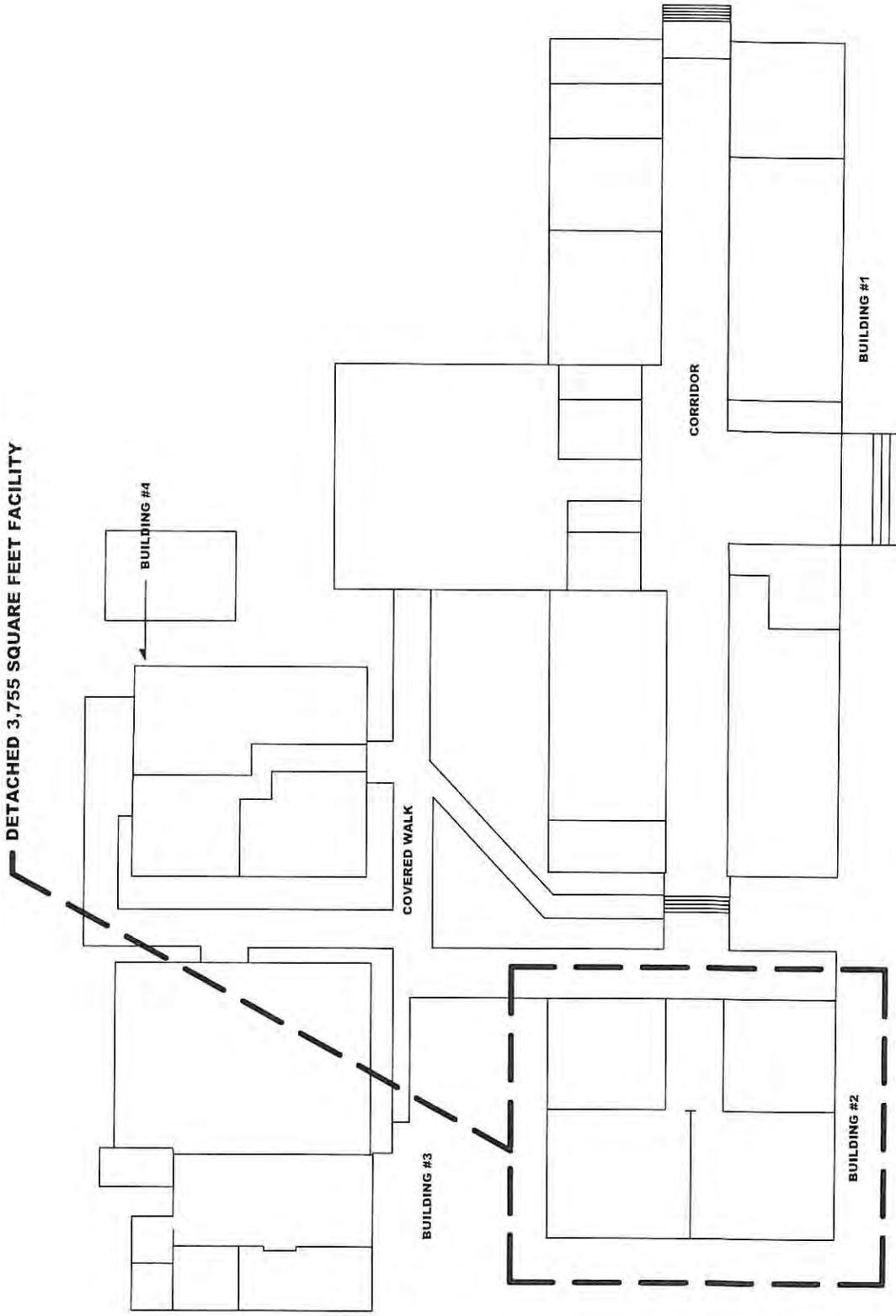
Karen E Myers
Printed Name of Notary Public

Approved as to form and legal
sufficiency.

By/Title: *Escambia County Attorney*
Date: April 11, 2014

EXHIBIT "A"

DETACHED 3,755 SQUARE FEET FACILITY



MOLINO COMPLEX

Exhibit B



Helping People. Changing Lives

Serving Residents of Northwest Florida

March 27, 2014

David Wheeler
Escambia County Department of Facilities
100 East Blount Street
Pensacola FL 32501

Re: Molino Building # 1

Mr. Wheeler:

The Community Action Program is requesting the following repairs be permissible on the above referenced project. Any repairs that require permitting will be performed by licensed and insured Contractors.

- Clean up and debris removal from building
- Removal of carpet and floor repair, refurbishing
- Painting of interior walls and trim
- Sanding and Painting of exterior doors
- Louvered panel inside at hall sealed and walled in with fire rock — (fire Code)
- Replace all broken window panes
- Re-glaze windows (depending on Asbestos Abatement cost)
- Installation of Fire Protection System, Phone and Security
- Installation of HVAC
- Fencing at playground
- Septic Tank to CODE
- Electrical repair and tie in to existing panel

Thank You

Connie Parker
Housing/Safety Director



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5948

County Administrator's Report 12. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Neighborhood Enterprise Foundation Inc. (NEFI) Transition to the County

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Transition of NEFI Programs and Related Staff to Escambia County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning Budget Amendments #136 and #137:

A. Approve Budget Amendments #136, Community Development Block Grant (CDBG) Fund (129) in the amount of \$133,942, and Budget Amendment #137, HUD/Home Fund (147) in the amount of \$13,643, to move money from the Operating Budgets of the CDBG and HUD/Home Programs to personnel to pay for the personnel costs of the Neighborhood Enterprise Foundation, Inc., (NEFI) employees, who will be transitioning to County employment. These Budget Amendments also realign the Operating Budgets of these two Programs and increase the indirect cost available as revenue to the County's General Fund; and

B. Authorize the creation of four new personnel positions to accommodate the transition of the remaining NEFI employees to the County.

BACKGROUND:

NEFI is a private, not-for-profit corporation that manages the County's CDBG, HUD, HUD/Home and SHIP programs for the County. Approval of this recommendation will bring the management of these grants in-house and transfer the remaining employees and assets of NEFI to the County.

BUDGETARY IMPACT:

The salaries and overhead of the NEFI corporation were paid for using the administration dollars available in grants they managed. This same funding will be transferred to personnel accounts to pay the salaries, benefits and overhead of 4 employees to manage these grants and programs for the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Approval of this budget amendment will establish 4 new positions as follows:

Community Development Administrator or equivalent- \$89,000

Accounting Technician or equivalent - \$32,000

Senior Office Support Assistant or equivalent - \$28,000

Redeveloper I or equivalent - \$29,000

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

It is anticipated that this transition will occur by the end of May 2014.

Attachments

BA #136 and BA #137

**Board of County Commissioners
Escambia County
Budget Amendment Request**

**Request Number
136**

Approval Authorities

	<u>Date Rec.</u>	<u>Date Forward</u>	<u>Approved</u>	<u>Disapproved</u>
Department Head				
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From: Fund 129/2013 CDBG

Fund/Department

<u>Account Title</u>				<u>Amount</u>
	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	
Fund 129/2013 CDBG Administration:				
Other Contractual Services		220451	53401	100,418
Fund 129/2013 CDBG Housing:				
Other Contractual Services		220452	53401	33,525
Total				\$133,942

Transfer To: Fund 129/2013 CDBG

Fund/Department

<u>Account Title</u>				<u>Amount</u>
	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	
Fund 129/2013 CDBG Administration:				
Regular Salaries and Wages		220451	51201	45,873
FICA Taxes		220451	52101	3,509
Retirement Contributions		220451	52201	3,188
Life and Health Insurance		220451	52301	7,470
Workers Compensation		220451	52401	119
Travel and Per Diem		220451	54001	2,292
Communications		220451	54101	2,348
Postage & Freight		220451	54201	767
Repairs & Maintenance Services		220451	54801	1,083
Printing & Binding		220451	54701	100
Other Current Charges and Obligations		220451	54901	1,300
Office Supplies		220451	55101	500
Operating Supplies		220451	55201	400
Subscriptions and Memberships		220451	55401	325
Training and Registrations		220451	55501	250
Machinery and Equipment		220451	56401	22,000
Other Current Charges and Obligations		220451	54901	8,893
Fund 129/2013 CDBG Housing:				
Regular Salaries and Wages		220452	51201	10,038
FICA Taxes		220452	52101	768
Retirement Contributions		220452	52201	698
Life and Health Insurance		220452	52301	3,000
Workers Compensation		220452	52401	26
Other Grants and Aids		220452	58301	18,995
Total				\$133,942

Detailed Justification:

Required to provide funds for transition of NEFI programs and related staff to Escambia County Community & Environment Department on or about June 1, 2014 (CDBG Program).

[Signature]
OMB Analyst
4/3/14
Budget Manager

[Signature]
4/3/14
Department Director

**Board of County Commissioners
Escambia County
Budget Amendment Request**

**Request Number
137**

Approval Authorities

	<u>Date Rec.</u>	<u>Date Forward</u>	<u>Approved</u>	<u>Disapproved</u>
Department Head				
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From: Fund 147/2013 HOME
Fund/Department

Account Title				Amount
	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	
Fund 147/2013 HOME Administration:				
Other Contractual Services		220450	53401	13,643
Total				\$13,643

Transfer To: Fund 147/2013 HOME
Fund/Department

Account Title				Amount
	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	
Fund 147/2013 HOME Administration:				
Regular Salaries and Wages		220450	51201	9,396
FICA Taxes		220450	52101	719
Retirement Contributions		220450	52201	653
Life and Health Insurance		220450	52301	1,530
Workers Compensation		220450	52401	24
Other Current Charges and Obligations		220450	54901	1,321
Total				\$13,643

Detailed Justification:

Required to provide funds for transition of NEFI programs and related staff to Escambia County Community & Environment Department on or about June 1, 2014 (HOME Program).

OMB Analyst
Q2 4/3/14
Budget Manager

Angie Lopez 4/3/14
Department Director



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5953

County Administrator's Report 12. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Supplemental Budget Amendment #141 - Institute for Human and Machine Cognition (IHMC) Loan Reimbursements

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #141 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #141, Debt Service Fund (203) in the amount of \$1,011,794, to recognize receipts from the Institute of Human and Machine Cognition (IHMC), and to appropriate these funds to make the annual debt service payments on the 2013 Capital Improvement Revenue Note.

BACKGROUND:

On December 5, 2013 the Board borrowed \$12,000,000 to finance certain transportation/drainage projects that were previously funded from the Local Option Sales Tax (LOST). The monies that this freed up in LOST were then loaned to IHMC to refinance one of their outstanding loans and to fund an expansion to their campus. Also on December 5, 2013 the Board approved a promissory note whereby IHMC pledged to repay the funds loaned to them.

This supplemental budget amendment recognizes the monies that will be paid by IHMC and appropriates these funds to repay the 2013 Capital Improvement Revenue Note.

BUDGETARY IMPACT:

This supplemental budget increases the budget of the Debt Service Fund by \$1,011,794 and appropriates the funds for debt service payments.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA #141



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6007

County Administrator's Report 12. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Supplemental Budget Amendment #156 - Residual Funds and Donations for Library Operations

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #156 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #156, Library Fund (113) in the amount of \$695,792, to recognize residual funds from the City of Pensacola for the Library System and also donations from Friends of the Library, and to appropriate these funds into the current year's Budget for library operations and renovations to the main library for a cafe.

BACKGROUND:

Escambia County received residual funds from the City of Pensacola. These funds will be used for library operations. Also, Escambia County received donations from Friends of the Library to be used for renovations to the main library for a cafe. If there are any remaining donations, they will be used for signage and miscellaneous unfinished items at the main library.

BUDGETARY IMPACT:

This amendment will increase Fund 113 by \$695,792. The capital funds will be spent as follows:

- Books - \$50,000
- DVD Repair & Cleaning Machine - \$15,500
- Displays and Shelving - \$15,000
- Recognition Plaques - \$18,000
- Digital Displays - \$34,500
- Signage - \$14,625

The donations from the Friends of the Library will be used to construct a café at the main library.

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# 156

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 received residual funds from the City of Pensacola for Library Operations and also donations from Friends of the Library that were not recognized, and now these 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:

Library Fund Fund Name	113 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Contribution - City of Pensacola	113	337701	581,898
Donations - Friends of the Library	113	366219	113,894
Total			\$695,792

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Professional Services	113/110501	53101	7,500
Other Contractual Services	113/110501	53401	95,000
Travel & Per Diem	113/110501	54001	1,000
Promotional Activities	113/110501	54801	30,000
Improvements other than Buildings	113/110501	56301	14,625
Machinery & Equipment	113/110501	56401	83,000
Books, Pubs, Subs & Library Materials	113/110501	56601	50,000
Reserves	113/110501	59801	300,773
Buildings	113/110504 (new)	56201	100,000
Machinery & Equipment	113/110504 (new)	56401	13,894
Total			\$695,792

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
#156



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6069

County Administrator's Report 12. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Supplemental Budget Amendment #163 - Emergency Solutions Grant - Second Allocation

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #163 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #163, Other Grants and Projects Fund (110) in the amount of \$36,973, and General Fund (001) in the amount of \$2,576, to recognize currently unbudgeted Emergency Solutions Grant funds as awarded by the U.S. Department of Housing and Urban Development (HUD) and appropriate these funds for the Emergency Solutions Grant for homelessness prevention, rapid re-housing services, indirect cost, and administrative cost.

BACKGROUND:

In FY 2013, HUD awarded supplemental grant funding in relation to the conversion from the Emergency Shelter Program to the new Emergency Solutions Program. The funds were not fully expended by Catholic Charities and EscaRosa Coalition on the Homeless (ECOH) in FY 2013 and must be rebudgeted in FY 2014 to allow remaining funds to be expended in support of homelessness prevention and rapid re-housing services. The \$39,549 will be budgeted and expended over the next 6 months for ESG eligible service provided by Catholic Charities, for associated County indirect costs and for remaining ECOH administrative costs. The ESG funds were originally captured in two separate cost centers, but all ESG funds were consolidated into a single cost center in FY 2014.

BUDGETARY IMPACT:

This amendment will increase Fund 110 (ESG) by \$36,973 and Fund 001 by \$2,576.

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# 163

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 received award of Emergency Solutions Grant-Second Allocation (ESG II) funds from the U. S. Department of HUD in FY 13 which must be brought forward into FY 14. This funding must now be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

General Fund	001		
Emergency Solutions Grant - Second Allocation	110		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Emergency Solutions Grant- Second Allocation (ESG II)	110	331907	36,973
Indirect Cost - Other (ESG II)	001	369936	2,576
Total			\$39,549

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Grants & Aids (ESG Svcs./Catholic Charities)	110 / 220561	58301	\$26,742
Other Contractual Services (ECOH Administrative Cost)	110 / 220561	53401	\$7,655
Other Current Charges & Obligations (Indirect Cost)	110 / 220561	54901	\$2,576
Reserves for Operating	001 / 110201	59805	2,576
Total			\$39,549

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
163



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5984

County Administrator's Report 12. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Surplus and Sale of Real Property

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Property Located at 106 Brandon Avenue that Has Escheated to the County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real property located at 106 Brandon Avenue that has escheated to the County:

- A. Authorize the County Attorney to take such necessary actions to evict the occupants of this County-owned property, if they are still occupying the premises;
- B. Declare surplus the Board's real property, Account Number 08-1223-000, Reference Number 50-2S-30-5060-020-006;
- C. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and
- D. Authorize the Chairman to sign all documents related to the sale.

BACKGROUND:

This property escheated to the County in March, 2014. The sale of the parcel will be set at the current value assessed by the Property Appraiser. The County does not have a need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134

IMPLEMENTATION/COORDINATION:

NA

Attachments

106Brandon Avenue backup



Chris Jones
Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

[Back](#)

[Printer Friendly Version](#)

★ [Navigate Mode](#) ● [Account](#) ○ [Reference](#) ★

<p>General Information</p> <p>Reference: 502S305060020006 Account: 081223000 Owners: GOODALE ROBERT Mail: 106 BRANDON AVE PENSACOLA, FL 32507 Situs: 106 BRANDON AVE 32507 Use Code: SINGLE FAMILY RESID </p> <p>Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>2013 Certified Roll Assessment</p> <p>Improvements: \$34,356 Land: \$9,500</p> <hr/> <p>Total: \$43,856 <i>Save Our Homes:</i> \$43,856</p> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p>
---	--

<p>Sales Data</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>12/2002</td> <td>5041</td> <td>1029</td> <td>\$19,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>08/1998</td> <td>4298</td> <td>1170</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>04/1998</td> <td>4241</td> <td>1071</td> <td>\$11,500</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1967</td> <td>357</td> <td>736</td> <td>\$9,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <p><small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small></p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	12/2002	5041	1029	\$19,000	WD	View Instr	08/1998	4298	1170	\$100	WD	View Instr	04/1998	4241	1071	\$11,500	WD	View Instr	01/1967	357	736	\$9,000	WD	View Instr	<p>2013 Certified Roll Exemptions HOMESTEAD EXEMPTION</p> <p>Legal Description </p> <p>LT 20 BLK 6 CORRY S/D PB 1 P 55 SEC 50/51 T 2S R 30 OR 5041 P 1029...</p> <p>Extra Features UTILITY BLDG</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																										
12/2002	5041	1029	\$19,000	WD	View Instr																										
08/1998	4298	1170	\$100	WD	View Instr																										
04/1998	4241	1071	\$11,500	WD	View Instr																										
01/1967	357	736	\$9,000	WD	View Instr																										

Parcel Information [Launch Interactive Map](#)

Section Map Id: CA207

Approx. Acreage: 0.1500

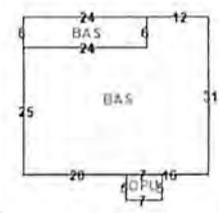
Zoned: R-2

Evacuation & Flood Information
[Open Report](#)

Buildings
<p>Building 1 - Address: 106 BRANDON AVE, Year Built: 1955, Effective Year: 1965</p> <p>Structural Elements FOUNDATION-WOOD/SUB FLOOR EXTERIOR WALL-VINYL SIDING NO. PLUMBING FIXTURES-3.00 DWELLING UNITS-1.00 ROOF FRAMING-GABLE ROOF COVER-COMPOSITION SHG INTERIOR WALL-DRYWALL-PLASTER</p>

FLOOR COVER-HARDWOOD/PARQET
NO. STORIES-1.00
DECOR/MILLWORK-AVERAGE
HEAT/AIR-CENTRAL H/AC
STRUCTURAL FRAME-WOOD FRAME

 Areas - 1151 Total SF
BASE AREA - 1116
OPEN PORCH UNF - 35



Images



5/12/10



4/11/03

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Escambia County Property Appraiser
502S305060020006 - Full Legal Description

LT 20 BLK 6 CORRY S/D PB 1 P 55 SEC 50/51 T 2S R 30 OR 5041 P 1029 CA 207



Chris Jones - Escambia County Property Appraiser

CA 217

MINDORO CIR

CA 206

BRANDON AVE

CA 207

295

N NAVY BLVD

DRUID DR

CA 208

45m

100ft



**DEED
ESCHEATED**

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

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

WHEREAS, Tax Certification No. 03956 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 7th day of March, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

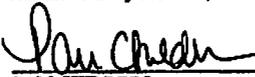
LT 20 BLK 6 CORRY S/D PB 1 P 55 SEC 50/51 T 2S R 30 OR 5041 P 1029 CA 207

SECTION 50, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 502S305060020006
TAX ACCOUNT NUMBER 081223600

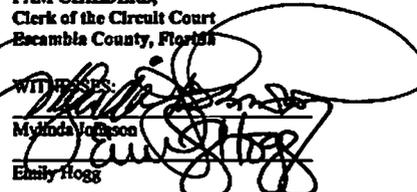
** Property previously assessed to: ROBERT GOODALE

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 13th day of March, 2014.


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

WITNESSES:

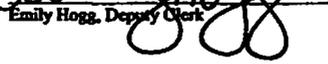

Mylinda Johnson
Emily Hogg



State of Florida
County of Escambia

Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 13th day of March, 2014.


Pam Childers, Clerk of the Circuit Court

Emily Hogg, Deputy Clerk





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6009

County Administrator's Report 12. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Foreclose on Property Located at 305 Godwin Street

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Foreclosure on Property Located at 305 Godwin Street - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize foreclosure, based on the 2007 Code Enforcement Lien, in the amount of \$81,709.50, recorded in Official Records Book 6145, at Page 1928, of the Public Records of Escambia County, Florida, on real property located at 305 Godwin Street, Account Number 06-3891-000, Reference Number 33-2S-30-3204-000-001, with the current assessed value of \$40,019.

During the October 3, 2013, Board Meeting, a request by Greenspoon Marder, PA, to forgive the Code Enforcement Lien was denied and the direction to proceed with foreclosure was given by the Board of County Commissioners. In November 2013, a new address (from 301 Godwin Street to 305 Godwin Street) was assigned to the parcel due to a Legal request for an address using the Reference Number 33-2S-30-3204-000-001 and research performed by Escambia County's Geographic Information Systems (GIS) Division.

In September 1997, the Escambia County Board of County Commissioners adopted the Brownsville Redevelopment Plan. As part of the Plan, in Section VIII, Plan Implementation, (5) Housing Construction, "Through its Neighborhood Restoration Program (NRP), the Community Redevelopment Agency (CRA) will identify vacant residential parcels suitable for in-fill construction and work with the property owners to remove barriers to selling, donating, or developing the property, so that more lots can become available to private developers and non-profits such as Habitat for Humanity, Community Equity Investments, Inc., and AMR Pensacola for building more affordable housing." CRA has identified this property as a candidate for the Neighborhood Restoration Program by virtue of habitual code violations. This parcel will be part of the general assemblage of chronic derelict properties that are being acquired to be redeveloped as affordable housing.

BACKGROUND:

The 2007 Code Enforcement violation consisted of overgrowth, trash, debris, nuisance conditions and an unsafe mobile home on real property located at 305 Godwin Street, Account Number 06-3891-000, Reference Number 33-2S-30-3204-000-001, with the current assessed value of \$40,019. During the October 3, 2013 Board Meeting, a request by Greenspoon Marder, PA, to forgive the Code Enforcement Lien was denied and the direction to proceed with foreclosure was given by the Board of County Commissioners. Late in 2013, a legal request for an address using the reference number 33-2S-30-3204-000-001 was received by the County's GIS Department. A new address [from 301 Godwin to 305 Godwin Street], was assigned to the parcel due to the County's GIS research.

The Community Redevelopment Agency (CRA) has identified this property as a candidate for the Neighborhood Restoration Program (NRP) by virtue of the habitual code violations. This parcel will be part of the general assemblage of chronic derelict properties that are being acquired to be redeveloped as affordable housing.

BUDGETARY IMPACT:

This property will be used by the Community Redevelopment Agency (CRA) as a candidate for the Neighborhood Restoration Program.

LEGAL CONSIDERATIONS/SIGN-OFF:

If the Board authorizes the foreclosure, the County Attorney's Office anticipates that the foreclosure action will be referred to a foreclosure attorney.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This action is in compliance with the Code Enforcement/Nuisance Abatement Lien Collection Policy approved by the Board on July 10, 2008 and the Brownsville Redevelopment Plan approved in September 1997.

IMPLEMENTATION/COORDINATION:

Community Redevelopment Agency

Attachments

Foreclose 305 Godwin for CRA backup



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](#)

<p>General Information</p> <p>Reference: 332S303204000001 Account: 063891000 Owners: WACHOVIA AS CUST/TTEE FOR PLYMOUTH PARK TAX SERVICES Mail: PO BOX 2288 MORRISTOWN, NJ 07962 Situs: 305 GODWIN ST 19 32505 Use Code: VACANT RESIDENTIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window <small>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</small></p>	<p>2013 Certified Roll Assessment</p> <p>Improvements: \$0 Land: \$40,019 Total: \$40,019 <u>Save Our Homes:</u> \$0</p> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p>																																				
<p>Sales Data</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>12/21/2011</td> <td>6801</td> <td>925</td> <td>\$16,900</td> <td>TD</td> <td>View Instr</td> </tr> <tr> <td>12/1999</td> <td>4508</td> <td>1736</td> <td>\$165,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>12/1996</td> <td>4087</td> <td>1339</td> <td>\$125,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>05/1990</td> <td>2860</td> <td>78</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>03/1990</td> <td>2860</td> <td>79</td> <td>\$110,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <p><small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small></p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	12/21/2011	6801	925	\$16,900	TD	View Instr	12/1999	4508	1736	\$165,000	WD	View Instr	12/1996	4087	1339	\$125,000	WD	View Instr	05/1990	2860	78	\$100	WD	View Instr	03/1990	2860	79	\$110,000	WD	View Instr	<p>2013 Certified Roll Exemptions</p> <p>None</p> <hr/> <p>Legal Description </p> <p>BEG AT INTER OF E LI OF GOVT LT 3 & S R/W LI OF JACKSON ST S 88 DEG 35 MIN 35 SEC E ALG S R/W LI OF...</p> <hr/> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																																
12/21/2011	6801	925	\$16,900	TD	View Instr																																
12/1999	4508	1736	\$165,000	WD	View Instr																																
12/1996	4087	1339	\$125,000	WD	View Instr																																
05/1990	2860	78	\$100	WD	View Instr																																
03/1990	2860	79	\$110,000	WD	View Instr																																

Parcel Information [Launch Interactive Map](#)

Section Map Id:
CA145

Approx. Acreage:
3.3700

Zoned:
R-2
R-3

Evacuation & Flood Information
[Open Report](#)

Buildings
Images
None

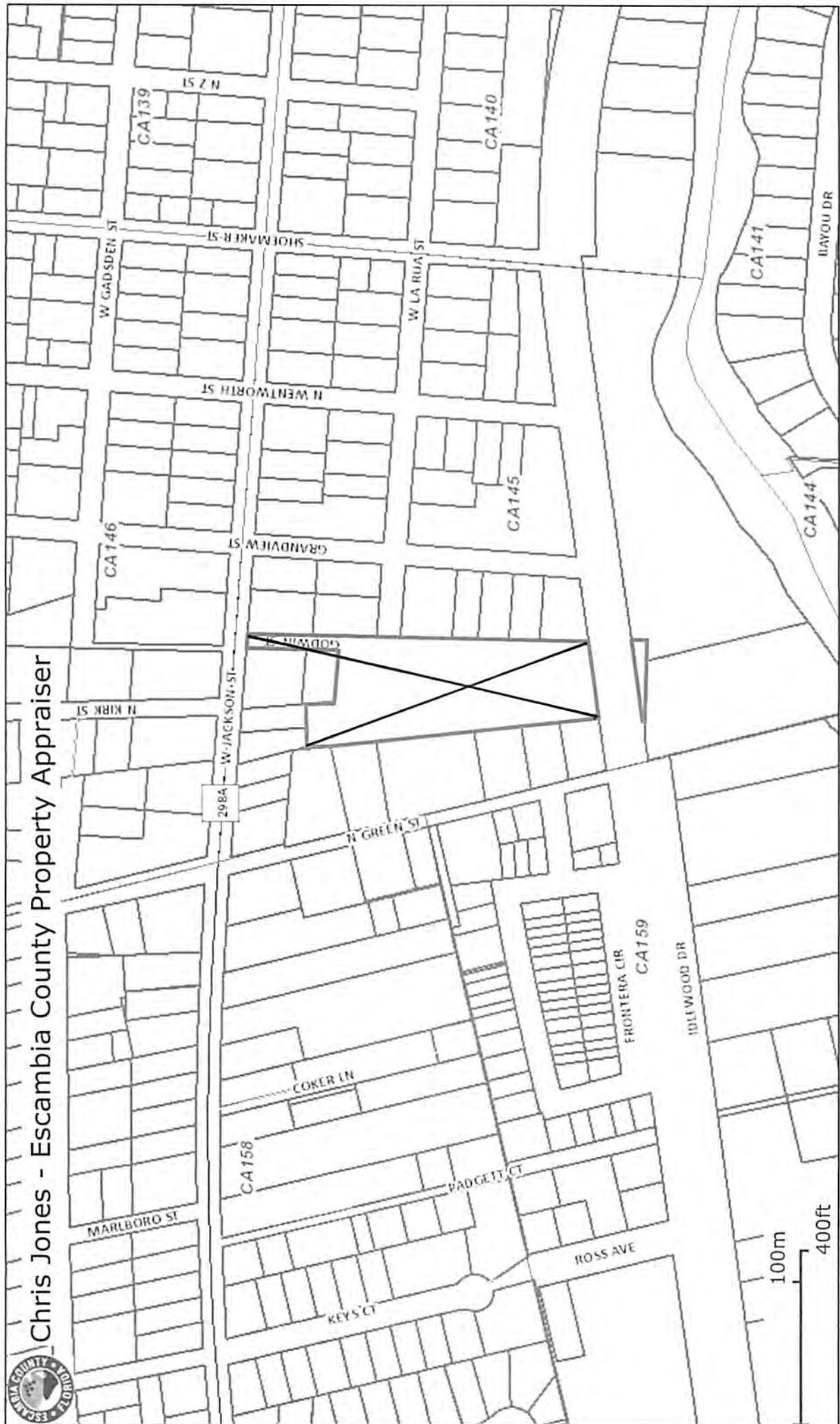
The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Property Appraiser
332S303204000001 - Full Legal Description

BEG AT INTER OF E LI OF GOVT LT 3 & S R/W LI OF JACKSON ST S 88 DEG 35 MIN 35 SEC E ALG S R/W LI OF JACKSON ST 13 FT FOR POB S 1 DEG 22 MIN 53 SEC E & PARL WITH E LI OF SD GOVT LT 3 215 FT N 88 DEG 23 MIN 11 SEC W 126 61/100 FT N 5 DEG 6 MIN 9 SEC W 63 32/100 FT S 85 DEG 43 MIN 42 SEC W 97 87/100 FT TO W LI OF E 1/2 OF SD GOVT LT 3 S 9 DEG 8 MIN 47 SEC E ALG W LI OF SD E 1/2 790 42/100 FT TO S LI OF SD SEC N 88 DEG 29 MIN 11 SEC E ALG S LI OF SD SEC 109 50/100 FT TO SE COR OF SD GOVT LT 3 CONT N 88 DEG 29 MIN 11 SEC E ALG SAME COURSE 45 75/100 FT N 1 DEG 11 MIN 53 SEC W & PARL WITH E LI OF SD GOVT LT 3 (ALSO BEING W LI OF BLKS 3 4 & 5 MULWORTH 1ST ADDN PB 2 P 31) 931 40/100 FT ON S R/W LI OF JACKSON ST N 88 DEG 35 MIN 35 SEC E & ALG S R/W LI 32 80/100 FT TO POB LESS RR R/W LESS BEG AT INTER OF E LI OF GOVT LT 3 & S R/W LI OF JACKSON ST SLY ALG E LI OF SD LT 3 155 FT FOR POB W & PARL WITH S R/W LI OF JACKSON ST 100 FT SLY & PARL WITH E LI OF SD LT 3 60 FT E & PARL WITH S R/W LI OF JACKSON ST 100 FT TO E LI OF SD LT 3 NLY ALG SD E LI 60 FT TO POB OR 6801 P 925 CA 145



Chris Jones - Escambia County Property Appraiser



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

8. Written Communication – 301 Godwin Street ▶

Motion made by Commissioner Robertson, seconded by Commissioner Barry, and carried unanimously, approving to not forgive the Liens, and to proceed with foreclosure, relative to the September 3, 2013, email communication from Chad J. Tamaroff, Greenspoon Marder, P.A., requesting the Board forgive a Code Enforcement Lien attached to property located at 301 Godwin Street.

Speaker(s):

Edmund O. Loos III

9. Proof of Publication ▶

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, waiving the reading of the legal advertisement(s) and accepting, 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*, as follows:

A. The following eight Public Hearings on the agenda:

- (1) The 5:31 p.m. Public Hearing, advertised in The Escambia Sun-Press, LLC, on September 19, 2013, for consideration of Petition to Vacate an unnamed Right-of-Way in the Pensacola Home Orchards Subdivision, as petitioned by Southern District of the Christian and Missionary Alliance, Inc.;
- (2) The 5:32 p.m. TEFRA Public Hearing, advertised in the Pensacola News Journal on September 19, 2013, concerning Industrial Development Revenue Note (Florida IHMC Project), Series 2013;
- (3) The 5:45 p.m. Public Hearing, advertised in the Pensacola News Journal on August 23, 2013, for consideration of adopting an Ordinance amending the Official Zoning Map;

(Continued on Page 6)

Brownsville Redevelopment Plan

VIII. PLAN IMPLEMENTATION

1. Neighborhood Organization/Corporation

The Brownsville Revitalization Committee will play a major role in the implementation of this plan, especially as it goes forward with acquiring 501 (c) 4 non-profit corporation status. With representation from the diversity of neighborhoods, it will provide an ongoing forum for public input and encouragement of individual and group efforts to carry out the plan. The newly emerging Brownsville Business District group focused on commercial issues and solutions also will play a major role in implementing the plan.

2. Other Staffing

The Chief of the CRA will be responsible for overseeing the implementation of this Redevelopment Plan. Neighborhood and Environmental Services/CRA staff, Planning and Engineering, Parks and Recreation, and Solid Waste Management (SWM) Departments, Environmental Enforcement Division of SWM, various other County departments or divisions, and Neighborhood Enterprise Foundation, Inc. will play a key role in the implementation of this plan.

3. Code Enforcement and Housing Rehabilitation

As outlined in earlier chapters, an important element of this redevelopment program is a systematic enforcement of all relevant codes, including those dealing with dilapidated structures, deteriorated housing, weeds and litter, zoning, signs, abandoned vehicles, etc. Yard debris and deferred home and building maintenance are among the most obvious and widespread problems in the Brownsville area. The CRA will support the establishment of a Neighborhood Scout Program and a minimum housing standards code.

4. Housing Rehabilitation and Commercial Reinvestment Financing

A variety of funding sources will continue to provide an array of mechanisms to assist in rehabilitation and reinvestment activities. This will include Community Development Block Grant funds, State housing assistance funds, and tax increment financing fund (TIF) resources. Of particular importance will be a housing rehabilitation loan pool with low interest rates geared to assist low and moderate-income homeowners in bringing their houses up to code. The Chief of the CRA will work with the Neighborhood Enterprise Foundation, Inc. to implement these programs.

In addition to targeted bank financing, the principal commercial revitalization incentives will be:

- Brownfields financial assistance, loans, tax and other incentives
- Commercial Façade and Streetscape matching grants
- Community Enterprise Investments, Inc. low interest small business loans
- HUBZone (Historically Underutilized Business Zone) eligibility for preference in contracting with the federal government
- Public improvements including sidewalks, public parking, street resurfacing, streetscaping and beautification, expansion of sewer, etc.
- A host of State Enterprise Zone tax incentives

5. Housing Construction

Through its Neighborhood Restoration Program, the CRA will identify vacant residential parcels suitable for in-fill construction and work with property owners to remove barriers to selling, donating or developing the property so that more lots can become available to private developers and non-profits such as Habitat for Humanity, Community Equity Investments, Inc., and AMR Pensacola for building more affordable housing.

6. Zoning

The CRA will work with the Planning and Engineering Department to review the Land Development Code for impediments to redevelopment and propose modifications as appropriate. No rezoning is recommended except in truly unique circumstances.

7. Tax Increment Financing and TIF Area

- The TIF area for Brownsville has been based on the legal description in the original redevelopment plan. This updated plan expands the boundaries for the first time, which should result in an increase in TIF funding but will also necessitate increased spending to address issues in a larger area.
- TIF funds have financed annual energy costs for streetlights, the Mobile Highway Corridor Study by Hunter Interests, Inc. assessing the market feasibility of building a commercial retail center, the creation of the Brownsville Business District Design Guidelines Manual, publication of The Brownsville Bugle for 5 years, a matching portion of the Brownsville Historic Site Survey of a 55 block area in county and city sides of Brownsville, and some operating budget costs for the CRA in FY 2002/03.
- The FY 2003 Brownsville TIF, including the expansion area, added some \$191,100 to the fund. Each year the amount added to the fund should increase.



THE COUNTY OF ESCAMBIA
PENSACOLA, FLORIDA

**Development Services
Department**

Geographic Information Systems
Addressing Office
Phone (850) 595-3458
Fax (850) 595-3482
E-mail: rick_geiberger@co.escambia.fl.us

Horace Jones
Interim Director

Rick Geiberger
Address Coordinator
Escambia County
Florida

November 1, 2013

To whom it may concern:

Please be advised that the new official address issued to parcel identification number 33-2S-30-3204-000-001 is **305 Godwin St.** Please update any records to the correct address. You may call me at 850-595-3458 should you have any questions regarding the address.

Thank You,

RICK GEIBERGER

GIS Technician, Escambia County, Florida

Dianne D. Taylor

From: Rick G Geiberger
Sent: Wednesday, April 02, 2014 4:24 PM
To: Dianne D. Taylor
Subject: RE: 301 or 305 Godwin St
Attachments: Rick Geiberger.vcf; 305 Godwin St.docx

Hello Diane,

Dairyale Abrehamy an Attorney I believe from south Florida requested an address late last year for this particular piece of property, property reference #33-2S-30-3204-000-001. A new address 305 Godwin Street was assigned at that time because the parcel adjacent to the north property reference #33-2S-30-3205-000-000 was addressed as 301 Godwin Street an existing residence built around 1935. It appears the 305 Godwin Street formerly 301 was an old Mobile Home Park known as Andersons Mobile Home Park with approximately 19 vacant lots for trailer sites. Mr. Abrehamy can be reached at 954.343.6971 or his email; daniel.abrahamy@gmlaw.com. See attached official address letter which was also emailed to the attorney.

Hope this was helpful.

-----Original Message-----

From: Dianne D. Taylor
Sent: Wednesday, April 02, 2014 3:40 PM
To: Rick G Geiberger
Cc: Shannon D Pugh
Subject: FW: 301 or 305 Godwin St

Thank you Rick. I appreciate your quick response on this matter. Please send me documentation on how and why this address was changed. Let me know if you have any questions. Have a terrific Wed.

Dianne Taylor
Management & Budget Services Department
Property Program Coordinator
221 Palafox Place
Pensacola, FL 32502
Voice: 850-595-4996
Email: ddtaylor@myescambia.com

-----Original Message-----

From: Susan Smith [<mailto:ssmith@escpa.org>]
Sent: Wednesday, April 02, 2014 11:49 AM
To: Dianne D. Taylor
Subject: RE: 301 or 305 Godwin St

Dianne,

Our office was sent an email from Shannon Pugh, GIS Analyst for Escambia County, on 3-21-14 to correct the site address from 301 Godwin St to 305 Godwin St which we did on 3-21-14. If you need anything else just let me know.

Susan P. Smith, CFE
Director of Administrative Services

Escambia County Property Appraiser
Phone: (850) 434-2735
Fax: (850) 434-2162

-----Original Message-----

From: Dianne D. Taylor [<mailto:ddtaylor@co.escambia.fl.us>]
Sent: Friday, March 28, 2014 10:52 AM
To: ssmith@escpa.org
Subject: 301 or 305 Godwin St
Importance: High

Good Morning Susan,

I am working on Acct #063891000/Wachovia as Cust/Ttee for Plymouth Park Tax Services which earlier in the year, the address was 301 Godwin but now it is 305 Godwin [See attachment for documentation]. 301 now belongs to the Smiths. Could you please educate me on what happened with the address changes. I realize the properties are adjacent.

Thanks and have a fabulous Friday.

Dianne Taylor
Management & Budget Services Department
Property Program Coordinator
221 Palafox Place
Pensacola, FL 32502
Voice: 850-595-4996
Email: ddtaylor@myescambia.com

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

*old 301
Godwin*

Source: Escambia County Property Appraiser
 * Navigate Mode * Account * Reference

[Restore Full Page Version](#)

<p>General Information Reference: 3325303204000001 Account: 063891000 <i>Xexpand</i> Owners: WACHOVIA AS CUST/TTEE FOR PLYMOUTH PARK TAX SERVICES Mail: PO BOX 2288 MORRISTOWN, NJ 07962 Situs: <u>301 GODWIN ST 19 32505</u> 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</p>	<p>2013 Certified Roll Assessment Improvements: \$0 Land: \$40,019 <hr/> Total: \$40,019 Save Our Homes: \$0 <p style="text-align: center;"><u>Disclaimer</u></p> <hr/> <p style="text-align: center;"><u>Amendment 1/Portability Calculations</u></p> </p>																																				
<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>12/21/2011</td> <td>6801</td> <td>925</td> <td>\$16,900</td> <td>TD</td> <td>View Instr</td> </tr> <tr> <td>12/1999</td> <td>4508</td> <td>1736</td> <td>\$165,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>12/1996</td> <td>4087</td> <td>1339</td> <td>\$125,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>05/1990</td> <td>2860</td> <td>78</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>03/1990</td> <td>2860</td> <td>79</td> <td>\$110,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	12/21/2011	6801	925	\$16,900	TD	View Instr	12/1999	4508	1736	\$165,000	WD	View Instr	12/1996	4087	1339	\$125,000	WD	View Instr	05/1990	2860	78	\$100	WD	View Instr	03/1990	2860	79	\$110,000	WD	View Instr	<p>2013 Certified Roll Exemptions None</p> <hr/> <p>Legal Description BEG AT INTER OF E LI OF GOVT LT 3 & S R/W LI OF JACKSON ST S 88 DEG 35 MIN 35 SEC E ALG S R/W LI OF...</p> <hr/> <p>Extra Features None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																																
12/21/2011	6801	925	\$16,900	TD	View Instr																																
12/1999	4508	1736	\$165,000	WD	View Instr																																
12/1996	4087	1339	\$125,000	WD	View Instr																																
05/1990	2860	78	\$100	WD	View Instr																																
03/1990	2860	79	\$110,000	WD	View Instr																																

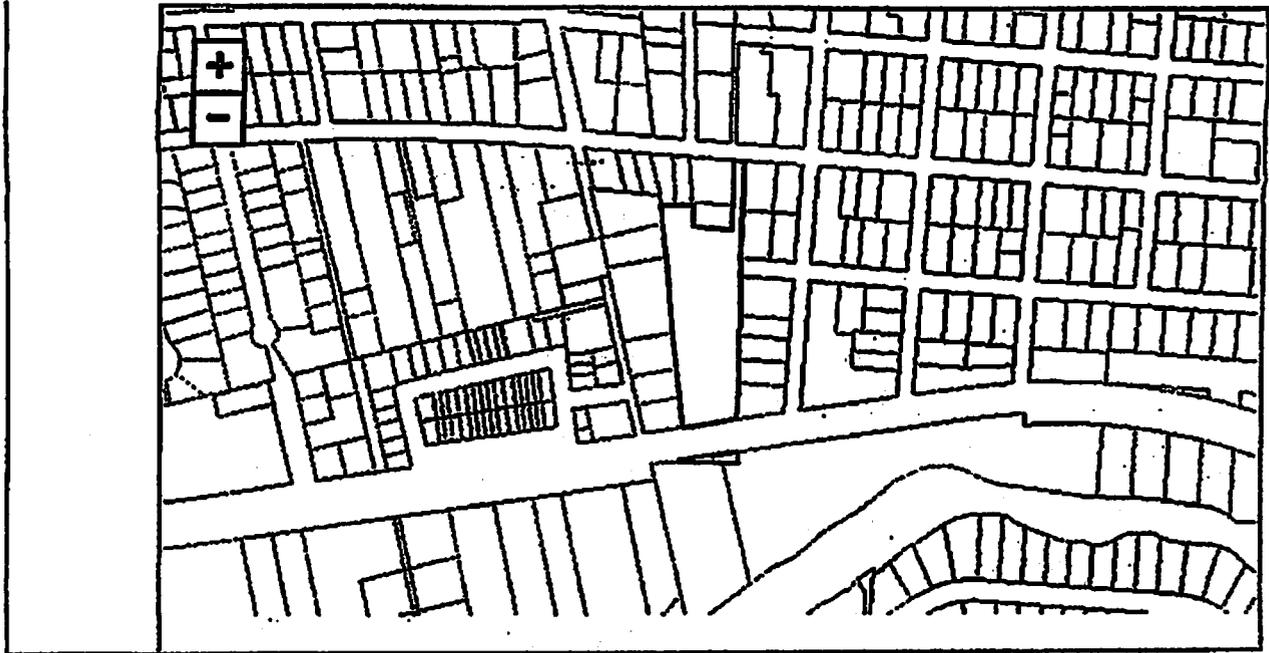
Parcel Information

Section Map Id: CA145

Approx. Acreage: 3.3700

Zoned: R-2
R-3

Evacuation & Flood Information
[Open Report](#)



Buildings
Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



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

CODE ENFORCEMENT LIEN PAYOFF

OFFICIAL RECORDS
 P.O. Box 333
 Pensacola, FL 32591-0333
 Check payable to Ernie Lee Magaha,
 Clerk Of The Circuit Court

Escambia County Governmental Complex
 221 Palafox Place, Suite 110
 Pensacola, FL 32501-5844
 850-595-3930
 FAX 850-595-4827

Official Records Book: Page:

Start Date Court Cost

Reimbursement Recording Fee Order Reimbursement Recording Fee Lien

Amended Order Copies Certified Abatement Costs

Fine Per Day Date Of Payoff

Fine Per Day	Number Of Days Accrued	Accumulated Fine	Court Cost	Reimbursement Of Costs	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Costs	Total Due
\$250.00	322	\$80,500.00	\$1,100.00	\$85.50	\$10.00	\$7.00	\$7.00	\$0.00	\$81,709.50

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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: CE 07-04-0500
Location: 301 Godwin
Units # 1-41
PR# PR# 332S30-3204-000-001

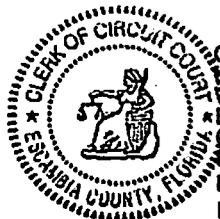
Conquest Investments INC
Wayne R. Briske, President & Agent
8931 Scenic Hills Drive
Pensacola, Florida 32514

AMENDED 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,

Conquest Investments Inc. 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 CONTINUES UNABATED, AS IF
FOR THE REMOVAL OF TENANTS AS FOLLOWS IN MY ORDER OF
5/16/07

has occurred and continues.



Certified to be a true copy
the original on file in this office
witness my hand and official seal
ERNEE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: [Signature]
Date 5-16-07

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: Cargus Investments Inc. shall have until 5/17/07, 2007 to correct the violation and to bring the violation

into compliance. Corrective action shall include: ALL corrective action set forth in my order of May 15th, 2007; Additionally I find that Cargus Investments, Inc. is in violation of County Ordinance No. 40 P.A. 54. 162.06 (serious threat to public health, welfare, safety...); That the County may

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 250⁰⁰ per day, commencing 5/15/07, 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 Cargus Investments, Inc.

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

MAKE ALL REASONABLE EFFORTS TO BRING THE PROPERTY INTO COMPLIANCE PURSUANT TO §162.09 AND ALL PARTS OF COUNTY ORDINANCE AND THAT I HAVE EXPLICITLY CONSIDERED THE FACTORS ENUMERATED IN FLA STAT. (162.09(2)(a)(b))

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 10th day of MAY, 2007.


Jim Messer
Special Magistrate
Office of Environmental Enforcement



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6056

County Administrator's Report 12. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Contract Award for PD 13-14.030, Design Services For Detroit Blvd over 8 Mile Creek Bridge No. 484057 and Cove Avenue over 8 Mile Creek Bridge No. 484

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Design Services for Detroit Blvd. Over 8 Mile Creek. Bridge No. 484057 and Cove Avenue Over 8 Mile Creek. Bridge No. 484058 - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the County Administrator to sign the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and Hatch Mott MacDonald Florida, LLC, per the terms and conditions of PD 13-14.030, Design Services For Detroit Blvd over 8 Mile Creek, Bridge No. 484057, and Cove Avenue over 8 Mile Creek, Bridge No. 484058, for a base lump sum amount of \$137,714, as detailed in the Fee Proposal.

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project Number 13EN2188]

BACKGROUND:

Request for Letters of Interest, PD 13-14.030, Design Services For Detroit Blvd. over 8 Mile Creek Bridge No. 484057 and Cove Avenue over 8 Mile Creek Bridge No. 484058, were publicly noticed on Tuesday, February 25, 2014 to 72 known firms. Responses were received from 6 firms on Thursday, March 13, 2014. Hatch Mott MacDonald Florida, LLC was selected based on their qualifications, familiarity with the area, and the fact they are currently providing professional services for PD 12-13.066, Detroit Boulevard Safety Upgrades, {Pine Forest Road (SR297) – Pensacola Boulevard (US29/SR95)}.

BUDGETARY IMPACT:

Fund 352, "LOST III", Cost Center 210107, Object Code 56301, Project Number 13EN2188

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Contract Exhibits

Agreement

Scope of Work

**Exhibit A
Scope of Work**

**Design Services for Detroit Blvd Over 8 Mile Creek, Bridge No. 484057
and Cove Avenue Over 8 Mile Creek, Bridge No. 484058
Solicitation Identification Number PD 13-14.030**

Purpose

The Engineering Division of Escambia County Public Works Bureau requests construction plans be developed for the bridge replacement of Detroit Blvd over 8 Mile Creek Bridge No. 484057 and Cove Avenue over 8 Mile Creek Bridge No. 484058. A&E services shall provide construction plans, permitting, bid documents, bid assistance, and limited project construction oversight. It is the intent of the county to replace the referenced bridges with single span flat slab concrete bridges with Geosynthetically Reinforced Soil (GRS) abutments. The A/E will be responsible for acquiring the certified Boundary and/or Topographic Survey that meets the current Minimum Technical Standards as defined by the applicable Florida Statutes.

Description of Work Activities

The consultants and/or its sub-consultants will perform the following activities in completing the construction plans:

Task 1: Data collection & review, Plan preparation, and Permitting:

- Meet with Public Works Bureau staff for input and coordination.
- Provide any additional Geotechnical Reports on Soil Data (as needed)
- Coordinate with County Surveyor and staff for the collection of surveying data for project.
- Provide 30%, 90%, and final plans for each project phase for review by County.
- Provide for all required regulatory permitting, including permit fee allowances of \$250 for a General Permit or \$420 for an individual permit as required.
- Provide assistance during construction for compliance with the issued regulatory permit.
- Plans should be reproducible to 40 scale 11"x17" and 20 scale 24" X 36" sheets size plans.
- Utility Coordination and Plans-in-hand walk through with Utility companies at all phase submittals.
- Submit cost estimates via pricing agreement (final draft at 90%, Final Pricing Agreement or Bid tab Sheet at 100%).
- Project limits shall extend the maximum of: length required to maintain proper roadway geometry based on new bridge height, limits of the guardrail, or 100 feet from each end of the bridge.

Task 2: Bidding Estimates:

- Prepare all bid documents through bidding process.
- Attend pre-bid meeting with Engineering and Purchasing Departments.
- Respond to all Request for Information and issue any necessary addendums.
- Tabulate bids or pricing agreement totals.

Task 3: Construction Administration & Inspections (Limited Allowance Based upon actual time):

- Consultant will attend a Preconstruction Conference.
- Consultant will prepare as-built certification based upon contractor mark-ups & post construction meetings and inspections.
- Consultant will be available on an as-needed basis during construction to address issues with design or any unforeseen construction issues and as needed to monitor construction and prepare as-built drawings. The County will inspect all construction Improvements. All limited inspections services provided by the consultant shall be established as an allowance.

Scope of Work for Survey Services

Surveying services necessary for the design of the project shall include, but not limited to, the following:

- a. Five certified copies of the Topographical Survey that meets the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.
- b. Minimum of two Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks shall not exceed 1000 feet.
- c. Cross-section data intervals shall not exceed 100 feet. Where possible, topographical data shall exceed the right-of-way width by a minimum of 5 feet to ensure complete DTM coverage of right-of-way.
- d. Road rights-of-way and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist.
- e. Electronic files submitted shall be based on State Plane Coordinates, NAD 83/90, and North Florida Zone.

**Exhibit A
Project Schedule**

**Design Services for Detroit Blvd Over 8 Mile Creek, Bridge No. 484057
and Cove Avenue Over 8 Mile Creek, Bridge No. 484058
Solicitation Identification Number PD 13-14.030**

The proposed design schedule follows the Desired Timelines listed in the Request for Letters of Interest: 1 month for the survey, location of utilities and wetland delineation and 3 months for design from Notice to Proceed. Notice to Proceed for the project should be coordinated with the planned traffic counts on Detroit Blvd.

Activity ID	Activity Name	Original Duration	Total Float	Start	Finish	RESPONSIBLE PARTY
PD 13-14.030						
ESCAMBI A						
Design Services for Detroit Blvd Over 8 Mile Creek, Bridge No. 484057 and Cove Ave Over 8 Mile Creek, Bridge No. 484058						
Design and Survey Services						
--	Notice to Proceed	1		5/28/2014	5/28/2014	Consultant
--	Survey, location of utilities, wetland delineation	30		5/29/2014	6/28/2014	Consultant
--	Roadway and Bridge Design 30% Submittal	28		6/12/2014	7/10/2014	Consultant
--	30% Review	7		7/11/2014	7/18/2014	County
--	Roadway and Bridge Design 90% Submittal	30		7/19/2014	8/18/2014	Consultant
--	90% Review	14		8/19/2014	9/2/2014	County
--	Roadway and Bridge Design Final Submittal	24		9/3/2014	9/27/2014	Consultant

Contract Exhibit "C"

Exhibit B: Staffhour and Fee Estimate
Design Services for Detroit Blvd Over 8 Mile Creek, Bridge No. 484057
Solicitation Identification Number PD 13-14.030
Prepared For: Escambia County Engineering
Prepared By: Hatch Mott MacDonald
April 14, 2014

Description	Projected Manhours														Line Item Sub-Total	Task Sub-Total
	Chief Engineer	Principal Manager	Project Manager	Senior Engineer	Project Engineer	Engineer Intern	Sr. Designer	CADD Tech	Secretary/Clerical	Sr. Surveyor	Surveyor	Survey Tech	3 Person Survey Crew			
	\$212.00	\$182.00	\$169.00	\$149.00	\$114.00	\$77.00	\$100.00	\$81.00	\$63.00	\$163.00	\$101.00	\$78.00	\$171.00			
Task 1: Data collection & review, Plan Preparation, and Permitting																
1.1 Attend 1 Public Meeting (2 combined with Cove)		0	0	0	0	0	0	0	0						\$ -	
1.2 Coordinate with Public Works Department		1	2	2	4										\$ 1,274.00	
1.3 Geotechnical Reports			2											\$ 2,000.00	\$ 2,338.00	
1.4 Coordinate with County Surveyor														\$ 250.00	\$ 250.00	
1.5 Provide 30%, 90%, and Final Plans																
1.5.a Roadway and Drainage	1	2	16	8	16	16	8	40	4						\$ 11,820.00	
1.5.b Bridge Design	1		24	64	76			76	12						\$ 29,380.00	
1.5.c Bridge Hydraulics			2	24				2							\$ 4,076.00	
1.6 Permitting			2	1	2			2						\$ 2,015.00	\$ 2,692.00	
1.7 Utility Coordination				8	8			2							\$ 2,266.00	
1.8 Cost Estimates and Bid Tab				4	4	4									\$ 1,360.00	
Sub-Total	2	3	48	111	110	20	8	122	16	0	0	0	0	\$ 4,265.00	\$ 55,656.00	
Task 2: Bidding Estimates																
2.1 Prepare Bid Documents			1	4	8	8									\$ 2,293.00	
2.2 Attend Pre-Bid Meeting				2	2										\$ 526.00	
2.3 Respond to RFI's and issue Addendums			1	8	8										\$ 2,273.00	
2.4 Tabulate Bids			0	0	4										\$ 456.00	
Sub-Total	0	0	2	14	22	8	0	0	0	0	0	0	0	\$ -	\$ 5,548.00	
Task 3: Construction Administration & Inspections																
3.1 Attend Preconstruction Conference				2	2										\$ 526.00	
3.2 Prepare As-Builts (based on Contractor mark-ups)			1	4	8			16							\$ 2,973.00	
3.3 Construction Inspection and Respond to RFI's				12	16										\$ 3,612.00	
Sub-Total	0	0	1	18	26	0	0	16	0	0	0	0	0	\$ -	\$ 7,111.00	
Survey																
a. Topographical Survey			2											\$ 500.00	\$ 838.00	
b. Benchmarks														\$ 219.00	\$ 219.00	
c. Cross-Sections														\$ 500.00	\$ 500.00	
d. Right of Way														\$ 531.00	\$ 531.00	
Sub-Total	0	0	2	0	0	0	0	0	0	0	0	0	0	\$ 1,750.00	\$ 2,088.00	
Totals	2	3	53	143	158	28	8	138	16	0	0	0	0	\$ 6,015.00	\$ 70,403.00	
Total Fee =														\$70,403.00		
Optional Peer Review														\$ -	\$0.00	
Total with Optional Services =														\$70,403.00		

Contract Exhibit "C"

Exhibit C: Staffhour and Fee Estimate
 Design Services for Cove Avenue Over 8 Mile Creek, Bridge No. 484058
 Solicitation Identification Number PD 13-14.030
 Prepared For: Escambia County Engineering
 Prepared By: Hatch Mott MacDonald
 April 14, 2014

Description	Projected Manhours													Line Item Sub-Total	Task Sub-Total
	Chief Engineer	Principal Manager	Project Manager	Senior Engineer	Project Engineer	Engineer Intern	Sr. Designer	CADD Tech	Secretary/Clerical	Sr. Surveyor	Surveyor	Survey Tech	3 Person Survey Crew		
	\$212.00	\$182.00	\$169.00	\$149.00	\$114.00	\$77.00	\$100.00	\$81.00	\$63.00	\$163.00	\$101.00	\$78.00	\$171.00		
Task 1: Data collection & review, Plan Preparation, and Permitting															
1.1 Attend 1 Public Meeting (2 combined with Cove)			0	0	0	0	0	0							\$ -
1.2 Coordinate with Public Works Department			1	2	2	4									\$ 1,274.00
1.3 Geotechnical Reports				2											\$ 2,338.00
1.4 Coordinate with County Surveyor															\$ 250.00
1.5 Provide 30%, 60%, 90%, and Final Plans															
1.5.a Roadway and Drainage	1	2	12	8	16	16	4	40	4						\$ 10,744.00
1.5.b Bridge Design	1		24	60	60			76	12						\$ 26,960.00
1.5.c Bridge Hydraulics			2	24				2							\$ 4,076.00
1.6 Permitting			2	1	2			2							\$ 2,892.00
1.7 Utility Coordination				4	8			2							\$ 1,670.00
1.8 Cost Estimates and Bid Tab				4	4	4									\$ 1,360.00
Sub-Total	2	3	44	103	94	20	4	122	16	0	0	0	0	\$ 4,265.00	\$ 51,564.00
Task 2: Bidding Estimates															
2.1 Prepare Bid Documents			1	4	8	8									\$ 2,293.00
2.2 Attend Pre-Bid Meeting				2	2										\$ 526.00
2.3 Respond to RFI's and issue Addendums			1	8	8										\$ 2,273.00
2.4 Tabulate Bids			0	0	4										\$ 456.00
Sub-Total	0	0	2	14	22	8	0	0	0	0	0	0	0	\$ -	\$ 5,548.00
Task 3: Construction Administration & Inspections															
3.1 Attend Preconstruction Conference				2	2										\$ 526.00
3.2 Prepare As-Builts (based on Contractor mark-ups)			1	4	8			16							\$ 2,973.00
3.3 Construction Inspection and Respond to RFI				12	16										\$ 3,612.00
Sub-Total	0	0	1	18	26	0	0	16	0	0	0	0	0	\$ -	\$ 7,111.00
Survey															
a. Topographical Survey			2												\$ 750.00
b. Benchmarks															\$ 500.00
c. Cross-Sections															\$ 750.00
d. Right of Way															\$ 750.00
Sub-Total	0	0	2	0	0	0	0	0	0	0	0	0	0	\$ 2,750.00	\$ 3,089.00
Totals	2	3	49	135	142	28	4	138	16	0	0	0	0	\$ 7,015.00	\$ 67,311.00
													Total Fee =	\$67,311.00	
Optional Peer Review													\$ -	\$0.00	
													Total with Optional Services =	\$67,311.00	

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

Hatch Mott MacDonald Florida, LLC

**PD 13-14.030, Design Services for Detroit Blvd over 8 Mile Creek Bridge no.
484057 and Cove Avenue over 8 Mile Creek Bridge No. 484058**

**FORM G: CONSULTING SERVICES FOR STAND-ALONE
PROJECTS**

(Revised July 11, 2013)

TABLE OF CONTENTS

Agreement Declarations		PAGE
ARTICLE 1	Definitions and Identifications	3
ARTICLE 2	Preamble	4
ARTICLE 3	Scope of Services	4
ARTICLE 4	Time for Performance	5
ARTICLE 5	Compensation and Method of Payment	6
ARTICLE 6	Additional Services and Changes in Scope of Services	7
ARTICLE 7	County's Responsibilities	8
ARTICLE 8	Consultant's Responsibilities	8
ARTICLE 9	General Conditions	9

AGREEMENT

THIS AGREEMENT is made and entered into this 29th day of April, 2014, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Hatch Mott MacDonald Florida, LLC, a for-profit corporation authorized to transact business in the State of Florida, whose address is 5111 North 12th Avenue, Pensacola, Florida 32504, and whose Federal tax identification number is 59-1294824 (hereinafter referred to as the "Consultant").

ARTICLE I **DEFINITIONS AND IDENTIFICATIONS**

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 **BOARD OF COUNTY COMMISSIONERS:** The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 **CONSULTANT:** Hatch Mott MacDonald Florida, LLC is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 **CONTRACT ADMINISTRATOR:** Whenever the term "Contract Administrator" is used herein, it is intended to mean Mario Monreal, Engineering Project Coordinator, Public Works/Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 **CONTRACT SERVICES:** The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 **COUNTY:** Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 **LUMP SUM COMPENSATION:** Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 **NOTICE TO PROCEED:** A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 13-14.030, Design Services for Detroit Blvd over 8 Mile Creek Bridge no. 484057 and Cove Avenue over 8 Mile Creek Bridge No. 484058.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 13-14 in the amount of One Hundred Thirty Seven Thousand Seven Hundred and Fourteen Dollars (\$137,714.00) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 13-14.030, Design Services for Detroit Blvd over 8 Mile Creek Bridge no. 484057 and Cove Avenue over 8 Mile Creek Bridge No. 484058, and as represented in the Consultant's Letter of Interest response to PD 13-14.030, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is \$868,014.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 **COMPENSATION:** The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. 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 described in Section 5.3, is to be paid as follows: A lump sum amount of One Hundred Thirty Seven Thousand Seven Hundred and Fourteen Dollars (\$137,714.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 **FEE SCHEDULE:** The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 **DIRECT EXPENSES:** Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

- (a) Transportation expenses in connection with the Project.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

- (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

- (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., as amended.

5.5 NOTICES:

- (a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

- (b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a 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.

- (c) Payments and Notices to the Consultant shall be made to:

Hatch Mott MacDonald Florida, LLC
5111 North 12th Avenue
Pensacola, Florida 32504

- (d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

Mario Monreal
Engineering Project Coordinator
Public Works/Engineering
3363 West Park Place
Pensacola, FL 32501

Larry Newsom
Interim County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 **QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions

as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9 GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant 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, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

- (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, as defined in Section 1.2, 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) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Joe Pillitary, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 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.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 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.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall

result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 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.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 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.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment

eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

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 its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Hatch Mott MacDonald Florida, LLC, signing by and through its Charles Baxley, P.E., Executive Vice President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Larry M. Newsom, Interim County Administrator

Date: _____

BCC Approved: April 29, 2014

CONSULTANT:
Hatch Mott MacDonald Florida, LLC, a Florida Corporation authorized to do business in the State of Florida.

By: _____
Charles Baxley, P.E., Executive Vice President

Date: _____

Witness

Witness

ATTEST: Corporate Secretary

By: _____
Secretary

Scope of Work

Purpose

The Engineering Division of Escambia County Public Works Bureau requests construction plans be developed for the bridge replacement of Detroit Blvd over 8 Mile Creek Bridge No. 484057 and Cove Avenue over 8 Mile Creek Bridge No. 484058. A&E services shall provide construction plans, permitting, public involvement, bid documents, bid assistance, and limited project construction oversight. It is the intent of the county to replace the existing structure with a continuous flat slab concrete bridge with 18" square prestressed piles. The A/E will be responsible for acquiring the certified Boundary and/or Topographic Survey that meets the current Minimum Technical Standards as defined by the applicable Florida Statutes.

Description of Work Activities

The consultants and/or its sub-consultants will perform the following activities in completing the construction plans:

Task 1: Data collection & review, Plan preparation, and Permitting:

- Attend 2 public meetings with residents to receive input from area residents regarding the structure replacement.
- Meet with Public Works Bureau staff for input and coordination.
- Provide any additional Geotechnical Reports on Soil Data (as needed)
- Coordinate with County Surveyor and staff for the collection of surveying data for project.
- Provide 30%, 60%, 90%, and final plans for each project phase for review by County.
- Provide for all required regulatory permitting, including permit fee allowances.
- Plans should be reproducible to 40 scale 11"x17" and 20 scale 24" X 36" sheets size plans.
- Utility Coordination and Plans-in-hand walk through with Utility companies at all phase submittals.
- Submit cost estimates via pricing agreement (preliminary at 60%, final draft at 90%, Final Pricing Agreement or Bid tab Sheet at 100%).

Task 2: Bidding Estimates:

- Prepare all bid documents through bidding process.
- Attend pre-bid meeting with Engineering and Purchasing Departments.
- Respond to all Request for Information and issue any necessary addendums.
- Tabulate bids or pricing agreement totals.

Task 3: Construction Administration & Inspections (Limited Allowance Based upon actual time):

- Consultant will attend a Preconstruction Conference.

- Consultant will prepare as-built certification based upon contractor mark-ups & post construction meetings and inspections.
- Consultant will be available on an as-needed basis during construction to address issues with design or any unforeseen construction issues. and as needed to monitor construction and prepare as-built drawings. The County will inspect all construction Improvements. All limited inspections services provided by the consultant shall be established as an allowance.

Scope of Work for Survey Services

1. Surveying services necessary for the design of the project shall include, but not limited to, the following:
 - a) Five certified copies of the Topographical Survey that meets the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.
 - b) Minimum of two Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks shall not exceed 1000 feet.
 - c) Cross-section data intervals shall not exceed 100 feet. Where possible, topographical data shall exceed the right-of-way width by a minimum of 5 feet to ensure complete DTM coverage of right-of-way.
 - d) Road rights-of-way and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist.
 - e) Electronic files submitted shall be based on State Plane Coordinates, NAD 83/90, and North Florida Zone.

BRIDGE REPLACEMENT SCOPE

Detroit Blvd over 8 Mile Creek

Bridge No. 484057

(30.5191N, 87.2890W)



Escambia County, Florida

Public Works Department

Engineering Division

November 2013

TABLE OF CONTENTS

Item	Pages
Project Description and Location Information	3-6
Recommended Replacement Structure	6-7
Preliminary Cost Estimates	8
GSA Codes and Firms' Evaluations and Selection	8-9
Site Photos	10-14
Preliminary Bridge Plan and Elevation	15
Preliminary Estimate of Probable Cost	16
FEMA Map	17
Sufficiency Rating with 32 feet between barriers	18
Appendix – Preliminary Geotechnical Report	19

Project Description

The proposed project consists of replacing the existing timber bridge on Detroit Blvd over 8 Mile Creek, Bridge No. 484057. This bridge is currently ranked number 14 on the County's Bridge Prioritization List and is functionally obsolete. It has a Sufficiency Rating of 31.8 and a County Priority Rating of -8.52. Although Detroit Blvd carries a low volume of traffic based on FDOT standards, the traffic volume is relatively high compared to typical County bridges. The posted weight limit of 14 tons prevents many emergency vehicles from using this road which increases response times. The weight limit is also a problem for buses and commercial vehicles. The existing bridge has the following characteristics:

1. Bridge Length: 17.25'
2. Bridge Width: 25.42'
3. Number of Spans: 1
4. Superstructure: Concrete Deck on Timber Beams
5. Substructure: Concrete Abutment/Walls (Timber Piles Unknown)
6. Abutments: Concrete wall and Wing walls
7. Posted: 14 tons (maximum capacity)
8. Number of Lanes: 2
9. Width Between Curbs: 23.42'
10. Approach Roadway Width: 20.00'
11. Posted Speed Limit: 40 mph
12. Detour Length: 3 miles
13. Recent ADT: 5172
14. Future ADT: 5692
15. Truck Percentage: 10

Project Location

Detroit Blvd over 8 Mile Creek is located in Escambia County District 3 northwest of the intersection of I-10 and US 29. It is located at coordinates 30.5191N, 87.2890W (T1S R30W SEC23). The project limits will extend to the ends of the guardrail or as required to raise the roadway, approximately 100 feet north and south of the bridge. The overall project length is approximately 0.044 miles. The location of the project is shown on the Project Location Map.

Detroit Blvd Over 8 Mile Creek Bridge No. 484057



Project Location Map

Utilities

Table 1 indicates the utilities found at the project site. Utilities and locations will be confirmed and coordinated during the bridge design process. The geotechnical 811 one-call ticket number is 116307293.

Table 1

Utility	Location (Approximate)
Overhead Electrical	North side 24' from centerline roadway.
Overhead Communication Lines	North side 24' from centerline roadway, South side 19' from centerline roadway.
Buried Gas	South side 14' from centerline roadway.
Water	North side 12' to 18' from centerline roadway.
Force Main (sewer)	North side 19' to 26' from centerline roadway.
Buried FOC	North side 20' from centerline roadway.
Stormwater Pipe	Southeast side adjacent to bridge/roadway, 48" diameter pipe.

Driveways

Although the project is located in a residential area, there are no driveways located within 100 feet from the ends of the bridge. The center of the Detroit Blvd and Cove Ave intersection is located approximately 215 feet east of the centerline of the bridge.

Right of Way

The Escambia County Property Appraiser shows a 50 foot right of way (R/W) along Detroit Blvd. The proposed bridge section will fit within the existing R/W, but construction will require activities outside of the R/W. Relocating the stormwater pipe and utilities will require more R/W unless a unique abutment wall system is utilized. For preliminary cost estimates, R/W purchase is anticipated for this project.

Geotechnical

A preliminary geotechnical exploration for the proposed bridge replacement has been performed by Larry Jacobs and Associates (LMJ File # 13-139), dated June 5, 2013. The exploration included two soil borings as described in the attached report. The borings encountered very loose soil conditions from 3 to 13 feet below existing grade which will require undercutting and/or choking methods of soil improvement to form an acceptable bearing surface for the proposed GRS foundations. The need for dewatering and temporary sheet piles should be anticipated.

Hydraulics

The bridge is located in a FEMA AE flood zone. Local residents have stated that there are no flooding problems at this bridge location. Perform a hydraulic analysis to confirm that the proposed bridge geometry provides adequate hydraulic opening for a 25 year design storm without increasing current backwater elevations. Channel long-term scour will be calculated for 100-year and 500-year storms.

Bridge deck drainage can utilize scuppers and/or drain to ends. Shallow open roadway ditches that drain to Bridge Creek are located on each side of the bridge. There is also a 48" diameter stormwater pipe discharging into the creek on the southeast side.

Permitting

Wetland impacts are unavoidable and the wetland limits have been field located by Wetland Sciences. The project will fall under the requirements for the Noticed General Environmental Resource Permit and will not require an individual permit.

Recommended Replacement Structure

The recommended replacement bridge is a 34'-0" long, 35'-1" wide single span precast concrete bridge supported by Geosynthetically Reinforced Soil (GRS) abutments.

Design Criteria

General Specifications: Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, (Current Edition) and supplements as amended.

Design Specifications:

- American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications (Current Edition) and approved interims as specified in the FDOT Structures Design Guidelines.
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook), Current Edition.
- Geosynthetic Reinforced Soil Integrated Bridge System Implementation Guide, FHWA_HRT-11-026, (Current Edition), as amended by the FDOT Design Guidelines.

Bridge Geometry

The existing approach roadway contains 10'-0" travel lanes. No pedestrian or bicycle traffic has been observed using this bridge. Based on the design ADT = 5,692 vehicle per day, the Florida Greenbook requires a minimum 11'-0" travel lane width. Using the same design traffic volume, a roadway width of 32'-0" between barriers is required to avoid a reduction in the bridge sufficiency rating (SR). These two criteria requires a minimum of 2~11'-0" travel lanes along with 5'-0" shoulders between the bridge barriers producing an overall minimum bridge width of

35'-1". Raise the bridge deck surface using the maximum allowable change in grade without using a vertical curve according to Table 3-5 in the Florida Greenbook. Increase the elevation to allow future bridge widening to use standard 12'-0" travel lanes and 6'-0" shoulders for an overall bridge width of 39'-1" without violating the minimum required vertical clearance above the channel. The minimum bridge width is recommended in this report due to the number of utilities, R/W costs, and the minor impact that widening or replacing this bridge would have on the overall project costs for widening Detroit Blvd. The recommended replacement bridge length is 34'-0" to allow construction of the abutments adjacent to the channel. The cross-section will have a 2% slope each side of centerline. Use a 45 mph design speed.

Superstructure

The superstructure will utilize 12" deep multi-beam prestressed concrete flat slab units, post-tensioned transversely. The slab unit thickness will be increased above 12" and the top cover increased as required to accommodate deck planning following post-tensioning and keyway grouting to form a smooth riding surface. The concrete barriers will be precast with the exterior slab units to accelerated construction.

Substructure

The substructure will utilize GRS abutments with high strength block or proprietary precast concrete segmental wall units. Temporary sheet piles and dewatering will be required to construct the abutments. As part of the design process and R/W purchase study, consideration will be given to utilizing sheet pile abutment facing instead of concrete block for the GRS abutments.

Approach Roadway

The approach roadway will be re-constructed to the longer of the limits required to raise the roadway, the limits of the guardrail, or 100 feet.

Traffic Control

There is a possible 3 mile detour route for this bridge. Based on the limited R/W and available detour, it is recommended that this bridge be closed for construction. Consideration will be given to closing Detroit Blvd to just east of the Cove Ave intersection to allow construction of the Cove Ave bridge replacement along with this project. The detour route follows Bowman Ave, W 9 Mile Road, and Fowler Ave.

Preliminary Cost Estimates

Construction Costs: \$467,468 (see spreadsheet)

Engineering Costs: \$68,500

- Roadway - \$18,000 (includes storm drain, permit, utility coordination)
- Bridge Design - \$35,000
- CA - \$4,000
- Hydraulics - \$4,000
- Geotechnical - \$2,500 (borings and classification completed)
- Survey - \$5,000

Overall Allowable Budget: \$535,968

Funding Source

The total amount allocated by Escambia County in LOST III, FY 2013/2014 is \$535,968 for design and construction. The funding source available for design is:

Fund Code: 352 "LOST III"

Cost Center Account Code: 210107

Object Code: 56301

Project Number: 13EN2188

Desired Timelines

It is expected the timeline for this project will include 1 month for the survey, subsurface utility engineering and wetland delineation, 3 months for the design, 3 months for permitting, 3 months for bidding, and 3 months for construction; for a total timeline of 13 months.

GSA Codes

Anticipated Disciplines (Function Codes SF 330) for this project:

<u>Priority:</u>	<u>Code:</u>	<u>Description:</u>
Primary	12	Civil Engineer
	48	Project Manager
	57	Structural Engineer
Secondary	02	Administrative
	08	CADD Technician
	18	Cost Engineer/Estimator
	24	Environmental Scientists
	27	Foundation/Geotechnical Engineer
	38	Land Surveyor

Firms' (Design Team) Evaluations and Selection

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055, of the Florida Statutes. The selection committee shall consider such factors as follows:

1. As prescribed by FS 287.055(3)(d), Public Announcement and Qualification Procedures, is your firm or sub-consultant team a Disadvantage Business Enterprise (DBE)?	Yes or No
2. Have you ever been disqualified for a County, State, or Federal Contract?	Yes or No
3. Does your firm and/or sub-consultant team claim to be a Title VII of Equal Employment Opportunity (EEO) business and can you demonstrate compliance with Title VI civil rights requirements as outlined in 26 CFR Chapter 1, Part 230?	Yes or No
4. Can your firm respond in a timely manner, if the project requires you to perform a site visit, or attend an emergency meeting in an Escambia County within one hour?	Yes or No
5. Provide a minimum of two copies of Performance Records from Escambia County or other Governmental Agencies. If these cannot be provided, please explain why?	5 points
6. Corresponding with the specified GSA Code(s), describe your team's ability to perform services per the experience code(s) and scope of work identified above, please explain.	5 points
7. Does the firm have a clear understanding of the project and knowledge of the project area? Does the firm's design team have experience preparing basin studies, and/or providing stormwater modeling for Escambia County or other municipalities? Briefly explain.	5 points
8. Explain your design team's familiarity with wetland delineation and environmental permitting.	5 points

Bridge Replacement Scope: Detroit Blvd over 8 Mile Creek, Bridge No. 484057



South elevation.



North Elevation



48" Stormwater Outlet Southeast side.



Southeast stormwater outlet and ditch, looking west.



North side looking west, standing at intersection with Cove Ave.



South side looking east.



North side looking east.



Gas line on south side.



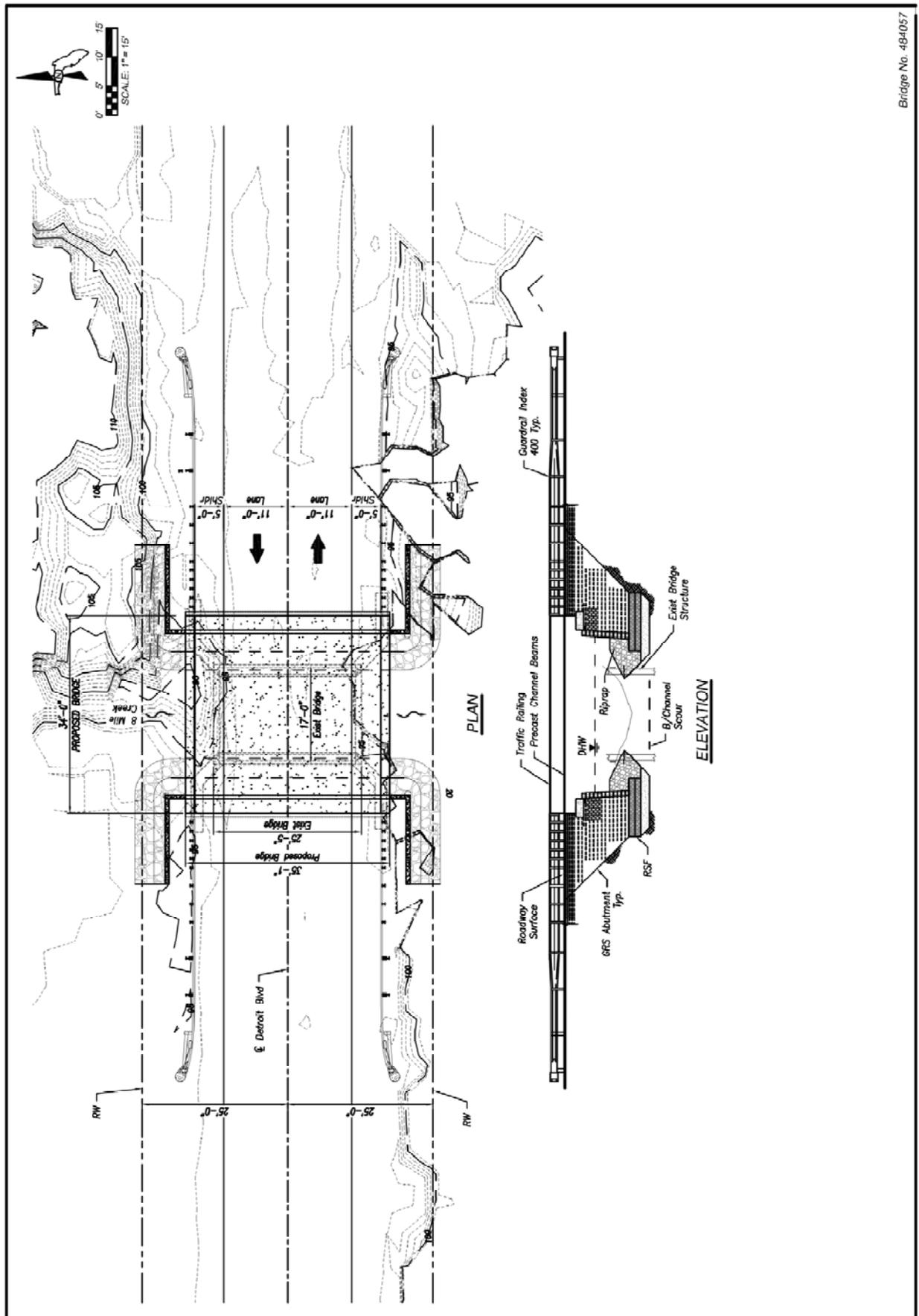
Fiber optic cable on north side.

	<p>Channel looking south.</p>
	<p>Channel north of bridge.</p>
	<p>Overhead electrical and communication lines located on north and south sides.</p>

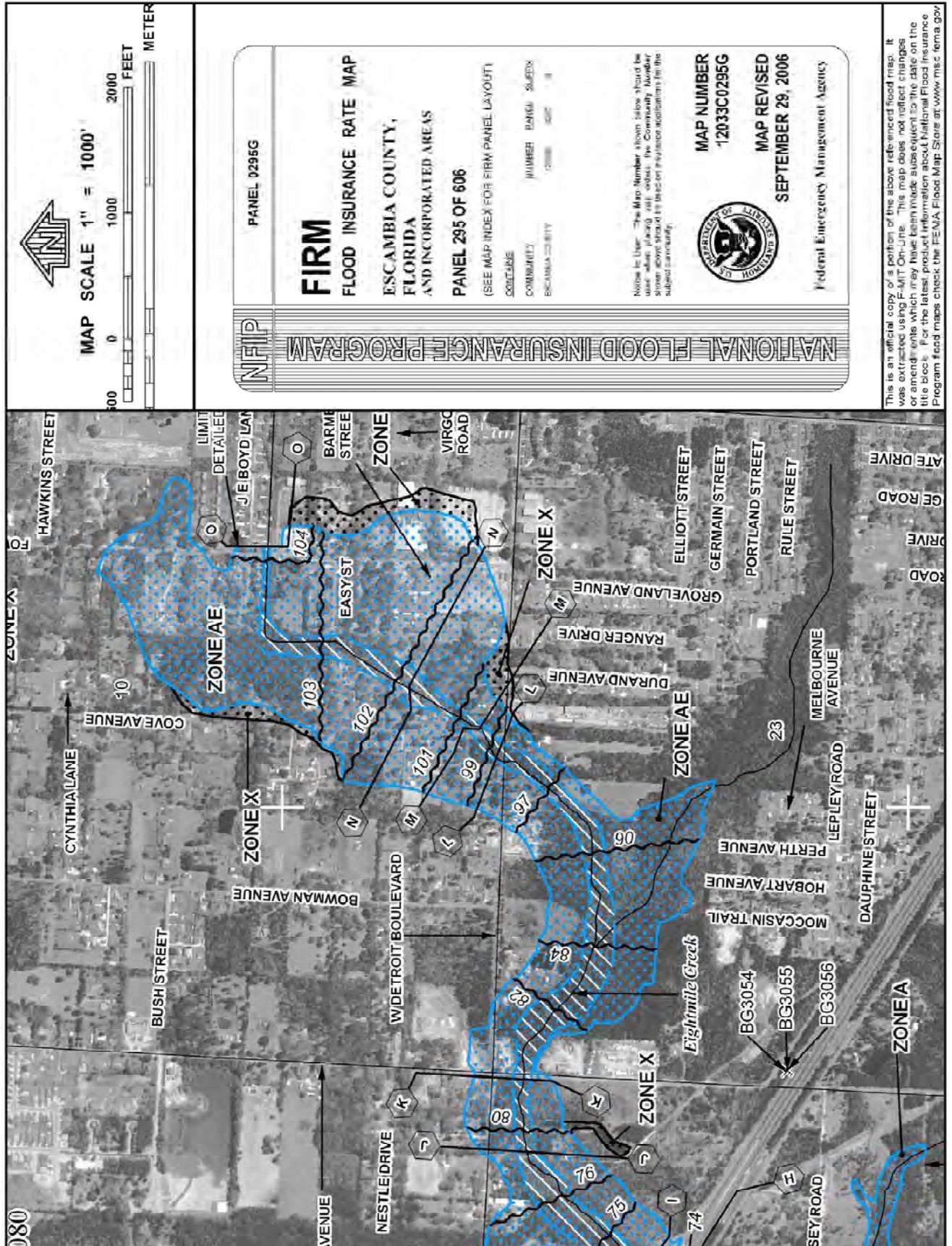
Force main on north side.

Water line on north side.



Bridge No. 484057

ENGINEER'S ESTIMATE OF PROBABLE COST - PRELIMINARY BRIDGE REPORT						
August 2013						
Detroit Blvd over 8 Mile Creek						
Bridge No. 484057						
Item No.	Section #	Item Description - (ROADWAY)	Unit	Quantity	Unit Price	Total
1	02100-00100	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00
2	02100-00105	Demobilization	LS	1	\$ 3,000.00	\$ 3,000.00
3	07600-00113	Maintenance of Traffic	Day	92	\$ 8.00	\$ 736.00
4	07600-00102	Maintenance of Traffic - VMS Signs	Day	92	\$ 30.00	\$ 2,760.00
5	13300-00103	Sediment Barrier	LF	60	\$ 7.00	\$ 420.00
6	13300-00109	Hay Bales	EA	20	\$ 15.79	\$ 315.80
7	13300-00106	Floating Turbidity Barrier	LF	40	\$ 25.00	\$ 1,000.00
8	04100-00104	Fill - (Compacted in Place)	CY	349	\$ 15.00	\$ 5,235.00
9	04100-00101	Cut	CY	7.5	\$ 7.37	\$ 55.28
10	03100-00101	Clearing and Grubbing	AC	0.35	\$ 8,000.00	\$ 2,800.00
11	06200-00103	6" Graded Aggregate Base	SY	450	\$ 14.50	\$ 6,525.00
12	06100-00106	12" Type-B Stabilized Subgrade and Shoulder	SY	550	\$ 5.26	\$ 2,893.00
13	05200-00105	2" County Spec 2500 Type SP 12.5 Asphalt	SY	550	\$ 14.02	\$ 7,711.00
14	05300-00102	Asphalt Driveways (Including base material)	SY	0	\$ 16.42	\$ -
15	09200-00726	48" RCP, 0' to 6' Deep	LF	150	\$ 113.68	\$ 17,052.00
16	09400-00101	48" End Wall, Index 264	CY	20.36	\$ 1,315.79	\$ 26,789.48
17	13100-00115	Performance Turf (Seed and Mulch)	SY	1500	\$ 0.53	\$ 795.00
18	13100-00108	Performance Turf (Sod)	SY	1500	\$ 3.16	\$ 4,740.00
19	07300-00105	6" Yellow Solid	LF	234	\$ 0.88	\$ 205.92
20	-	Miscellaneous Utility Work - Owner to Relocate	LS	4	\$ -	\$ -
21	07800-00106	W beam Guardrail (Includes length of 4 End Anchorages)	LF	240	\$ 90.00	\$ 21,600.00
22	-	R/W Purchase, 300' x 20' = 0.14 AC * 25000 + 10000	LS	1.00	\$ 13,500.00	\$ 13,500.00
Roadway Sub Total						\$123,133.48
Item No.	Section #	Item Description - (GRS Abutments)	Unit	Quantity	Unit Price	Total
1	08500-00105	Demolition of Existing Bridge & End Wall	SY	100.00	\$ 50.00	\$ 5,000.00
2	08500-00101	Saw cut Existing Concrete - 5'-0" x 4'-0" Sections for Removal	LF	190.00	\$ 5.26	\$ 999.40
3	04100-00101	Excavate for Abutments	CY	1033	\$ 7.37	\$ 7,613.21
4	06200-00117	Graded Aggregate Base - GAB - #57 STONE	CY	190	\$ 75.00	\$ 14,250.00
5	06200-00117	Open Graded Aggregate Fill - #57 Stone	CY	843	\$ 75.00	\$ 63,225.00
6	FDOT-0514-71-1	Geosynthetic Reinforcement	SY	3000	\$ 4.44	\$ 13,320.00
7	FDOT-0514-71-1	Filter Fabric	SY	1200	\$ 4.44	\$ 5,328.00
8	Per Local Vender	Block	EA	1805	\$ 7.00	\$ 12,635.00
9	Per Local Vender	Cap Block	EA	167	\$ 7.00	\$ 1,169.00
10	08600-00105	CMU FILL	CY	5	\$ 263.16	\$ 1,315.80
11	-	8" x 4" Polystyrene Foam Block	LF	76	\$ 2.00	\$ 152.00
12	08600-00103	Reinforcement in Top of CMU Wall	LF	306.00	\$ 2.00	\$ 612.00
13	00120-1001	1/2" x 1/4" Thick Silicon Sealant over 3/4" Backer Rod	LF	152	\$ 19.88	\$ 3,021.76
14	04100-00115	Dewatering, Sheet Piles, 8' Depth	LF	170	\$ 110.00	\$ 18,700.00
15	13200-00104	Rubble Rip Rap w/ Geotextile (18" min depth) installed	TN	246	\$ 90.00	\$ 22,140.00
GRS Abutments Sub Total						\$169,481.17
Item No.	Section #	Item Description - (37'-7" x 34'-0" Bridge)	Unit	Quantity	Unit Price	Total
1	-	Structural Mobilization	LS	1.00	\$ 10,000.00	\$ 10,000.00
2	-	12" Prestressed Flat Slab Units, 5' wide, +1" min	LF	238.00	\$ 255.00	\$ 60,690.00
3	-	Concrete Traffic Railing - Bridge (32" F-Shape)	LF	68.00	\$ 105.00	\$ 7,140.00
4	-	Transverse Post-Tensioning	LB	1970.00	\$ 8.00	\$ 15,760.00
5	-	Shear Key Grout	LF	204.00	\$ 3.00	\$ 612.00
-	-	Grouting PT anchorages (pockets only)	CF	5.10	\$ 300.00	\$ 1,530.00
6	-	Bridge Deck Grooving and Planing	SY	121	\$ 10.00	\$ 1,210.00
Bridge Sub Total						\$96,942.00
Total						\$389,556.65
20% Contingency & Bond						\$77,911.33
Grand Total Cost						\$467,467.98



Escambia County Off-System Sufficiency Rating		Engineer:	Date: 7-13	Page:
Bridge Number:	484057	Checker:	Date: 7-13	
Bridge Name:	Detroit Blvd at 8 Mile Creek	SR =	96.69	

Structurally Deficient: **No**

Functionally Obsolete: **No**

NBI Data Entry:

(do not report Functional Obsolete if also Structurally Deficient)

19	Detour Length	03	Miles
28	Lanes ON Structure	02	Lanes
29	ADT	5,692	
32	Approach Roadway Width	020	Feet
36	Traffic Safety Features		
A	Bridge Rail	1	
B	Transition	1	
C	Approach Rail	1	
D	End Treatment	1	
43	2nd & 3rd digits of Structure Type, Main	01	
51	Bridge Roadway Width	32.0	Feet
53	Vertical Clearance	99.99	Feet
58	Deck	8	
59	Superstructure	8	
60	Substructure	8	
62	Culverts	N	
66	Inventory Rating	36	Tons
67	Structural Evaluation	8	**
68	Deck Geometry	4	**
69	Underclearances	N	
71	Waterway Adequacy	8	
72	Approach Roadway Aligment	8	
100	STRAHNET Designation	0	

** - Assumes Bridge is not closed, does not require replacement, horiz clearance controls

Sufficiency Results = S1 + S2 + S3 - S4 : 96.688

APPENDIX

Preliminary Geotechnical Report

June 5, 2013

Mr. Bart Hendricks, PE
Hatch Mott MacDonald
5111 North 12th Avenue
Pensacola, Florida 32504

**SUBJECT: Preliminary Geotechnical Exploration
Escambia County Bridge Repairs – Detroit Avenue
Escambia County, Florida
LMJ File #: 13-139**

Dear Bart:

This report forwards the results of our preliminary geotechnical exploration for the proposed Escambia County Bridge Repair Project for **Detroit Avenue** in Pensacola, Florida. The purpose of this exploration was to determine the general subsurface conditions in the proposed bridge area and use this information to provide parameters for bridge analysis and foundation design. Our exploration consisted of two Standard Penetration Test (SPT) borings, classification of the samples obtained in the field, laboratory testing of selected samples, and analysis by our engineering staff.

Project and Site Description: The project site is the bridge on Detroit Avenue located approximately 200 feet west of Cove Avenue in Escambia County, Florida. According to the provided information, the existing bridge has a 17.3-foot span. We understand that the county proposes to replace the existing bridge with a 35-foot long Geosynthetic Reinforced Soil Integrated Bridge System (GRS-IBS). The bridge is planned to be supported on a GRS abutment supported by a Reinforced Soil Foundation (RSF). The GRS abutments and RSF are typically constructed using #57 stone. If this information changes or is incorrect, the geotechnical engineer should be notified, and changes to this letter may be needed.

Subsurface Exploration: To examine the general subsurface conditions in the proposed bridge area, we drilled two Standard Penetration Test (SPT) borings to a depth 41 feet below grade (labeled B-3 and B-4). The SPT consists of driving a 2-inch diameter split spoon sampler into the ground using a 140-pound hammer dropped 30 inches. The number of blows required to drive the sampler one foot after seating it 6 inches is referred to as the blow count or "N" value and is considered a measure of the relative density of soils. "N" values can be found in **Figure #1** adjacent to the soil descriptions. Five SPT samples were taken to a depth of eleven feet, and the borings were sampled at five-foot intervals thereafter. The SPT borings were drilled in general accordance with ASTM D1586 using a truck mounted drill rig, and the borings were advanced between SPT sampling using the "mud" jetting and/or rotary drilling technique and a Bentonite drilling mud. Each sample was removed from the sampler, classified in the field by the driller, and packaged for visual classification by our engineering staff and for laboratory testing. Two Shelby tube or relatively undisturbed thin-walled samples were taken from a boring drilled adjacent to B-4 for laboratory unit weight testing.

Subsurface Conditions: Boring B-3 was located in the eastbound lane 10 feet west of the abutment and boring B-4 was located in the westbound lane 10 feet east of the abutment. The borings were located by



measuring from existing features, and boring locations should be considered approximate. The subsurface conditions encountered in the borings are shown in **Figure #1**, and descriptions of the soils encountered are accompanied by their Unified Classification symbol (SP, SM, etc.) based on a visual examination unless accompanied by laboratory results. Boundaries between soil layers and soil depths should be considered approximate, since the actual transition between soil layers may be gradual. Following is a generalized summary of the conditions encountered in the test borings. A detailed description of the subsurface conditions encountered in the borings is included in **Figure #1**.

The borings encountered 6-7 inches of asphalt underlain by 7-8 inches of base material consisting of orange, red and tan silty sand. Thereafter, the borings encountered tan, brown and orange dense, medium dense and loose slightly silty and silty sand to 3-4 feet underlain by loose to very loose conditions to 13 feet consisting of brown, dark brown and tan slightly silty sand, organics, silt, wood and peat. One foot of wood with organics was encountered in boring B-3 from 3-4 feet. The borings continued with layers of brown, orange, and yellow medium dense and dense slightly silty and silty sand to 27-31 feet. Thereafter, boring B-3 encountered orange/yellow loose silty sand from 27-31 feet underlain by gray loose silty sand with trace clay to a depth of 39 feet over light gray/orange very stiff sandy clay to the final boring depth of 41 feet. Boring B-4 encountered purple/gray/orange very loose slightly clayey silty sand from 30-33 feet underlain by light gray /tan/orange loose to dense very clayey sand to the final boring depth of 41 feet.

Groundwater was encountered in the borings at the time of drilling at a depth of 5 feet. Groundwater levels will vary with rainfall and changes in site drainage characteristics and may be different at other times.

Laboratory Test Results: Laboratory testing for this project consisted of two unit weight tests run on the Shelby tube samples. Laboratory testing also consisted of four wash #200 sieve tests, eight natural moisture content tests, and one Atterberg limits test run on selected split spoon samples to assist in classification and to evaluate and document basic soil properties. The results of the laboratory tests are shown on the logs of boring (**Figure #1**) adjacent to the samples tested. The results of the unit weight tests are summarized in the following **Table #1**.

Table #1: Unit Weight Test Results Summary

Boring	Sample Depth (ft)	Sample Description	Dry Unit Weight (pcf)	Natural Moisture Content (%)
B-4	2-4	Tan/Brown Slightly Silty Sand	115.3	8.8
B-4	5.5-6	Tan/Brown Slightly Silty Sand and Dark Brown Silty Sand	97.3	19.9

The results of the Atterberg limits test and corresponding natural moisture content test are summarized in the following **Table #2**.

Table #2: Atterberg Limits Test Results Summary

Boring	Sample Depth (ft)	Sample Description	Natural Moisture Content (%)	Liquid Limit	Plastic Limit	Liquidity Index
B-3	39.5-41	Light Gray/Orange Sandy Clay	23.3	47	17	0.20



A pocket penetrometer was used to estimate the cohesion of the clay soils encountered in the borings, and the pocket penetrometer readings are shown adjacent to the samples tested on the attached **Figure #1**.

Basis of Discussion: The following discussion is based on assumed and/or design information available at the time of this report, the subsurface conditions encountered in the test borings, commonly accepted Geotechnical Engineering principles and practices, and our experience with similar soil/groundwater conditions. Regardless of the care exercised in performing a Geotechnical Exploration, the possibility always exists that soil and/or groundwater conditions between the test borings will differ from those encountered at the specific boring locations. In addition, construction operations may alter the soil conditions. Therefore, our office should be notified if any changes in conditions are encountered at the time of construction.

Bridge Foundation Discussion: Based on the encountered groundwater elevation, the proposed Reinforced Soil Foundation (RSF) is expected to be placed approximately 7 feet below the existing road elevation. Groundwater levels should be verified at the time of construction and dewatering/drainage may be needed to install the RSF and lower portion of the GRS. Sheet piling may be necessary to maintain a stable excavation in the upper loose and very loose soils. The borings encountered very loose and loose conditions from 3-13 feet below existing grade that are a bearing and settlement concern for the RSF. Options for the footing preparation include undercutting to firm underlying soils which were encountered in the borings at approximately 13 feet below existing grade and backfilling with compacted soil or stone, lowering the footing elevation to approximately 13 feet below existing grade, or attempting to "choke" the loose silt soils with open-graded gravel to form an acceptable bearing surface.

We hope that this letter provides sufficient information for your current requirements. If you have any questions or comments, please do not hesitate to call.

Sincerely,

LARRY M. JACOBS & ASSOCIATES, INC.

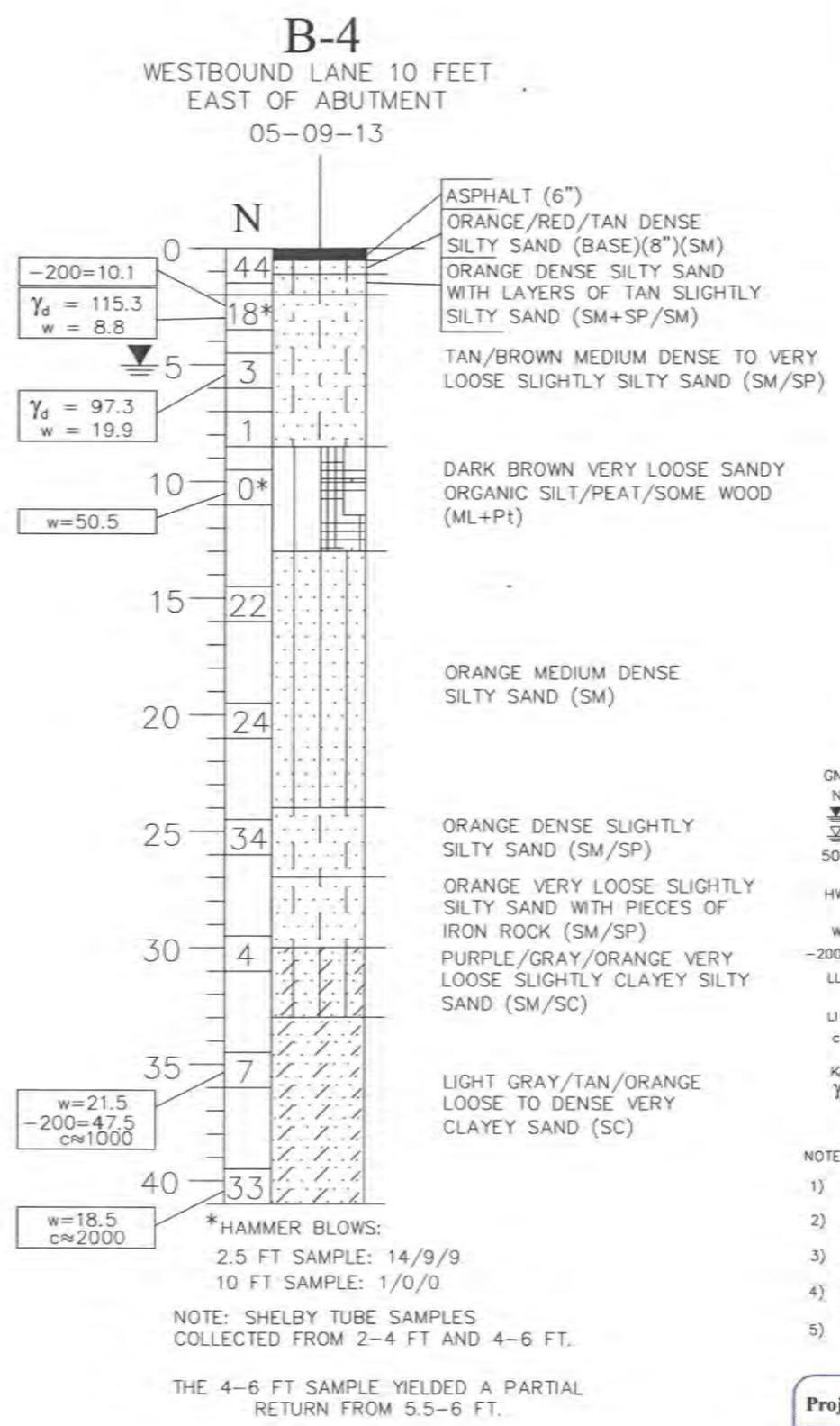
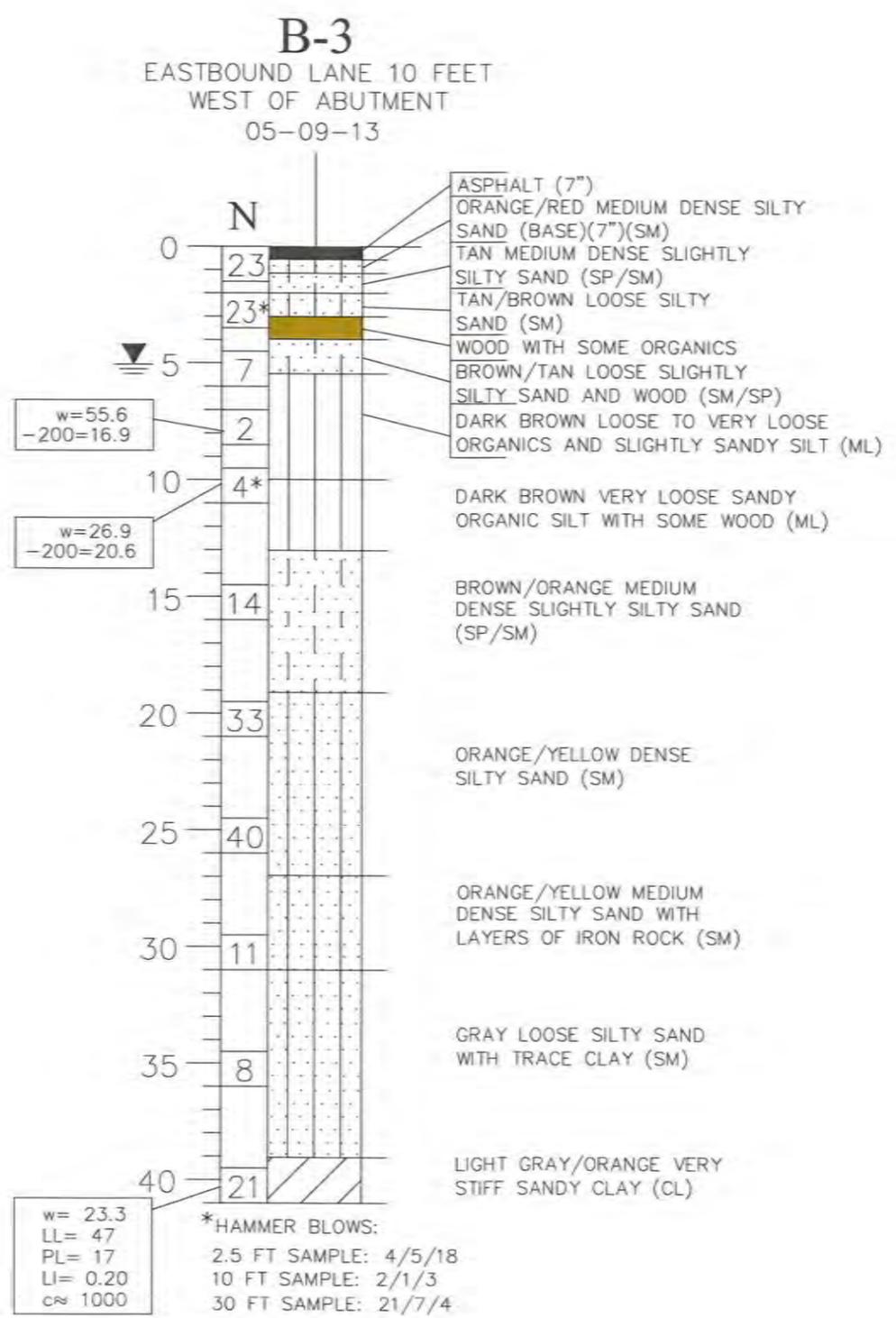
David L. Liechty, PE
Project Engineer

Keith V. Jacobs, PE
Principal Engineer
Florida Reg. #66577



Attachments

BORING LOGS DETROIT AVENUE



LEGEND

	SAND		SLIGHTLY SILTY SAND
	SILTY SAND		SILT
	CLAY		CLAYEY SAND
	PEAT		GRAVEL

GRANULAR MATERIALS	
SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0-4	VERY LOOSE
5-10	LOOSE
11-30	MEDIUM DENSE
31-50	DENSE
GREATER THAN 50	VERY DENSE

SILTS AND CLAY	
SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0-2	VERY SOFT
3-4	SOFT
5-8	MEDIUM STIFF
9-16	STIFF
17-32	VERY STIFF
GREATER THAN 32	HARD

GNE GROUNDWATER NOT ENCOUNTERED AT TIME OF DRILLING
 N STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT
 ENCOUNTERED GROUNDWATER LEVEL
 ENCOUNTERED PERCHED WATER LEVEL
 50/2" NUMBER OF BLOWS REQUIRED (50) TO ADVANCE SPLIT SPOON SAMPLER A SPECIFIC DISTANCE (2) INCHES
 HW SPLIT SPOON SAMPLER ADVANCED UNDER WEIGHT OF ROD AND HAMMER
 W = NATURAL MOISTURE CONTENT (%)
 -200 = FINES PASSING #200 SIEVE (%)
 LL = ATTERBERG LIMITS (%)
 LL=LQUID LIMIT, PL=PLASTIC LIMIT
 LI = LIQUIDITY INDEX
 c = APPROXIMATE COHESION VALUE (PSF) BASED ON POCKET PENETROMETER READINGS
 K_v = SATURATED VERTICAL HYDRAULIC CONDUCTIVITY (FT/DAY)
 γ_d = DRY UNIT WEIGHT (pcf)

- NOTES:
- 1) SPT BORINGS PERFORMED IN GENERAL ACCORDANCE WITH ASTM D-1586
 - 2) SUBSURFACE CONDITIONS ARE AT BORING LOCATIONS AND ACTUAL CONDITIONS BETWEEN BORINGS MAY VARY
 - 3) ALL CLASSIFICATIONS ARE BASED ON VISUAL EXAMINATION UNLESS ACCOMPANIED BY LABORATORY TEST RESULTS
 - 4) BOUNDARIES BETWEEN SOIL LAYERS SHOULD BE CONSIDERED APPROXIMATE AS THE ACTUAL TRANSITION MAY BE GRADUAL
 - 5) DEPTH OF BORING IS BELOW EXISTING GRADE AT TIME OF DRILLING

Project #: 13-139 Scale: NTS
 Date: 05/07/2013 Checked By: DLL
 Project: Detroit Avenue Bridge Repairs
 Location: Escambia County, Florida

BRIDGE REPLACEMENT SCOPE

Cove Avenue over 8 Mile Creek

Bridge No. 484058

(30.5194N, 87.2883W)



Escambia County, Florida

Public Works Department

Engineering Division

November 2013

TABLE OF CONTENTS

Item	Pages
Project Description and Location Information	3-6
Recommended Replacement Structure	6-7
Preliminary Cost Estimates	7-8
GSA Codes and Firms' Evaluations and Selection	8-9
Site Photos	10-13
Preliminary Bridge Plan and Elevation	14
Preliminary Estimate of Probable Cost	15
FEMA Map	16
Sufficiency Rating with 30 feet between barriers	17
Appendix – Preliminary Geotechnical Report	18

Project Description

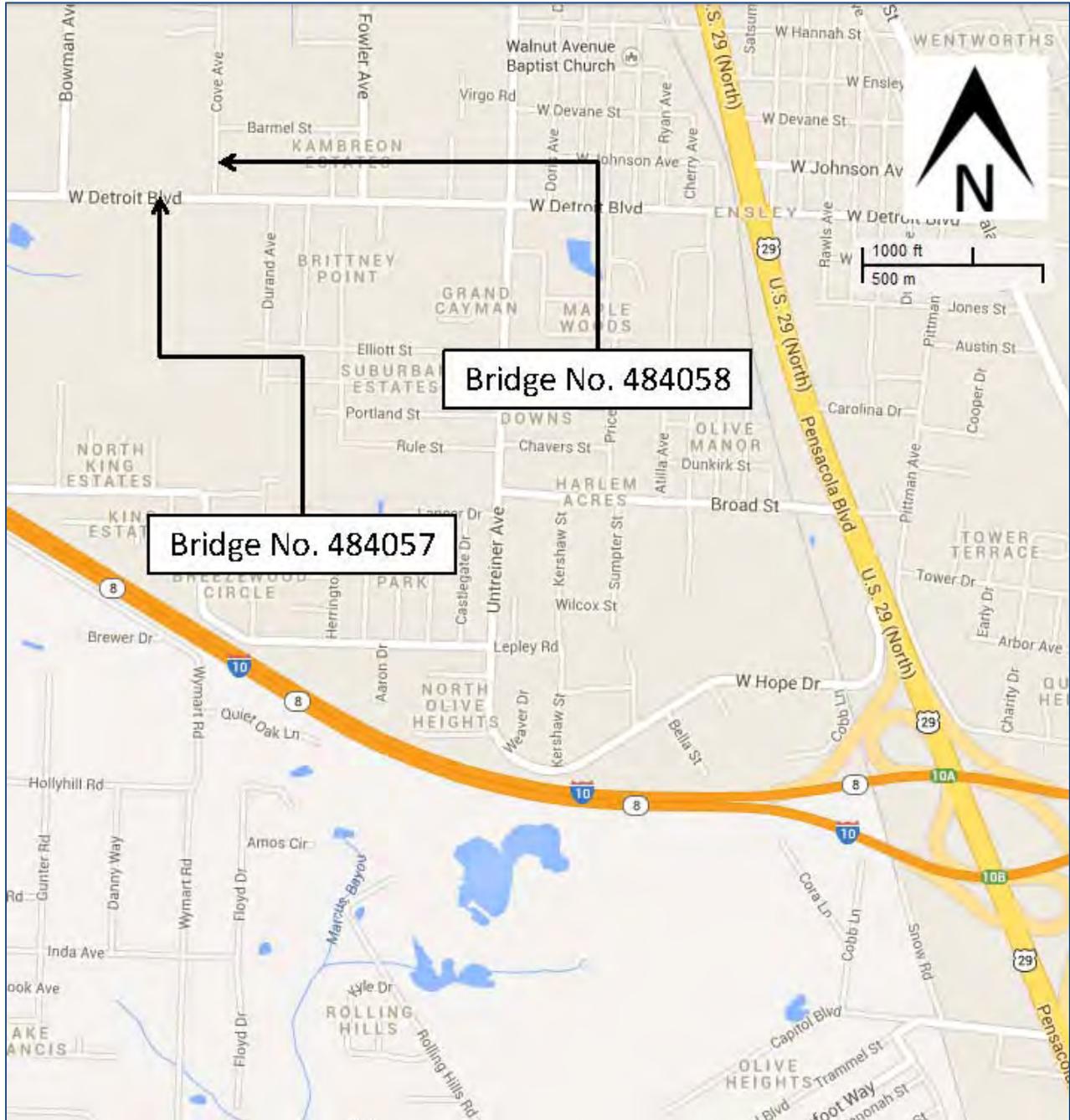
The proposed project consists of replacing the existing timber bridge on Cove Avenue over 8 Mile Creek, Bridge No. 484058. This bridge is currently ranked number 20 on the County's Bridge Prioritization List and is functionally obsolete. It has a Sufficiency Rating of 41.77 and a County Priority Rating of 9.34. The posted weight limit of 13 tons prevents many emergency vehicles from using this road which increases response times. The weight limit is also a problem for buses and commercial vehicles. The maximum repaired posted weight for the structure is only 15 tons. The existing bridge has the following characteristics:

1. Bridge Length: 17.00'
2. Bridge Width: 25.42'
3. Number of Spans: 1
4. Superstructure: Concrete Deck on Timber Beams
5. Substructure: Concrete Abutment/Walls (Timber Piles Unknown)
6. Abutments: Concrete wall and Wing walls
7. Posted: 13 tons (15 tons maximum repaired capacity)
8. Number of Lanes: 2
9. Width Between Curbs: 23.33'
10. Approach Roadway Width: 20.00'
11. Posted Speed Limit: 30 mph
12. Detour Length: 1 miles
13. Recent ADT: 524
14. Future ADT: 577
15. Truck Percentage: 12

Project Location

Cove Avenue over 8 Mile Creek is located in Escambia County District 3 northwest of the intersection of I-10 and US 29. It is located at coordinates 30.5194N, 87.2883W (T1S R30W SEC10). The project limits will extend to the ends of the guardrail or as required to raise the roadway, approximately 100 feet north and south of the bridge. The overall project length is approximately 0.044 miles. This project is located adjacent to the Detroit Blvd over 8 Mile Creek bridge. The location of the project is shown on the Project Location Map.

Cove Avenue Over 8 Mile Creek Bridge No. 484058



Project Location Map

Utilities

Table 1 indicates the utilities found at the project site. Utilities and locations will be confirmed and coordinated during the bridge design process. The geotechnical 811 one-call ticket number is 116307257.

Table 1

Utility	Location (Approximate)
Overhead Electrical	West side 20' from centerline roadway.
Overhead Communication Lines	West side 20' from centerline roadway, East side 21' from centerline roadway.
Buried Gas	West side 20' to 21' from centerline roadway.
Water	East side 20' from centerline roadway.

Driveways

Although the project is located in a residential area, there are no driveways located within 100 feet from the ends of the bridge. The edge of the north side of Detroit Blvd is located approximately 153 feet south of the centerline of the bridge.

Right of Way

The Escambia County Property Appraiser shows a 50 foot right of way (R/W) along Cove Avenue. The proposed bridge section will fit within the existing R/W, but construction will require activities outside of the R/W. Relocating the utilities will require more R/W unless a unique abutment wall system is utilized. For preliminary cost estimates, R/W purchase is anticipated for this project.

Geotechnical

A preliminary geotechnical exploration for the proposed bridge replacement has been performed by Larry Jacobs and Associates (LMJ File # 13-139), dated June 5, 2013. The exploration included two soil borings as described in the attached report. The borings encountered very loose soil conditions from 4 to 13.5 feet below existing grade which will require undercutting and/or choking methods of soil improvement to form an acceptable bearing surface for the proposed GRS foundations. The need for dewatering and temporary sheet piles should be anticipated.

Hydraulics

The bridge is located in a FEMA AE flood zone. Local residents have stated that there are no flooding problems at this bridge location. Perform a hydraulic analysis to confirm that the proposed bridge geometry provides adequate hydraulic opening for a 25 year design storm without increasing current backwater elevations. Channel long-term scour will be calculated for

100-year and 500-year storms. Bridge deck drainage can utilize scuppers and/or drain to ends. Shallow open roadway ditches that drain to Bridge Creek are located on each side of the bridge.

Permitting

Wetland impacts are unavoidable and the wetland limits have been field located by Wetland Sciences. The project will fall under the requirements for the Noticed General Environmental Resource Permit and will not require an individual permit.

Recommended Replacement Structure

The recommended replacement bridge is a 34'-0" long, 33'-1" wide single span precast concrete bridge supported by Geosynthetically Reinforced Soil (GRS) abutments.

Design Criteria

General Specifications: Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, (Current Edition) and supplements as amended.

Design Specifications:

- American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications (Current Edition) and approved interims as specified in the FDOT Structures Design Guidelines.
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook), Current Edition.
- Geosynthetic Reinforced Soil Integrated Bridge System Implementation Guide, FHWA_HRT-11-026, (Current Edition), as amended by the FDOT Design Guidelines.

Bridge Geometry

The existing approach roadway contains 10'-0" travel lanes. No pedestrian or bicycle traffic has been observed using this bridge. Based on the design ADT = 577 vehicles per day, the Florida Greenbook requires a minimum 10'-0" travel lane width. Using the same design traffic volume, a roadway width of 30'-0" between barriers is required to avoid a reduction in the bridge sufficiency rating (SR). These two criteria requires a minimum of 2~10'-0" travel lanes along with 5'-0" shoulders between the bridge barriers producing an overall minimum bridge width of 33'-1". During the design phase, consideration should be given to using standard 12'-0" travel lanes and 6'-0" shoulders. The minimum bridge width is recommended in this report due to the utility conflicts, R/W costs, and the fact that widening of this local road is unlikely. The recommended replacement bridge length is 34'-0" to allow construction of the abutments adjacent to the channel. The cross-section will have a 2% slope each side of centerline. The bridge height will be raised as required to accommodate a wider superstructure while maintaining the existing minimum vertical clearance above the channel.

Superstructure

The superstructure will utilize 12” deep multi-beam prestressed concrete flat slab units, post-tensioned transversely. The slab unit thickness will be increased above 12” and the top cover increased as required to accommodate deck planning following post-tensioning and keyway grouting to form a smooth riding surface. The concrete barriers will be precast with the exterior slab units to accelerated construction. It is recommended that the superstructure type used in this project match the type used in the Detroit Blvd bridge replacement to lower the costs of the bridge components.

Substructure

The substructure will utilize GRS abutments with high strength block or proprietary precast concrete segmental wall units. Temporary sheet piles and dewatering will be required to construct the abutments. As part of the design process and R/W purchase study, consideration will be given to utilizing sheet pile abutment facing instead of concrete block for the GRS abutments.

Approach Roadway

The approach roadway will be re-constructed to the longer of the limits required to raise the roadway, the limits of the guardrail, or 100 feet.

Traffic Control

There is a possible 1 mile detour route for this bridge. Based on the limited R/W and available detour, it is recommended that this bridge be closed for construction. The detour route follows Barmel Street, Fowler Ave and W Detroit Blvd.

Preliminary Cost Estimates

Construction Costs:	\$400, 546 (see spreadsheet)
Engineering Costs:	\$65,500
- Roadway -	\$15,000 (includes permit, utility coordination)
- Bridge Design -	\$35,000
- CA -	\$4,000
- Hydraulics -	\$4,000
- Geotechnical -	\$2,500 (borings and classification completed)
- Survey -	\$5,000

Overall Allowable Budget: \$466,046

Funding Source

The total amount allocated by Escambia County in LOST III, FY 2013/2014 is \$466,046 for design and construction. The funding source available for design is:

Fund Code: 352 "LOST III"

Cost Center Account Code: 210107

Object Code: 56301

Project Number: 13EN2188

Desired Timelines

It is expected the timeline for this project will include 1 month for the survey, subsurface utility engineering and wetland delineation, 3 months for the design, 3 months for permitting, 3 months for bidding, and 3 months for construction; for a total timeline of 13 months.

GSA Codes

Anticipated Disciplines (Function Codes SF 330) for this project:

<u>Priority:</u>	<u>Code:</u>	<u>Description:</u>
Primary	12	Civil Engineer
	48	Project Manager
	57	Structural Engineer
Secondary	02	Administrative
	08	CADD Technician
	18	Cost Engineer/Estimator
	24	Environmental Scientists
	27	Foundation/Geotechnical Engineer
	38	Land Surveyor

Firms' (Design Team) Evaluations and Selection

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055, of the Florida Statutes. The selection committee shall consider such factors as follows:

1. As prescribed by FS 287.055(3)(d), Public Announcement and Qualification Procedures, is your firm or sub-consultant team a Disadvantage Business Enterprise (DBE)?	Yes or No
2. Have you ever been disqualified for a County, State, or Federal Contract?	Yes or No
3. Does your firm and/or sub-consultant team claim to be a Title VII of Equal Employment Opportunity (EEO) business and can you demonstrate compliance with Title VI civil rights requirements as outlined in 26 CFR Chapter 1, Part 230?	Yes or No
4. Can your firm respond in a timely manner, if the project requires you to perform a site visit, or attend an emergency meeting in an Escambia County within one hour?	Yes or No
5. Provide a minimum of two copies of Performance Records from Escambia County or other Governmental Agencies. If these cannot be provided, please explain why?	5 points
6. Corresponding with the specified GSA Code(s), describe your team's ability to perform services per the experience code(s) and scope of work identified above, please explain.	5 points
7. Does the firm have a clear understanding of the project and knowledge of the project area? Does the firm's design team have experience preparing basin studies, and/or providing stormwater modeling for Escambia County or other municipalities? Briefly explain.	5 points
8. Explain your design team's familiarity with wetland delineation and environmental permitting.	5 points

Bridge Replacement Scope: Cove Avenue over 8 Mile Creek, Bridge No. 484058



East elevation.



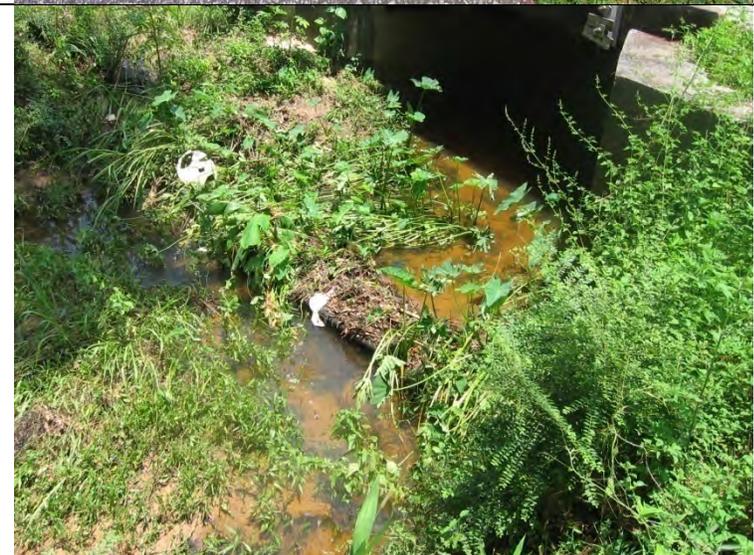
West elevation.

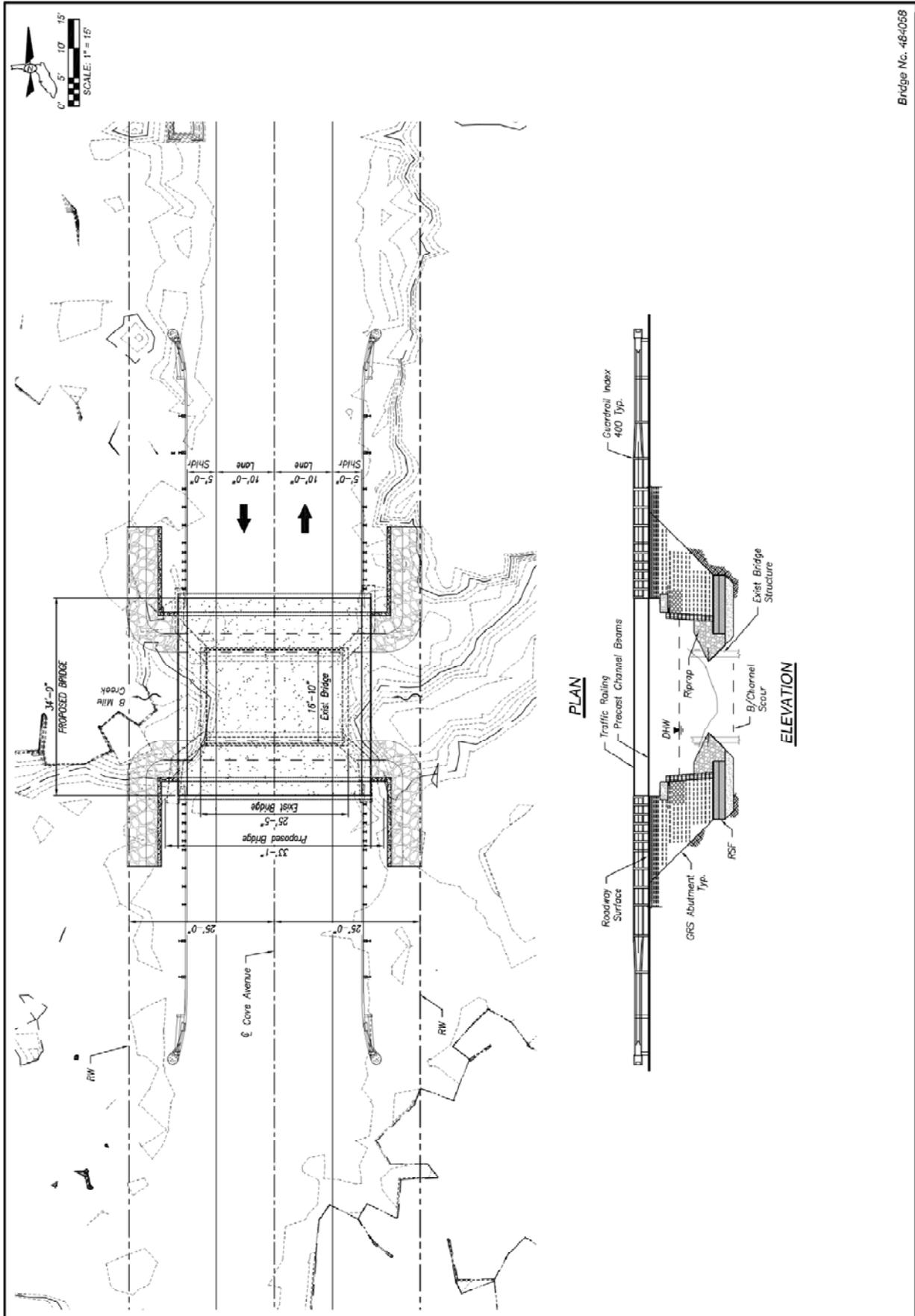


Looking south, facing Detroit Blvd intersection.

	<p>Channel looking east.</p>
	<p>Channel looking west. Note the gas line with debris.</p>
	<p>Looking north.</p>

	<p>Southwest side ditch.</p>
	<p>Northeast side ditch.</p>
	<p>Northwest side ditch.</p>

 A close-up photograph of asphalt pavement with yellow spray-painted markings. The markings include a circle and some irregular shapes, likely indicating the location of a utility line.	<p>Gas line west side.</p>
 A close-up photograph of asphalt pavement with blue spray-painted markings. The markings include a triangle, a vertical line, and some horizontal lines, likely indicating the location of a utility line.	<p>Water line east side.</p>
 A photograph showing a gas line exposed in a ditch. The ditch is filled with brown water and surrounded by green vegetation. A concrete structure is visible on the right side of the ditch.	<p>Exposed gas line west side.</p>



Bridge No. 484058

ENGINEER'S ESTIMATE OF PROBABLE COST - PRELIMINARY BRIDGE REPORT						
August 2013						
Cove Avenue over 8 Mile Creek						
Bridge No. 484058						
Item No.	Section #	Item Description - (ROADWAY)	Unit	Quantity	Unit Price	Total
1	02100-00100	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00
2	02100-00105	Demobilization	LS	1	\$ 3,000.00	\$ 3,000.00
3	07600-00113	Maintenance of Traffic	Day	92	\$ 8.00	\$ 736.00
4	07600-00102	Maintenance of Traffic - VMS Signs	Day	92	\$ 30.00	\$ 2,760.00
5	13300-00103	Sediment Barrier	LF	60	\$ 7.00	\$ 420.00
6	13300-00109	Hay Bales	EA	20	\$ 15.79	\$ 315.80
7	13300-00106	Floating Turbidity Barrier	LF	40	\$ 25.00	\$ 1,000.00
8	04100-00104	Fill - (Compacted in Place)	CY	349	\$ 15.00	\$ 5,235.00
9	04100-00101	Cut	CY	7.5	\$ 7.37	\$ 55.28
10	03100-00101	Clearing and Grubbing	AC	0.35	\$ 8,000.00	\$ 2,800.00
11	06200-00103	6" Graded Aggregate Base	SY	450	\$ 14.50	\$ 6,525.00
12	06100-00106	12" Type-B Stabilized Subgrade and Shoulder	SY	550	\$ 5.26	\$ 2,893.00
13	05200-00105	2" County Spec 2500 Type SP 12.5 Asphalt	SY	550	\$ 14.02	\$ 7,711.00
17	13100-00115	Performance Turf (Seed and Mulch)	SY	1500	\$ 0.53	\$ 795.00
18	13100-00108	Performance Turf (Sod)	SY	1500	\$ 3.16	\$ 4,740.00
19	07300-00105	6" Yellow Solid	LF	234	\$ 0.88	\$ 205.92
20	-	Miscellaneous Utility Work - Owner to Relocate	LS	4	\$ -	\$ -
21	07800-00106	W beam Guardrail (Includes length of 4 End Anchorage)	LF	240	\$ 90.00	\$ 21,600.00
22	-	R/W Purchase, 300' x 16' = 0.11 AC * 25000 + 10000	LS	1.00	\$ 12,750.00	\$ 12,750.00
Roadway Sub Total						\$78,542.00
Item No.	Section #	Item Description - (GRS Abutments)	Unit	Quantity	Unit Price	Total
1	08500-00105	Demolition of Existing Bridge & End Wall	SY	70.00	\$ 50.00	\$ 3,500.00
2	08500-00101	Saw cut Existing Concrete - 5'-0" x 4'-0" Sections for Removal	LF	190.00	\$ 5.26	\$ 999.40
3	04100-00101	Excavate for Abutments	CY	980	\$ 7.37	\$ 7,222.60
4	06200-00117	Graded Aggregate Base - GAB - #57 STONE	CY	180	\$ 75.00	\$ 13,500.00
5	06200-00117	Open Graded Aggregate Fill - #57 Stone	CY	800	\$ 75.00	\$ 60,000.00
6	FDOT-0514-71-1	Geosynthetic Reinforcement	SY	2850	\$ 4.44	\$ 12,654.00
7	FDOT-0514-71-1	Filter Fabric	SY	1130	\$ 4.44	\$ 5,017.20
8	Per Local Vender	Block	EA	1700	\$ 7.00	\$ 11,900.00
9	Per Local Vender	Cap Block	EA	160	\$ 7.00	\$ 1,120.00
10	08600-00105	CMU FILL	CY	5	\$ 263.16	\$ 1,315.80
11	-	8" x 4" Polystyrene Foam Block	LF	66	\$ 2.00	\$ 132.00
12	08600-00103	Reinforcement in Top of CMU Wall	LF	290.00	\$ 2.00	\$ 580.00
13	00120-1001	1/2" x 1/4" Thick Silicon Sealant over 3/4" Backer Rod	LF	143	\$ 19.88	\$ 2,842.84
14	04100-00115	Dewatering, Sheet Piles, 8' Depth	LF	155	\$ 110.00	\$ 17,050.00
15	13200-00104	Rubble Rip Rap w/ Geotextile (18" min depth) installed	TN	238	\$ 90.00	\$ 21,420.00
GRS Abutments Sub Total						\$159,253.84
Item No.	Section #	Item Description - (37'-7" x 34'-0" Bridge)	Unit	Quantity	Unit Price	Total
1	-	Structural Mobilization	LS	1.00	\$ 10,000.00	\$ 10,000.00
2	-	12" Prestressed Flat Slab Units, 5'+/- wide, +1" min	LF	238.00	\$ 255.00	\$ 60,690.00
3	-	Concrete Traffic Railing - Bridge (32" F-Shape)	LF	68.00	\$ 105.00	\$ 7,140.00
4	-	Transverse Post-Tensioning	LB	1860.00	\$ 8.00	\$ 14,880.00
5	-	Shear Key Grout	LF	204.00	\$ 3.00	\$ 612.00
6	-	Grouting PT anchorages (pockets only)	CF	5.10	\$ 300.00	\$ 1,530.00
7	-	Bridge Deck Grooving and Planing	SY	114	\$ 10.00	\$ 1,140.00
Bridge Sub Total						\$95,992.00
Total						\$333,787.84
20% Contingency & Bond						\$66,757.57
Grand Total Cost						\$400,545.40

Bridge Replacement Scope: Cove Avenue over 8 Mile Creek, Bridge No. 484058

Escambia County Off-System Sufficiency Rating		Engineer:	Date: 7-13	Page:
Bridge Number:	484058	Checker:	Date: 7-13	
Bridge Name:	Cove Ave at 8 Mile Creek	SR =	99.96	

NBI Data Entry:

Structurally Deficient: **No**

Functionally Obsolete: **No**

(do not report Functional Obsolete if also Structurally Deficient)

19	Detour Length	01	Miles
28	Lanes ON Structure	02	Lanes
29	ADT	577	
32	Approach Roadway Width	020	Feet
36	Traffic Safety Features		
A	Bridge Rail	1	
B	Transition	1	
C	Approach Rail	1	
D	End Treatment	1	
43	2nd & 3rd digits of Structure Type, Main	01	
51	Bridge Roadway Width	30.0	Feet
53	Vertical Clearance	99.99	Feet
58	Deck	8	
59	Superstructure	8	
60	Substructure	8	
62	Culverts	N	
66	Inventory Rating	36	Tons
67	Structural Evaluation	8	**
68	Deck Geometry	6	**
69	Underclearances	N	
71	Waterway Adequacy	8	
72	Approach Roadway Alignment	8	
100	STRAHNET Designation	0	

** - Assumes Bridge is not closed, does not require replacement, horiz clearance controls

Sufficiency Results = S1 + S2 + S3 - S4 : 99.957

APPENDIX

Preliminary Geotechnical Report

June 5, 2013

Mr. Bart Hendricks, PE
Hatch Mott MacDonald
5111 North 12th Avenue
Pensacola, Florida 32504

**SUBJECT: Preliminary Geotechnical Exploration
Escambia County Bridge Repairs – Cove Avenue
Escambia County, Florida
LMJ File #: 13-139**

Dear Bart:

This report forwards the results of our preliminary geotechnical exploration for the proposed Escambia County Bridge Repair Project for **Cove Avenue** in Pensacola, Florida. The purpose of this exploration was to determine the general subsurface conditions in the proposed bridge area and use this information to provide parameters for bridge analysis and foundation design. Our exploration consisted of two Standard Penetration Test (SPT) borings, classification of the samples obtained in the field, laboratory testing of selected samples, and analysis by our engineering staff.

Project and Site Description: The project site is the bridge on Cove Avenue located approximately 200 feet north of Detroit Avenue in Escambia County, Florida. According to the provided information, the existing bridge has a 17-foot span. We understand that the county proposes to replace the existing bridge with a 35-foot long Geosynthetic Reinforced Soil Integrated Bridge System (GRS-IBS). The bridge is planned to be supported on a GRS abutment supported by a Reinforced Soil Foundation (RSF). The GRS abutments and RSF are typically constructed using #57 stone. If this information changes or is incorrect, the geotechnical engineer should be notified, and changes to this letter may be needed.

Subsurface Exploration: To examine the general subsurface conditions in the proposed bridge area, we drilled two Standard Penetration Test (SPT) borings to a depth 41 feet below grade (labeled B-1 and B-2). The SPT consists of driving a 2-inch diameter split spoon sampler into the ground using a 140-pound hammer dropped 30 inches. The number of blows required to drive the sampler one foot after seating it 6 inches is referred to as the blow count or "N" value and is considered a measure of the relative density of soils. "N" values can be found in **Figure #1** adjacent to the soil descriptions. Five SPT samples were taken to a depth of eleven feet, and the borings were sampled at five-foot intervals thereafter. The SPT borings were drilled in general accordance with ASTM D1586 using a truck mounted drill rig, and the borings were advanced between SPT sampling using the "mud" jetting and/or rotary drilling technique and a Bentonite drilling mud. Each sample was removed from the sampler, classified in the field by the driller, and packaged for visual classification by our engineering staff and for laboratory testing. Two Shelby tube or relatively undisturbed thin-walled samples were taken from a boring drilled adjacent to B-1 for laboratory unit weight testing.

Subsurface Conditions: Boring B-1 was located in the southbound lane 10 feet north of the abutment and boring B-2 was located in the northbound lane 10 feet north of the abutment. The borings were located by measuring from existing features, and locations should be considered approximate. The subsurface



conditions encountered in the borings are shown in **Figure #1**, and descriptions of the soils encountered are accompanied by their Unified Classification symbol (SP, SM, etc.) based on a visual examination unless accompanied by laboratory results. Boundaries between soil layers and soil depths should be considered approximate, since the actual transition between soil layers may be gradual. Following is a generalized summary of the conditions encountered in the test borings. A detailed description of the subsurface conditions encountered in the borings is included in **Figure #1**.

The borings encountered 2 inches of asphalt underlain by 4-6 inches of base material consisting of red/orange medium dense and dense silty sand. Thereafter, the borings encountered layers of red, orange, tan and brown medium dense or dense slightly silty and silty sand to 4 feet underlain by primarily loose or very loose conditions to 13-13.5 feet consisting of tan, orange, gray and brown silty sand or slightly clayey silty sand with a layer of dark brown organic silt in boring B-2 from 5.5-7 feet. From 13-13.5 feet to 28-29 feet, yellow, orange, white and red medium dense to dense sand and slightly silty sand was encountered. Thereafter, the borings encountered purple/yellow/white very loose clayey silty sand with layers of white clay to 34 feet in boring B-1 and orange/yellow medium dense to loose silty sand to 33 feet in boring B-2. Thereafter, both borings encountered white, orange and purple medium stiff to very stiff sandy clay to the final boring depth of 41 feet.

Groundwater was encountered in the borings at the time of drilling at a depth of 5 feet. Groundwater levels will vary with rainfall and changes in site drainage characteristics and may be different at other times.

Laboratory Test Results: Laboratory testing for this project consisted of two unit weight tests run on the Shelby tube samples. Laboratory testing also consisted of six wash #200 sieve tests, five natural moisture content tests, and one Atterberg limits test run on selected split spoon samples to assist in classification and to evaluate and document basic soil properties. The results of the laboratory tests are shown on the logs of boring (**Figure #1**) adjacent to the samples tested. The results of the unit weight tests are summarized in the following **Table #1**.

Table #1: Unit Weight Test Results Summary

Boring	Sample Depth (ft)	Sample Description	Dry Unit Weight (pcf)	Natural Moisture Content (%)
B-1	2-4.5	Brown Silty Sand and Tan/Orange Slightly Silty Sand	105.6	9.5
B-1	6.5-7	Gray/Brown Slightly Silty Sand	105.0	10.8

The results of the Atterberg limits test and corresponding natural moisture content test are summarized in the following **Table #2**.

Table #2: Atterberg Limits Test Results Summary

Boring	Sample Depth (ft)	Sample Description	Natural Moisture Content (%)	Liquid Limit	Plastic Limit	Liquidity Index
B-3	39.5-41	Orange/Gray Sandy Clay	19.9	35	15	0.25



A pocket penetrometer was used to estimate the cohesion of the clay soils encountered in the borings, and the pocket penetrometer readings are shown adjacent to the samples tested on the attached **Figure #1**.

Basis of Discussion: The following discussion is based on assumed and/or design information available at the time of this report, the subsurface conditions encountered in the test borings, commonly accepted Geotechnical Engineering principles and practices, and our experience with similar soil/groundwater conditions. Regardless of the care exercised in performing a Geotechnical Exploration, the possibility always exists that soil and/or groundwater conditions between the test borings will differ from those encountered at the specific boring locations. In addition, construction operations may alter the soil conditions. Therefore, our office should be notified if any changes in conditions are encountered at the time of construction.

Bridge Foundation Discussion: Based on the encountered groundwater elevation, the proposed Reinforced Soil Foundation (RSF) is expected to be placed approximately 7 feet below the existing road elevation. Groundwater levels should be verified at the time of construction and dewatering/drainage may be needed to install the RSF and lower portion of the GRS. Sheeting may be necessary to maintain a stable excavation in the upper loose and very loose soils. The borings encountered very loose and loose conditions from 4 to 9-13.5 feet below existing grade that are a bearing and settlement concern for the RSF. Options for the footing preparation include undercutting to firm underlying soils and backfilling with compacted soil or stone, lowering the footing elevation to bear on firmer soils, or attempting to "choke" the loose and very loose silty sand soils with open-graded gravel to form an acceptable bearing surface.

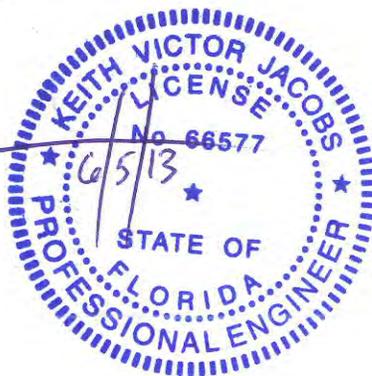
We hope that this letter provides sufficient information for your current requirements. If you have any questions or comments, please do not hesitate to call.

Sincerely,

LARRY M. JACOBS & ASSOCIATES, INC.

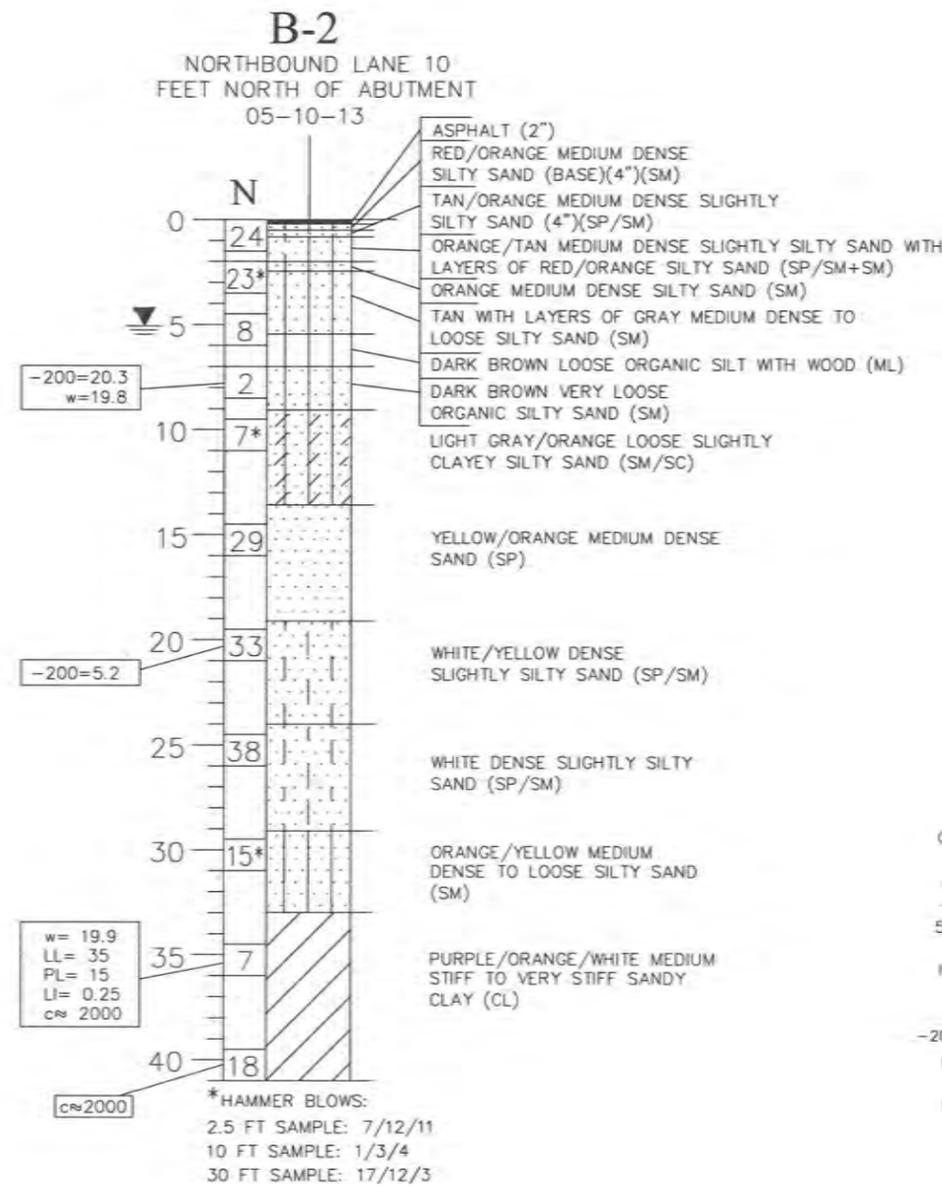
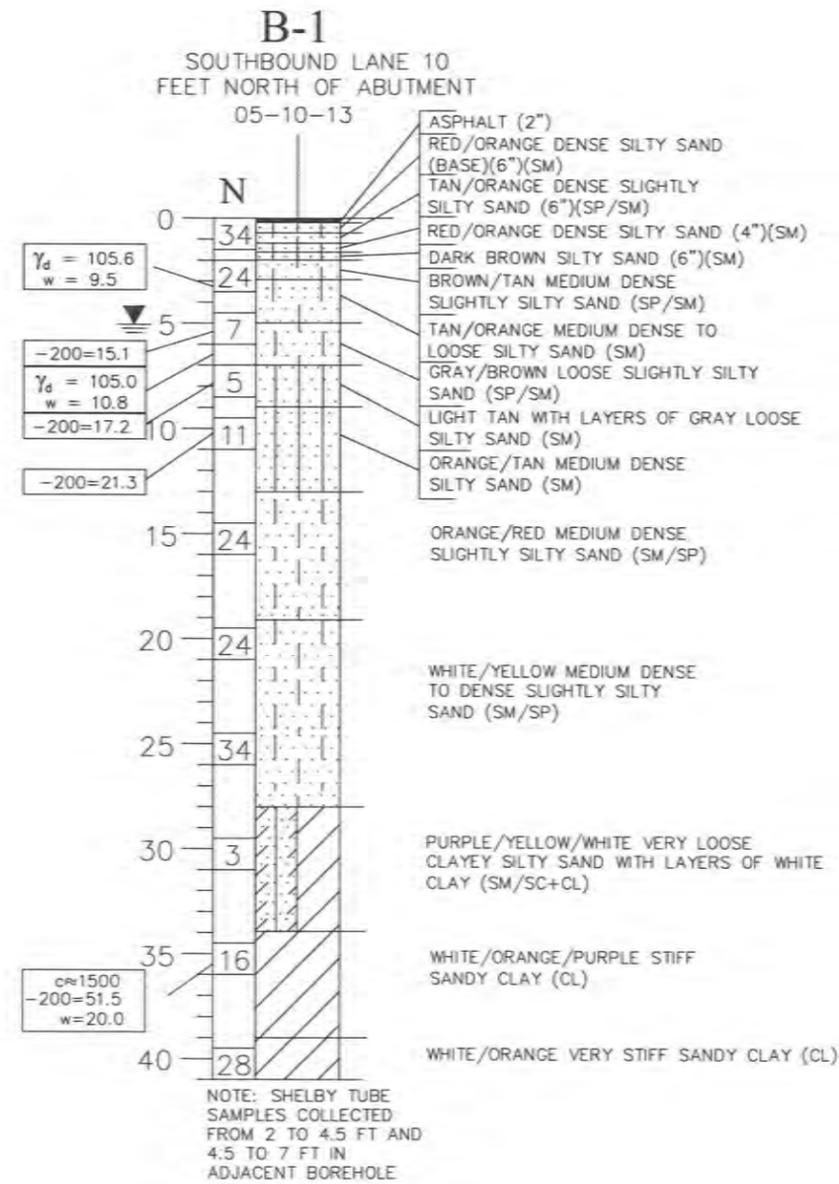
David L. Liechty, PE
Project Engineer

Keith V. Jacobs, PE
Principal Engineer
Florida Reg. #66577

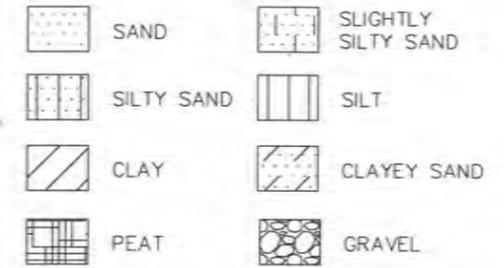


Attachments

BORING LOGS COVE AVENUE



LEGEND



GRANULAR MATERIALS	
SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0-4	VERY LOOSE
5-10	LOOSE
11-30	MEDIUM DENSE
31-50	DENSE
GREATER THAN 50	VERY DENSE

SILTS AND CLAY	
SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0-2	VERY SOFT
3-4	SOFT
5-8	MEDIUM STIFF
9-16	STIFF
17-32	VERY STIFF
GREATER THAN 32	HARD

- GNE GROUNDWATER NOT ENCOUNTERED AT TIME OF DRILLING
- N STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT
- ENCOUNTERED GROUNDWATER LEVEL
- ENCOUNTERED PERCHED WATER LEVEL
- 50/2" NUMBER OF BLOWS REQUIRED (50) TO ADVANCE SPLIT SPOON SAMPLER A SPECIFIC DISTANCE (2) INCHES
- HW SPLIT SPOON SAMPLER ADVANCED UNDER WEIGHT OF ROD AND HAMMER
- W = NATURAL MOISTURE CONTENT (%)
- 200 = FINES PASSING #200 SIEVE (%)
- LL = ATTERBERG LIMITS (%)
- LL=LIQUID LIMIT, PL=PLASTIC LIMIT
- LI = LIQUIDITY INDEX
- c = APPROXIMATE COHESION VALUE (PSF) BASED ON POCKET PENETROMETER READINGS
- K_v = SATURATED VERTICAL HYDRAULIC CONDUCTIVITY (FT/DAY)
- γ_d = DRY UNIT WEIGHT (pcf)

- NOTES:
- SPT BORINGS PERFORMED IN GENERAL ACCORDANCE WITH ASTM D-1586
 - SUBSURFACE CONDITIONS ARE AT BORING LOCATIONS AND ACTUAL CONDITIONS BETWEEN BORINGS MAY VARY
 - ALL CLASSIFICATIONS ARE BASED ON VISUAL EXAMINATION UNLESS ACCOMPANIED BY LABORATORY TEST RESULTS
 - BOUNDARIES BETWEEN SOIL LAYERS SHOULD BE CONSIDERED APPROXIMATE AS THE ACTUAL TRANSITION MAY BE GRADUAL
 - DEPTH OF BORING IS BELOW EXISTING GRADE AT TIME OF DRILLING

Project #: 13-139 Scale: NTS
 Date: 05/07/2013 Checked By: DLL
 Project: Cove Avenue Bridge Repairs
 Location: Escambia County, Florida



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6064

County Administrator's Report 12. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Contract Award for PD 13-14.027, Design Services for CR99A (Arthur Brown Rd.) at Little Pine Barren Creek, Bridge No. 480117

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Design Services for CR99A (Arthur Brown Rd) at Little Pine Barren Creek, Bridge No. 480117 - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the County Administrator to sign the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and Rebol-Battle & Associates, LLC, per the terms and conditions of PD 13-14.027, Design Services for CR99A (Arthur Brown Rd) at Little Pine Barren Creek, Bridge No. 480117, for a base lump sum amount of \$92,682.12, and optional services of \$5,607.08, as detailed in the Fee Proposal, Task 7, describing Attend Pre-con Conference, Prepare As-builts, and Attend Site Meetings, for a total of \$98,289.20.

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project Number13EN2188]

BACKGROUND:

Request for Letters of Interest, PD 13-14.027, Design Services for CR99a (Arthur Brown Rd) at Little Pine Barren Creek Bridge NO. 480117, were publicly noticed on Tuesday, February 25, 2014 to 72 known firms. Responses were received from 6 firms on Tuesday, March 11, 2014. Rebol-Battle & Associates, LLC was selected based on their qualifications, unique approach taken to constructing the bridge.

BUDGETARY IMPACT:

Funding: Fund 352, "LOST III", Cost Center 210107, Object Code 56301, Project Number13EN2188

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Contract Exhibits

Agreement

Scope of Work

Project Understanding / Approach / Scope Clarification

ESCAMBIA COUNTY – Engineering Department

Design Services for CR99A – Arthur Brown Road – Bridge 480177

Rebol-Battle & Associates proposes to provide engineering/surveying services and coordinate geotechnical, structural, permitting, and environmental services to develop final bridge construction plans for the CR99A – Arthur Brown Road Bridge 480177.

This document will serve as clarification to the Scope of Service contained in the County's PD 13-14.027

PHASE I – Basic Services (Data Collection, Plan Preparation, Permitting)

The following is a summary of the tasks as noted on the spreadsheet proposal.

Task 1: Initial Coordination and Data Collection

This task would include the project Kickoff Meeting as well as numerous coordination meetings during the course of this phase of the project. This task would also include field investigations such as site visits to confirm physical constraints, ROW limitations, pavement failures, bridge approaches and bridge tie-in, etc. In addition we would delineate the wetlands and perform geotechnical investigations as required as part this task. The Surveying scope will include the ROW, topographic, utility location and control for the bridge replacement. The surveying services will be performed in accordance with Chapter 61G17-6, Florida Administrative Code and based on State Plane Coordinates, NAD 83/90, North Florida Zone.

Task 2 through 4 : 30%, 90% and Final Plan Preparation

At the completion of data collection task, the 30% through Final construction plans will be developed. These plans will include plan and profile views, approach design, miscellaneous details, notes, cross-sections, drainage improvements, clear-zone improvements, maintenance of traffic, and bridge deck and abutment details. Cost estimate will also be provided.

Task 5: Permitting

This task will include coordination/pre-application meetings with the affected permitting agencies such as the Florida Department of Environmental Protection and Army Corp of Engineers. Refer to Wetland Science's scope as it relates wetland permitting for this task.

PHASE II – BIDDING SERVICES

The following is a summary of the tasks as noted on the spreadsheet proposal.

Task 6: Bid/Construction Documents

Scope for this task includes assisting the County during the bidding process. We will prepare the bid schedule, bidding plans, project summary etc. We will also attend the pre-bid and bid opening and address bidder's questions during the bidding process and assist with addenda.

Exhibit "A"

PHASE III – ALLOWANCES (Limited Construction admin. and Observation)

This task includes any construction administration and observations as may be required or requested by County staff. Items included include pre-construction conference, response to contractors RFI, shop drawing review, permit certifications, as-built drawings, etc. **Joe Dereuil & Associates will bill RBA directly for any services included in the allowances.**



REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors

April 14, 2014

Mr. Paul R. Nobles, CPPO, CPPB, FCCM, FCN, FCPM
Purchasing Coordinator
Escambia County, Florida
Board of County Commissioners

**RE: Project Schedule for CR99A – Arthur Brown Road – Bridge 480177
Project Number PD 13-14.027
RBA Project No. 2014.062**

Dear Paul:

Our anticipated schedule for the above referenced project is as follows:

Phase 1 - Basic Services (Data Collection, Plan Prep, Permitting)

- Task 1 – Data Collection..... 30 days from Notice to Proceed
- Task 2 – 30% Plans Preparation 45 days after Task 1
- Task 3 – 90% Plans Preparation 45 days after Task 2
- Task 4 – Final Plans Preparation 30 days after Task 3
- Task 5 – Permitting 150 days from Notice to Proceed*

* Time frame may vary due to ACOE permitting backlog.

Phase 2 - Basic Services (Bidding Estimates)

- Task 6 – Bidding Assistance..... 60 days after Task 5

Phase 3 - Allowances (Limited Construction Administration and Inspection)

- Task 7 – Allowances..... 210 days after Task 6

Assuming the contract (Notice to Proceed) is issued on May 15th. The schedule would look as follows:

- May 15 – June 14 - Task 1 – Data Collection
- June 15 – July 30 – Task 2 - 30% Plans Preparation
- July 31 – September 14 – Task 3 – 90% Plans Preparation
- September 15 – October 14 – Task 4 – Final Plans Preparation
- May 15 – October 14 – Task 5 - Permitting
- October 15 – December 13 – Task 6 - Bidding
- December 14 – July 14 – Construction and Project Close-out

Sincerely,
REBOL•BATTLE & ASSOCIATES, LLC

Paul A. Battle, PE



REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors

April 14, 2014

Mr. Paul R. Nobles, CPPO, CPPB, FCCM, FCN, FCPM
Purchasing Coordinator
Escambia County, Florida
Board of County Commissioners

RE: Design Services for CR99A – Arthur Brown Road – Bridge 480177
Project Number PD 13-14.027
RBA Project No. 2014.062

Dear Paul:

Rebol-Battle & Associates (RBA) thanks you for the opportunity to submit this proposal to provide professional engineering and permitting services for the above referenced project. The following proposed fees are based upon our understanding of the anticipated scope of work. The attached hourly fee breakdown and our sub-consultant fee proposals describe each Phase and Task in detail.

Phase 1 - Basic Services (Data Collection, Plan Prep, Permitting)

Task 1 – Initial Coordination and Data Collection	\$16,549.58
Task 2 – 30% Plans Preparation	\$34,315.70
Task 3 – 90% Plans Preparation	\$23,035.54
Task 4 – Final Plans Preparation	\$12,344.58
Task 5 – Permitting	\$2,842.60

Phase 2 - Basic Services (Bidding Estimates)

Task 6 – Bidding Assistance.....	\$3,594.12
----------------------------------	------------

Total Basic Fee (Phase 1 & 2): \$92,682.12

Phase 3 - Allowances (Limited Construction Administration and Inspection)

Task 7 – Allowances	\$5,607.08
---------------------------	------------

Total Allowances: \$5,607.08

Total Estimated Fee (Basic & Allowances): \$98,289.20

As we know the importance of this project, we will begin work immediately upon receiving County approval. If you have any questions, please feel free to call our office.

Sincerely,
REBOL•BATTLE & ASSOCIATES, LLC

Paul A. Battle, PE

Exhibit "C"

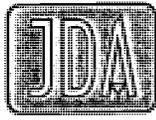
PD-13-14.027 - Design Services for CR99A (Arthur Brown Rd) at Little Pine Barren Creek Bridge No. 480177

Engineering and Surveying Proposal

DESCRIPTION	P.M. \$121.78	P.E. \$107.20	D.E. \$74.43	P.S.M. \$95.00	Survey Crew \$125.00	CADD \$64.94	INSP \$56.83	CLERICAL \$40.0	SUB-CONSULTANTS	PRIMES BASIC FEE
PHASE I: BASIC SERVICES (Data Collection, Plan Prep, Permitting)										
TASK 1 - INITIAL COORDINATION AND DATA COLLECTION										
Kickoff Meeting and Project Coordination Meeting	3	5						1		\$941.34
Utility Coordination Meetings for Total Design Period	4	4	8			4		1		\$1,811.12
Background Data Collection from County, Utility Companies, Etc.	1	6				5		2		\$1,169.68
Field Surveying	2			8	32	12				\$5,782.84
Geotechnical Investigation and Report	2	6							\$4,250.00	\$886.76
Environmental Consulting (Wetland Flagging and Agency Coordination)	2	2				2		2	\$1,040.00	\$667.84
TASK 1 =									\$5,290.00	\$11,259.58
TASK 2 - 30% PLANS PREPARATION										
Project Coordination Meetings With Client	4	8								\$1,344.72
Prepare Preliminary Hydraulic Analysis (bridge opening - 25 year storm)	4	20				4		1		\$2,930.88
Prepare Preliminary Scour Analysis (100 and 500 Year)	4	6	6			4		1		\$1,876.66
Prepare and Submit 30% Design Plans	4	12	16			16		4	\$24,000.00	\$4,163.44
TASK 2 =									\$24,000.00	\$10,315.70
TASK 3- 90% PLANS PREPARATION										
Project Coordination Meetings With Client	2	2								\$457.96
Review and Address 30% County Comments	2	4	4							\$970.08
Prepare and Submit 90% Design Plans	2	8	12			12		4	\$18,000.00	\$2,933.60
Prepare 90% Cost Estimate	1	2	4					1		\$673.90
TASK 3 =									\$18,000.00	\$5,035.54
TASK 4- FINAL PLANS PREPARATION										
Project Coordination Meetings With Client	1	1								\$228.98
Review and Address 90% County and 3rd Party Review Comments	2	4	4							\$970.08
Finalize Hydraulic Analysis (bridge opening - 25 year storm)	1	4	4			2		2		\$1,058.18
Finalize Scour Analysis (100 and 500 Year)	1	4	4			2		2		\$1,058.18
Prepare and Submit Final Design and Specification Plans	2	4	8			8		4	\$6,664.00	\$1,947.32
Prepare Final Cost Estimate	1	1	2					1		\$417.84
TASK 4 =									\$6,664.00	\$5,680.58
TASK 5 - PERMITTING										
FDEP / ACOE Wetland Permitting	2	2				6		2	\$1,495.00	\$927.60
FDEP / ACOE Wetland Permitting Fee									\$420.00	\$0.00
TASK 5 =									\$1,915.00	\$927.60

Exhibit "C"

DESCRIPTION	P.M. \$121.78	P.E. \$107.20	D.E. \$74.43	P.S.M. \$95.00	Survey Crew \$125.00	CADD \$64.94	INSP \$56.83	CLERICAL \$40.00	SUB-CONSULTANTS	PRIME'S BASIC FEE
PHASE 2: BASIC SERVICES (Bidding Estimates)										
TASK 6 - BIDDING ASSISTANCE										
Prepare Bid Documents	2	8						1		\$1,141.16
Attend Pre-Bid Conference	2	2								\$457.96
Address Bidder's Concerns and Issue Addenda	2	6				4		4		\$1,306.52
Attend Bid Opening	1									\$121.78
Evaluate Bids and Generate Bid Tabulation	1	1	4					1		\$566.70
									TASK 5 =	\$0.00
									TOTAL BASIC FEES	\$55,869.00
										\$36,813.12
PHASE 3: ALLOWANCES (Limited Construction Administration and Inspection)										
TASK 7 - ALLOWANCES										
Attend Pre-con Conference	4	4								\$915.92
Prepare As-builts	2	6	4			8				\$1,704.00
Attend Site Meetings	8	16	4							\$2,987.16
									ALLOWANCE TOTAL =	\$5,607.08
									Total Basic Prime Consultant Fees	\$36,813.12
									Total Basic Subconsultant Fees	\$55,869.00
									Total Basic Fees	\$92,682.12
									Total Allowances	\$5,607.08
									GRAND TOTAL =	\$98,289.20



JOE DEREUIL ASSOCIATES, LLC
STRUCTURAL ENGINEERS

April 10, 2014 (REV. 1)

Emailed to: paulb@rebol-battle.com

Paul Battle
Rebol Battle & Associates
2301 North 9th Avenue
Pensacola FL 32503-3950

Re: Structural Engineering Services Proposal - CR99A (Arthur Brown Rd) At Little Pine Barren Creek, Bridge No. 480117

Dear Paul:

We are pleased to submit our proposal for structural engineering services on the above referenced project.

As currently programmed, we understand the project to consist of replacing the existing timber bridge on CR99A (Arthur Brown Road) at Little Pine Barren Creek, Bridge No. 480117. The replacement bridge will utilize a cast in place (CIP) concrete flat slab for geometric flexibility and durability. The substructure will be reinforced concrete bents with 18" square prestressed concrete piles or a combination of prestressed concrete piles and Geosynthetic Reinforced Soil (GRS) abutment system. Cast in Place concrete pile caps are anticipated.

1) BASIC SERVICES

Our basic structural engineering services include the following:

1. Prepare working drawings and specifications
 - a. 30% Submittal
 - b. 90% Submittal
 - c. Final Submittal
2. Pre-bid Meeting and Review Meetings
3. Review shop drawings and test reports
4. Be available to answer questions which may arise during construction with regard to the structural plans and specifications
5. Jobsite Observations are not included under Basic Services.

For basic services we propose a fee of **\$48,664.00**. This fee includes all expenses for the project as described above.

See below for Jobsite Observation hourly rates.

We propose monthly payment in proportion to services performed such that the compensation received for our basic services shall be equal to the above schedule of payments at the time of completion of each milestone.

Exhibit "C"

CR99A (Arthur Brown Rd) At Little Pine Barren Creek, Bridge No. 480117
April 10, 2014 (REV. 1)
Proposal
p. 2 of 3

Joe DeReuil Associates, LLC
Structural Engineering Fee

II) JOBSITE OBSERVATIONS, INSPECTIONS AND ADDITIONAL MEETINGS AFTER START OF CONSTRUCTION

All Jobsite observations, Inspections and Meetings after start of Construction will be billed hourly according to the following hourly rates:

Principal:	\$150.00 per hour
Engineer:	\$130.00 per hour

III) ADDITIONAL SERVICES

For additional services that may be required we propose the following hourly rates:

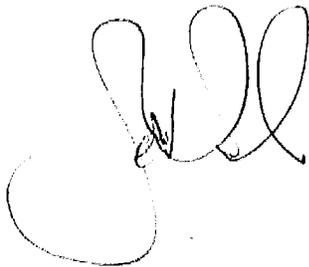
Principal	\$150.00 per hour
Engineer:	\$130.00 per hour
Draftsman/CAD Operator:	\$ 80.00 per hour
Administrative:	\$ 60.00 per hour

See attached Exhibit "A" for a list of Additional Services.

If this proposal meets your approval, please sign where noted below, and return a copy to our office to serve as our authorization.

Please let us know your proposed project schedule. Thank you for considering us for this project. We look forward to working with you.

Very truly yours,



JOE DeREUIL ASSOCIATES, LLC
Joe DeReuil, PE
Principal

ACCEPTED BY: _____ DATE: _____

Exhibit "C"

CR99A (Arthur Brown Rd) At Little Pine Barren Creek, Bridge No. 480117
April 10, 2014 (REV. 1)
Proposal
p. 3 of 3

Joe DeReuil Associates, LLC
Structural Engineering Fee

EXHIBIT "A"
CR99A (Arthur Brown Rd) At Little Pine Barren Creek, Bridge No. 480117
ADDITIONAL SERVICES

Unless noted otherwise in the proposal, services related to the following are not included under basic services:

1. Phasing of construction is not included in this proposal. Based on request for letters of interest by Escambia County, this portion of the road will be closed during construction and a detour will be used in lieu of phasing the construction.
2. Design of non-structural elements and their attachments, except for the design of the primary structural frame to support them. This includes exterior cladding systems, handrails, guardrails, lights, electrical boxes, etc.
3. Design of site elements outside the bridge footprint not itemized as part of basic services.
4. Structural redesign, at any phase, resulting from cost over-runs outside our control or revised instructions from the client.
5. Review and design of alternate or substitute systems proposed by the owner or contractor.
6. Remedial design work resulting from field conditions, which differ from those assumed during design.
7. Design of contractor's formwork, temporary bracing and other construction related items.
8. Remedial design work required by contractor's failure to comply with contract documents.
9. Meetings, jobsite observations and/or inspections after start of construction.

Exhibit "C"

PD-13-14.027 - Design Services for CR99A (Arthur Brown Rd) at Little Pine Barren Creek Bridge No. 480177

Engineering and Surveying Proposal

DESCRIPTION	P.E. \$110.00	CADD \$80.00	SUBCONSULTANT FEE
PHASE I: BASIC SERVICES (Data Collection, Plan Prep, Permitting)			
TASK 1 - DESIGN TASK			
Determine Number of design traffic lanes per roadway	0.5	0	\$55.00
Determine Bridge design span length	0.5	0	\$55.00
Determine Minimum Slab Depth	0.5	0	\$55.00
Figure Bridge Criteria	0.5	0	\$55.00
Figure Bridge Class Type	0.5	0	\$55.00
Define deflection criteria	0.5	0	\$55.00
Define required concrete cover for the slab	0.5	0	\$55.00
Define required concrete compressive strengths	0.5	0	\$55.00
Define bridge environment	0.5	0	\$55.00
Define future wearing surface loads	0.5	0	\$55.00
Determine requirement for sacrificial milling surface	0.5	0	\$55.00
Define seismic provisions	2.0	0	\$220.00
Define required seismic weights	4.0	0	\$440.00
Determine Modulus of elasticity for slab	0.5	0	\$55.00
Determine Modulus of elasticity for substructure	0.5	0	\$55.00
Determine Modulus of elasticity for piles	0.5	0	\$55.00
Define bridge length (short or long)	0.5	0	\$55.00
Choose Slab Thickness	1.0	0	\$110.00
Define temperature movement	1.0	0	\$110.00
Design required expansion joint size	2.0	0	\$220.00
Define Substructure Geometry	2.0	0	\$220.00
Determine Depth of intermediate bent cap	1.0	0	\$110.00
Determine Width of intermediate bent cap	1.0	0	\$110.00
Determine Length of intermediate bent cap	1.0	0	\$110.00
Determine Pile Embedment Depth	4.0	0	\$440.00
Determine Pile Size	4.0	0	\$440.00
Determine LRFD Load Combination Criteria	2.0	0	\$220.00
Determine Strength Based Combinations	1.0	0	\$110.00
Determine Service Based Combinations	1.0	0	\$110.00
Determine Fatigue Based Combinations	1.0	0	\$110.00
Run Dead Load Analysis	4.0	0	\$440.00
Perform Dead load influence line calculations	2.0	0	\$220.00
Analyze bridge deck using equivalent strip widths for slab-type bridges	4.0	0	\$440.00
Determine Strip Width	1.0	0	\$110.00
Modify longitudinal effects based on skew	0.5	0	\$55.00
Determine the live load moments and shears due to one HL-93 vehicle	6.0	0	\$660.00
Perform Live load influence line calculations for HL-93 Loading	8.0	0	\$880.00
Define Maximum Dead and Live Load Moments	4.0	0	\$440.00
Design Flat Slab Superstructure			
Positive Moment Region Design - Flexural Resistance [LRFD 5.7.3.2]	2.0		\$220.00
Negative Moment Region Design - Flexural Resistance [LRFD 5.7.3.2]	2.0		\$220.00
Determine Crack Control by Distribution Reinforcement [LRFD 5.7.3.4]	1.0		\$110.00
Determine Limits for Reinforcement [LRFD 5.7.3.3]	2.0		\$220.00
Determine Shrinkage and Temperature Reinforcement [LRFD 5.10.8.2]	1.0		\$110.00
Determine Distribution of Reinforcement [LRFD 5.14.4]	1.0		\$110.00
Design for Fatigue Limit State	2.0		\$220.00
Edge Beam Design			\$0.00
Determine Design Edge Beam Width	1.0		\$110.00
Determine Dead Load Moments	4.0		\$440.00
Determine Live Load Moments	6.0		\$660.00
Positive Moment Region Design - Flexural Resistance [LRFD 5.7.3.2]	2.0		\$220.00
Negative Moment Region Design - Flexural Resistance [LRFD 5.7.3.2]	2.0		\$220.00
Determine Crack Control by Distribution Reinforcement [LRFD 5.7.3.4]	1.0		\$110.00
Determine Limits for Reinforcement [LRFD 5.7.3.3]	2.0		\$220.00
Determine Shrinkage and Temperature Reinforcement [LRFD 5.10.8.2]	1.0		\$110.00
Determine Distribution of Reinforcement [LRFD 5.14.4]	1.0		\$110.00
Design for Fatigue Limit State	2.0		\$220.00
Expansion Joint Design			
Determine Temperature Movement	2.0		\$220.00
Determine Expansion Joint Type and Movement	2.0		\$220.00
Creep, Shrinkage and Temperature Design (SDG 6.4.2)	2.0		\$220.00
Temperature Change only @ 115% Design (SDG 6.4.2)	1.0		\$110.00
Temperature Adjustment for Field Placement of Joint	1.0		\$110.00
Reinforced Concrete Bent Design			
Determine Dead Loads	4.0		\$440.00
Determine Live Loads	6.0		\$660.00
Determine Bent Positive Moments	4.0		\$440.00
Positive Moment Region Design - Flexural Resistance [LRFD 5.7.3.2]	2.0		\$220.00
Determine Limits for Reinforcement [LRFD 5.7.3.3]	2.0		\$220.00
Determine Crack Control by Distribution Reinforcement [LRFD 5.7.3.4]	1.0		\$110.00
Determine Shrinkage and Temperature Reinforcement [LRFD 5.10.8.2]	2.0		\$220.00
Mass Concrete Provisions	1.0		\$110.00
Determine Bent Negative Moments	4.0		\$440.00
Negative Moment Region Design - Flexural Resistance [LRFD 5.7.3.2]	2.0		\$220.00

Exhibit "C"

Determine Limits for Reinforcement [LRFD 5.7.3.3]	2.0	\$220.00
Determine Crack Control by Distribution Reinforcement [LRFD 5.7.3.4]	1.0	\$110.00
Determine Bent Shear Design	2.0	\$220.00
Determine Nominal Shear Resistance	2.0	\$220.00
Determine Transverse Reinforcement	2.0	\$220.00
Pile and Pilecap Design		
Determine Scour Depth	34.0	\$3,740.00
Determine Pile Vertical Load	6.0	\$660.00
Verify Required Pile Size per FDOT load limits	6.0	\$660.00
Design Pilecaps	6.0	\$660.00
Determine Lateral Loads		
Determine Lateral Loads	14.0	\$1,540.00
Verify Required Pile Size and reinforcing for lateral loads	14.0	\$1,540.00
Verify required pile embedment for lateral loads	4.0	\$440.00
Design Pilecaps for Lateral Loads	5.0	\$550.00
GRS Wall and Abutment Design		
Determine if GRS system is applicable for this project based on stream flow	8.0	\$880.00
Design GRS Wall and Abutment System	30.0	\$3,300.00
Prepare Design Specifications	22.0	\$2,420.00
Attend Pre-bid and Review Meetings (Engineer of Record and Designer)	14.0	\$1,540.00
Wingwall Designs (As Required)	14.0	\$1,540.00
Total Design Task Hours		
	320	\$35,200.00
Calculation Verification and Back-check (20% of original calculation time)	64	\$7,040.00
TASK 1 = 384 \$42,240.00		
TASK 2 - DRAFTING TASK		
General Roadway Layout Plan	3.0	\$240.00
General Bent Layout Plan	2.0	\$160.00
General Foundation/Pile Layout Plan	4.0	\$320.00
General Bridge Reinforcement Plan	4.0	\$320.00
Typical Bridge Cross Sections	4.0	\$320.00
Typical Bent Cross Sections and Elevations	2.0	\$160.00
Typical Pile Details, Sections and Elevations	2.0	\$160.00
Abutment Details	4.0	\$320.00
Pilecap Details	5.0	\$400.00
Approach Slab Details	4.0	\$320.00
Provide and coordinate typical FDOT Details	2.0	\$160.00
Reinforcement Layout Details for Slab Superstructure	4.0	\$320.00
General Notes	2.0	\$160.00
Design Load Summary Sheet	2.0	\$160.00
Expansion Joint Details	2.0	\$160.00
Wingwall Details (As Required)	4.0	\$320.00
Prepare 30% Plans for Submittal	6.0	\$480.00
Prepare 90% Plans for Submittal	6.0	\$480.00
Prepare Final Plans for Submittal	3.0	\$240.00
GRS Wall and Abutment Details (As Required)	8.0	\$640.00
Total Drafting Task Hours		
	73.0	\$5,840.00
Design Drawing Quality Control (10% of original drafting time)	7.3	\$584.00
TASK 2= 80 \$6,424.00		
TOTAL BASIC FEES \$48,664.00		



April 8, 2014

Paul Battle, P.E.
Rebot Battle
2301 N 9th Ave
Pensacola, Fl 32503

**Re: Escambia County CR99A (Arthur Brown Rd) at Little Pine Barren Creek
WSI Project #2014-090**

Dear Mr. Battle

This proposal is in response to the pending contract negotiations between Escambia County and Rebol Battle to develop construction plans for the bridge replacement of CR99 over Little Pine Barren Creek - Bridge No. 480117. Wetland Sciences, Inc. scope of services includes environmental resource permitting.

Based on our understanding of the project, the project will require authorizations from both the Department of the Army Corps of Engineers and Florida Department of Environmental Protection.

Activities to be performed for the Scope of Work are broken into two tasks to include fieldwork, preparation of Joint Environmental Resource Permit with agency negotiations ultimately leading to the approval of the proposed bridge improvements as described above. Our staff hours are provided in the attached spreadsheet. These are based on the FDOT staff hour forms and guidelines. In our opinion, the project will be a typical low range project and our staff hours are based on this assumption.

TASK 1 – FIELD WORK

1. A jurisdictional determination of all wetlands regulated under *Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act* in accordance with the Corps of Engineers Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0) and pursuant to *62-340, Florida Administrative Code* in accordance with the Florida Department of Environment Protection Wetland Delineation Manual. The wetland boundary will be identified in the field by progressively locating points along the upland/wetland boundary at 25-50-ft. intervals or corresponding with directional changes with the boundary.
2. Jurisdictional determinations following the U.S. Supreme Court Decision *In Rapanos v. United States* and the U.S. Army Corps of Engineers Jurisdictional Determination Form Instructional Guidebook require a significant nexus determination (SNX) for non-navigable, non relatively permanent waters (non-RPW), wetlands adjacent to such tributaries and wetlands not directly abutting non-navigable but relatively permanent waters (RPW) before asserting jurisdiction
3. Review land uses and vegetation types, as well as those citing habitat preferences for rare, threatened and species of special concern, and identify any specific areas within the project area that could possibly support listed species. The study will be based on a Land Use, Cover and Forms Classification System (FLUCFCS) and will focus on habitats that could potentially support state or federally listed species or species of special concern. Surveys will be based on visual and audible detection methodologies as outlined within the FGFWFC manual entitled, *Wildlife Methodology Guidelines for Section 18.D of the Application for Development Approval, 1988.*

TASK 2 – APPLICATION PREPARATION AND AGENCY NEGOTIATIONS

Wetland Sciences, Inc. will work with the design engineer to prepare and submit Joint Environmental Resource Permit applications for the proposed scope of work. The following is a brief summary of our proposed action plan:

Exhibit "C"

State of Florida

The activity should qualify under the General Permit to Counties and Municipalities for Minor Bridge Alteration, Replacement, Maintenance, and Operation, 62-341.443 *Florida Administrative Code*. Wetland Sciences, Inc. will prepare a notice of intent to use the noticed general permit by submitting and completing Form 62-346.900(2), "Notice of Intent to Conduct a Noticed General Permit in Northwest Florida".

State is required by statute to verify coverage via the noticed general permit within 30-days after receipt of a complete application. Noticed general permit fee is \$250. If for some reason the activity does not qualify for a noticed general permit then we would pursue an individual permit. This process would take additional time (State is required to issue individual permits within 60-days after receipt of a complete application) and permit fees (individual permit requires \$420 permit fee).

Federal

The activity should qualify under the Nationwide Permit #14 Program. This program authorizes activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g. roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States.

Both the State noticed general permit and Federal nationwide permit program authorize the discharge of up to ½ acre of non-tidal regulated wetlands. Impacts greater than ½ acre will require an individual permit. The exact form of authorization will be determined during the design process.

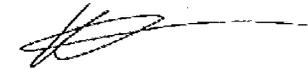
SUMMARY

Wetland Sciences, Inc. will coordinate with both state and federal resource agencies and provide information necessary leading to the issuance of the requisite permits. Fees will be billed on our Environmental Scientist hourly rate of \$65/hour. Staff hours are estimated at 39.

Be advised – this proposal assumes that the replacement structure will be located in the same footprint as the existing bridge and no new wetland impacts are incurred. Increases in the footprint of project may incur additional wetland impacts and thus trigger wetland mitigation requirements. This scenario is not contemplated in our proposal.

This concludes our response. Let me know if you need any additional information.

Respectfully,
Wetland Sciences, Inc.

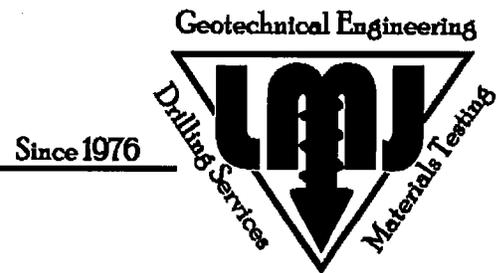


Keith Johnson
Environmental Scientist

Exhibit "C"

Project Activity 8: Environmental Permits, Compliance and Clearances

Task No.	TASK	Units	Staff Hours	Basis for Staff Hour Range
ENVIRONMENTAL PERMITS, COMPLIANCES AND CLEARANCES				
	Preliminary Project Research	LS	2	Data Gathering from relevant sources including design studies, county, local agencies, WMD, ACOE, etc.
PERMITS				
	Field Work			
	Establish Wetland Jurisdictional Lines and Assessments	LS	4	Includes determination of wetland lines for alignment. Includes completion of the involved agencies' wetland assessment program(s) and associated field forms.
	Species Surveys	LS	2	Conduct Wildlife Field Surveys as necessary, including Threatened & Endangered Species (T&E) surveys. For most low and mid range projects this activity can be accomplished in conjunction with the Wetland survey. When a separate Species or Wildlife survey
	Agency Verification of Wetland Data	LS	8	Agency verification of wetland data, including all field work, identified in Task 8.3.
Complete and Submit All Required Permit Applications				
	Complete and Submit All Required Wetland Permit Applications	LS	21	Includes completion of application, relevant minor attachments (i.e. project location map, aerials, affidavit of ownership, pictures, additional technical analysis, etc.), and cover letter with project description as well as completion of applicable forms
	Coordination	LS	2	Includes all non-field interagency and Departmental coordination during the initial (i.e., preliminary meetings prior to submittal) and final design phases. Must provide adequate notification of all meetings and a copy of meeting minutes to District Perm
Environmental Permits , Compliances and Clearances Total			39	



April 8, 2014 (*Revised 4-9-14*)

Mr. Paul Battle, PE
Rebol-Battle & Associates
2301 North 9th Avenue, Suite 300
Pensacola, Florida 32503

**SUBJECT: Geotechnical Evaluation Proposal
CR 99A (Arthur Brown Rd) at Little Pine Barren Creek
Escambia County, Florida**

Dear Paul:

Larry M. Jacobs & Associates, Inc. (LMJ) sincerely appreciates the opportunity to submit the following proposal for providing a geotechnical evaluation for the subject project. We performed the preliminary geotechnical exploration for this project and will use this data to provide recommendations for earthwork and bridge foundation design. The following sections outline our recommended scope of services, a cost estimate for providing these services, and the proposed terms and conditions.

PROJECT AND SITE DESCRIPTION

The project site is the bridge on CR99A located approximately 0.65 miles north of CR97 in Escambia County, Florida. According to the provided information, the existing bridge has a 75.8-foot span. We understand that the county proposes to replace the existing bridge with a 102-foot long bridge founded on piling. GRS-IBS structures are being considered for the abutments.

PROPOSED SCOPE OF SERVICES

A professional geotechnical engineer licensed in the state of Florida will manage the project, and the results of the exploration will be presented in a Geotechnical Report that will address the following:

- ▼ Existing site characteristics.
- ▼ Exploration, testing, and sampling methods.
- ▼ Subsurface soils encountered and soil classifications, as well as depth to groundwater.
- ▼ A discussion of laboratory test results.
- ▼ Site preparation recommendations including subgrade preparation, removal of unsuitable materials if applicable, recommended compaction requirements, etc.
- ▼ Bridge foundation recommendations including recommendations for piles.
- ▼ GRS-IBS recommendations including recommended unit weights and friction angles. Global stability of a GRS structure will also be evaluated.

ESTIMATED COST

LMJ proposes to provide the noted services for a lump sum cost of **\$4,250.00**. If such conditions are encountered that may cause the cost of the exploration to exceed the budget figure, we will notify the client and obtain approval for the additional work before proceeding.

AUTHORIZATION

To authorize us to proceed with this project, please complete, sign, and return a copy of the attached **Agreement for Professional Services (Figure #1)** to our office. If the authorization for this work is faxed or emailed to initiate the work, the original signed authorization is needed for our records, which can be forwarded by return mail.

Geotechnical Evaluation Proposal
CR 99A (Arthur Brown Rd) at Little Pine Barren Creek
April 8, 2014 (*Revised 4-9-14*)



LMJ appreciates the opportunity to present you with this proposal, and we look forward to working with you on this project. If you have any questions or comments, please call us at your convenience.

Respectfully Yours,

LARRY M. JACOBS & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Keith V. Jacobs', written over a horizontal line.

Keith V. Jacobs, PE
Principal Engineer

Attachments

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

Rebol-Battle & Associates, LLC

**PD 13-14.027, Design Services for CR99A (Arthur Brown Rd.) at Little Pine Barren
Creek Bridge No., 480117**

**FORM G: CONSULTING SERVICES FOR STAND-ALONE
PROJECTS**

(Revised July 11, 2013)

TABLE OF CONTENTS

Agreement Declarations		PAGE
ARTICLE 1	Definitions and Identifications	3
ARTICLE 2	Preamble	4
ARTICLE 3	Scope of Services	4
ARTICLE 4	Time for Performance	5
ARTICLE 5	Compensation and Method of Payment	6
ARTICLE 6	Additional Services and Changes in Scope of Services	7
ARTICLE 7	County's Responsibilities	8
ARTICLE 8	Consultant's Responsibilities	8
ARTICLE 9	General Conditions	9

AGREEMENT

THIS AGREEMENT is made and entered into this 29th day of April, 2014, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Rebol-Battle & Associates, LLC, a for-profit corporation authorized to transact business in the State of Florida, whose address is 2301 N. 9th Avenue, Suite 300, Pensacola, Florida 32503, and whose Federal tax identification number is 14-1880334 (hereinafter referred to as the "Consultant").

ARTICLE I **DEFINITIONS AND IDENTIFICATIONS**

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 **BOARD OF COUNTY COMMISSIONERS:** The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 **CONSULTANT:** Rebol-Battle & Associates, LLC is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 **CONTRACT ADMINISTRATOR:** Whenever the term "Contract Administrator" is used herein, it is intended to mean Mario Monreal, Engineering Project Coordinator, Public Works/Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 **CONTRACT SERVICES:** The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 **COUNTY:** Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 **LUMP SUM COMPENSATION:** Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 **NOTICE TO PROCEED:** A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 13-14.027, Design Services for CR99A (Arthur Brown Rd.) at Little Pine Barren Creek Bridge No., 480117.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 13-14 in the amount of Ninety Eight Thousand Two Hundred Eighty Nine Dollars and Twenty Cents (\$98,289.20) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 13-14.027, Design Services for CR99A (Arthur Brown Rd.) at Little Pine Barren Creek Bridge No., 480117, and as represented in the Consultant's Letter of Interest response to PD 13-14.027, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is \$864,061.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 **COMPENSATION:** The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. 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 described in Section 5.3, is to be paid as follows: A lump sum amount of Ninety Eight Thousand Two Hundred Eighty Nine Dollars and Twenty Cents (\$98,289.20). Final payment will be subject to approval by the Board of County Commissioners.

5.2 **FEE SCHEDULE:** The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 **DIRECT EXPENSES:** Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

- (a) Transportation expenses in connection with the Project.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

- (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

- (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., as amended.

5.5 NOTICES:

- (a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

- (b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a 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.

- (c) Payments and Notices to the Consultant shall be made to:

Rebol-Battle & Associates, LLC
2301 N. 9th AVenue, Suite 300
Pensacola, Florida 32503

- (d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

Mario Monreal,
Engineering Project Coordinator
Public Works/Engineering
3363 West Park Place
Pensacola, FL 32501

Larry Newsom
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 **QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions

as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 **CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:**

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 **OWNERSHIP OF DOCUMENTS:**

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant 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, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

- (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, as defined in Section 1.2, 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) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 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.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 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.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall

result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 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.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 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.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment

eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

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 its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Rebol-Battle & Associates, LLC, signing by and through its Paul Battle, Principal, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Larry M. Newsom, Interim County Administrator

Date: _____

BCC Approved: April 29, 2014

CONSULTANT:
Rebol-Battle & Associates, LLC, a Florida Corporation authorized to do business in the State of Florida.

By: _____
Paul Battle, Principal

Date: _____

Witness

Witness

ATTEST: Corporate Secretary

By: _____
Secretary

Scope of Work

Purpose

The Engineering Division of Escambia County Public Works Bureau requests construction plans be developed for the bridge replacement of CR99A (Arthur Brown Rd) at Little Pine Barren Creek Bridge No. 480117. A&E services shall provide construction plans, permitting, public involvement, bid documents, bid assistance, and limited project construction oversight. It is the intent of the county to replace the existing structure with a continuous flat slab concrete bridge with 18" square prestressed piles.. The A/E will be responsible for acquiring the certified Boundary and/or Topographic Survey that meets the current Minimum Technical Standards as defined by the applicable Florida Statutes.

Description of Work Activities

The consultants and/or its sub-consultants will perform the following activities in completing the construction plans:

Task 1: Data collection & review, Plan preparation, and Permitting:

- Attend 2 public meetings with residents to receive input from area residents regarding the structure replacement.
- Meet with Public Works Bureau staff for input and coordination.
- Provide any additional Geotechnical Reports on Soil Data (as needed)
- Coordinate with County Surveyor and staff for the collection of surveying data for project.
- Provide 30%, 60%, 90%, and final plans for each project phase for review by County.
- Provide for all required regulatory permitting, including permit fee allowances.
- Plans should be reproducible to 40 scale 11"x17" and 20 scale 24" X 36" sheets size plans.
- Utility Coordination and Plans-in-hand walk through with Utility companies at all phase submittals.
- Submit cost estimates via pricing agreement (preliminary at 60%, final draft at 90%, Final Pricing Agreement or Bid tab Sheet at 100%).

Task 2: Bidding Estimates:

- Prepare all bid documents through bidding process.
- Attend pre-bid meeting with Engineering and Purchasing Departments.
- Respond to all Request for Information and issue any necessary addendums.
- Tabulate bids or pricing agreement totals.

Task 3: Construction Administration & Inspections (Limited Allowance Based upon actual time):

- Consultant will attend a Preconstruction Conference.

- Consultant will prepare as-built certification based upon contractor mark-ups & post construction meetings and inspections.
- Consultant will be available on an as-needed basis during construction to address issues with design or any unforeseen construction issues and as needed to monitor construction and prepare as-built drawings. The County will inspect all construction Improvements. All limited inspections services provided by the consultant shall be established as an allowance.

Scope of Work for Survey Services

1. Surveying services necessary for the design of the project shall include, but not limited to, the following:
 - a) Five certified copies of the Topographical Survey that meets the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.
 - b) Minimum of two Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks shall not exceed 1000 feet.
 - c) Cross-section data intervals shall not exceed 100 feet. Where possible, topographical data shall exceed the right-of-way width by a minimum of 5 feet to ensure complete DTM coverage of right-of-way.
 - d) Road rights-of-way and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist.
 - e) Electronic files submitted shall be based on State Plane Coordinates, NAD 83/90, and North Florida Zone.

BRIDGE REPLACEMENT SCOPE

CR99A (Arthur Brown Rd) at Little Pine Barren Creek

Bridge No. 480117

(30.9047N, 87.4703W)



Escambia County, Florida

Public Works Department

Engineering Division

November 2013

TABLE OF CONTENTS

Item	Pages
Project Description and Location Information	3-6
Recommended Replacement Structure	6-7
Preliminary Cost Estimates	7
GSA Codes and Firms' Evaluations and Selection	8
Site Photos	9-13
Preliminary Bridge Plan and Elevation	14
Preliminary Estimate of Probable Cost	15
FEMA Map	16
Preliminary Calculations	17
Appendix – Preliminary Geotechnical Report	19

Project Description

The proposed project consists of replacing the existing timber bridge on CR99A (Arthur Brown Road) at Little Pine Barren Creek, Bridge No. 480117. This bridge is currently ranked number 25 on the County's Bridge Prioritization List. It has a Sufficiency Rating of 55.8 and a County Priority Rating of 19.91. The posted weight limit of 15 tons prevents many emergency vehicles from using this road which increases response times. The weight limit is also a problem for buses and commercial vehicles. This weight limit has been observed to be exceeded on numerous occasions. The existing bridge has the following characteristics:

1. Bridge Length: 75.80'
2. Bridge Width: 25.25'
3. Number of Spans: 5
4. Superstructure: Concrete Deck on Timber Beams
5. Substructure: Timber Pile Caps on Timber Piles
6. Abutments: Timber Back Wall and Wing walls along with steel sheet piling
7. Posted: 15 tons (15 tons maximum capacity)
8. Number of Lanes: 2
9. Width Between Curbs: 23.417'
10. Approach Roadway Width: 22.00'
11. Posted Speed Limit: 55 mph
12. Detour Length: 2 miles
13. Recent ADT: 708
14. Future ADT: 779
15. Truck Percentage: 38

Project Location

CR99A at Little Pine Barren Creek is located in Escambia County District 5 approximately 1 mile northeast of Ernest Ward Middle School. At the bridge site, the road has a south to north direction, but CR99A runs west to east across the County. For the purposes of this report, the bridge is considered to run from west to east. It is located at coordinates 30.9047N, 87.4703W (T5N R32W SEC32). The project limits will extend to the ends of the guardrail or as required to raise the roadway, approximately 100 feet north and south of the bridge. The overall project length is approximately 0.062 miles. The location of the project is shown on the Project Location Map.

CR99A (Arthur Brown Rd) at Little Pine Barren Creek
Bridge No. 480117



Project Location Map

Utilities

Table 1 indicates the utilities observed at the project site. Utilities and locations will be confirmed and coordinated during the bridge design process. The geotechnical 811 one-call ticket number is 119302889.

Table 1

Utility	Location (Approximate)
Overhead Electrical	North side 41' from centerline roadway.
Buried Communication Lines	North side 30' from centerline roadway, South side 27' from centerline roadway.
Conduit attached to bridge with unknown contents	North side

Driveways

There are no driveways within the project limits.

Right of Way

The Escambia County Property Appraiser shows an 80 foot right of way (R/W) along CR99A. The proposed bridge section will fit within the existing R/W. R/W purchase is not anticipated for this project.

Geotechnical

A preliminary geotechnical exploration for the proposed bridge replacement has been performed by Larry Jacobs and Associates (LMJ File # 13-139), dated June 13, 2013. The exploration included two soil borings as described in the attached report. Preliminary analysis indicates that 18" square prestressed concrete piles are suitable for the proposed bridge replacement.

Hydraulics

The bridge is located in a FEMA A flood zone with no elevations provided. There are no records of flooding problems at this bridge location. Perform a hydraulic analysis to confirm that the proposed bridge geometry provides adequate hydraulic opening for a 25 year design storm without increasing current backwater elevations. Based on the location within a sag vertical curve, the bridge can be raised without substantial increase in the roadway costs. Scour will be calculated for 100-year and 500-year storms. Bridge deck drainage can utilize scuppers and/or drain to ends. Open roadway ditches are located on the east side of the bridge and concrete lined ditches are located on the west side of the bridge. The concrete ditches show substantial accumulation of silt at the bottom.

Permitting

Wetland impacts are unavoidable and the wetland limits have been field located by Wetland Sciences. The project will fall under the requirements for the Noticed General Environmental Resource Permit and will not require an individual permit.

Recommended Replacement Structure

The recommended replacement bridge is a 96'-0" long, 43'-1" wide, 3-span continuous flat slab concrete bridge supported by 18" square prestressed concrete piles and utilizing spill-through abutments and rubble rip-rap slope protection.

Design Criteria

General Specifications: Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, (Current Edition) and supplements as amended.

Design Specifications:

- American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications (Current Edition) and approved interims as specified in the FDOT Structures Design Guidelines.
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook), Current Edition.

Bridge Geometry

The existing approach roadway contains 11'-0" travel lanes. No pedestrian or bicycle traffic has been observed using this bridge. Based on the design ADT = 779 vehicles per day and a design speed of 60 mph, the Florida Greenbook requires a minimum 11'-0" wide travel lanes. The Florida Greenbook also calls for 8'-0" shoulders for this rural location and design speed. Using the same design traffic volume, a roadway width of 32'-0" between barriers is required to avoid a reduction in the bridge sufficiency rating (SR). Because there is available R/W, it is recommended to use 2~12'-0" travel lanes and 8'-0" shoulders. Use a design speed limit of 60 mph. The cross-section will have a 2% slope each side of centerline, but the horizontal curve on the east end of the bridge may require that the superelevation transition terminate on the bridge. The bridge height will be raised as required to accommodate a wider superstructure while maintaining the existing minimum vertical clearance above the channel.

Superstructure

The superstructure will utilize a cast in place (CIP) concrete flat slab for geometric flexibility and durability. This bridge carries a high volume of truck traffic. Furthermore, a superelevation transition may be located at the east end. The CIP concrete structure provides the least long-term maintenance. A 3-span structure has been used in this report. If final design conditions require

shorter span lengths, increase the number of spans to five. Do not place a row of piles in the center of the channel.

Substructure

The substructure will utilize 18” square prestressed concrete piles and CIP concrete pile caps.

Approach Roadway

The approach roadway will be re-constructed to the longer of the limits required to raise the roadway, the limits of the guardrail, or 100 feet. Use 15 foot minimum long approach slabs at each end.

Traffic Control

There is a possible 2 mile detour route for this bridge and it is recommended that the road be closed for construction.

Preliminary Cost Estimates

Construction Costs:	\$775,061 (see spreadsheet)
Engineering Costs:	\$89,000
- Roadway -	\$20,000 (includes permit, utility coordination)
- Bridge Design -	\$48,000
- CA -	\$5,000
- Hydraulics -	\$5,000
- Geotechnical -	\$5,000 (additional borings)
- Survey -	\$6,000

Overall Allowable Budget: \$864,061

Funding Source

The total amount allocated by Escambia County in LOST III, FY 2013/2014 is \$864,061 for design and construction. The funding source available for design is:

Fund Code: 352 “LOST III”

Cost Center Account Code: 210107

Object Code: 56301

Project Number: 13EN2188

Desired Timelines

It is expected the timeline for this project will include 1 month for the survey, subsurface utility engineering and wetland delineation, 5 months for the design, 3 months for permitting, 3 months for bidding, and 6 months for construction; for a total timeline of 18 months.

GSA Codes

Anticipated Disciplines (Function Codes SF 330) for this project:

<u>Priority:</u>	<u>Code:</u>	<u>Description:</u>
Primary	12	Civil Engineer
	48	Project Manager
	57	Structural Engineer
Secondary	02	Administrative
	08	CADD Technician
	18	Cost Engineer/Estimator
	24	Environmental Scientists
	27	Foundation/Geotechnical Engineer
	38	Land Surveyor

Firms' (Design Team) Evaluations and Selection

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055, of the Florida Statutes. The selection committee shall consider such factors as follows:

1. As prescribed by FS 287.055(3)(d), Public Announcement and Qualification Procedures, is your firm or sub-consultant team a Disadvantage Business Enterprise (DBE)?	Yes or No
2. Have you ever been disqualified for a County, State, or Federal Contract?	Yes or No
3. Does your firm and/or sub-consultant team claim to be a Title VII of Equal Employment Opportunity (EEO) business and can you demonstrate compliance with Title VI civil rights requirements as outlined in 26 CFR Chapter 1, Part 230?	Yes or No
4. Can your firm respond in a timely manner, if the project requires you to perform a site visit, or attend an emergency meeting in an Escambia County within one hour?	Yes or No
5. Provide a minimum of two copies of Performance Records from Escambia County or other Governmental Agencies. If these cannot be provided, please explain why?	5 points
6. Corresponding with the specified GSA Code(s), describe your team's ability to perform services per the experience code(s) and scope of work identified above, please explain.	5 points
7. Does the firm have a clear understanding of the project and knowledge of the project area? Does the firm's design team have experience preparing basin studies, and/or providing stormwater modeling for Escambia County or other municipalities? Briefly explain.	5 points
8. Explain your design team's familiarity with wetland delineation and environmental permitting.	5 points

Bridge Replacement Scope: CR99A at Little Pine Barren Creek, Bridge No. 480117



North elevation.



South elevation.



Electrical substation east of bridge.



Looking west before bridge.



Looking east.



Looking west.



Northeast side.



Southeast side ditch.



Southwest side ditch.



Northwest side ditch.



Buried telephone both sides of road.



Buried telephone south side.



Channel looking north.

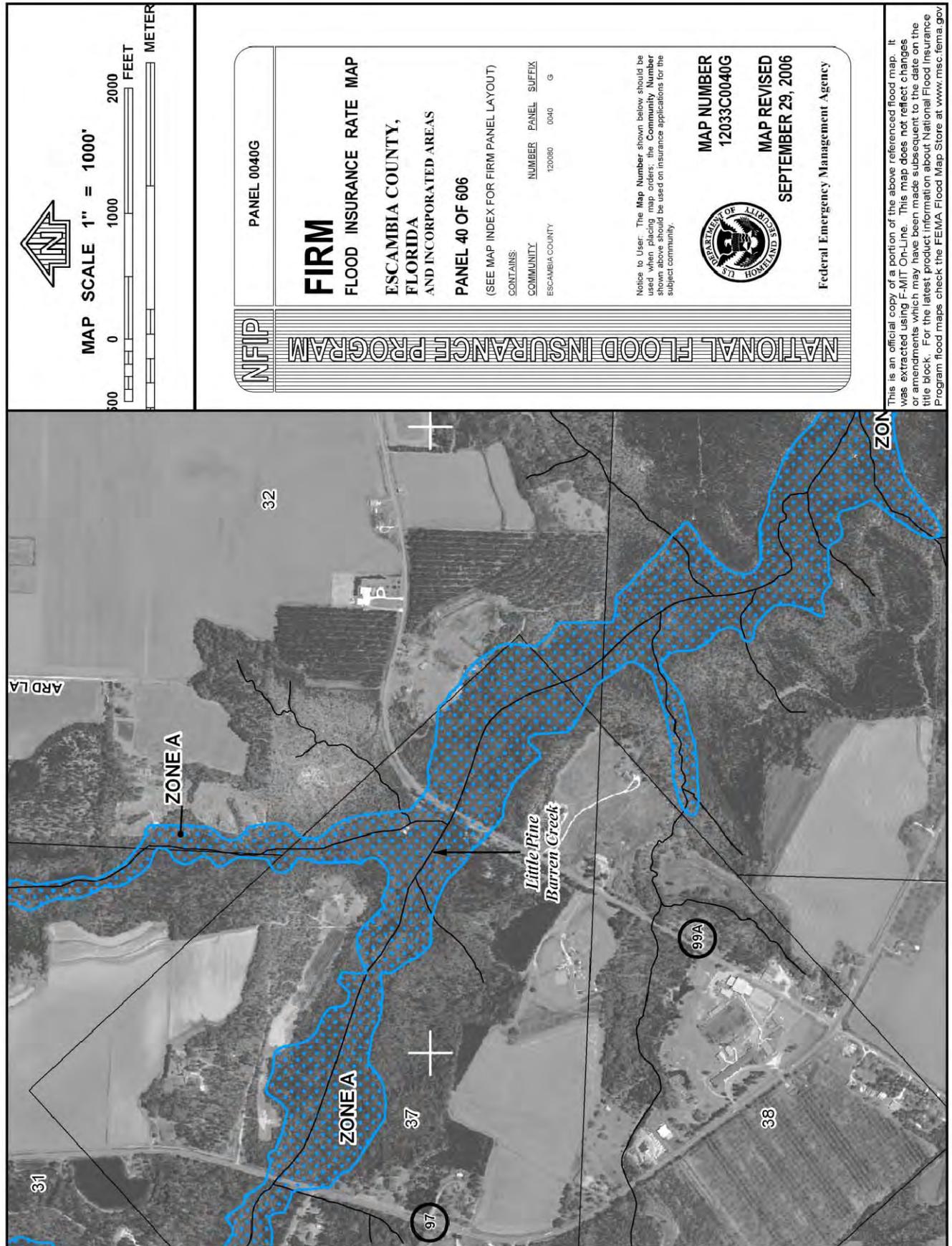


Channel looking south.

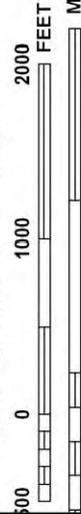


South side looking west.

ENGINEER'S ESTIMATE OF PROBABLE COST - PRELIMINARY BRIDGE REPORT						
August 2013						
CR99A at Little Pine Barren Creek						
Bridge No. 480117						
						
Item No.	Section #	Item Description - (ROADWAY)	Unit	Quantity	Unit Price	Total
1	02100-00100	Mobilization	LS	1	\$ 7,000.00	\$ 7,000.00
2	02100-00105	Demobilization	LS	1	\$ 3,000.00	\$ 3,000.00
3	07600-00113	Maintenance of Traffic	Day	183	\$ 8.00	\$ 1,464.00
4	07600-00102	Maintenance of Traffic - VMS Signs	Day	183	\$ 30.00	\$ 5,490.00
5	13300-00103	Sediment Barrier	LF	240	\$ 7.00	\$ 1,680.00
6	13300-00109	Hay Bales	EA	40	\$ 15.79	\$ 631.60
7	13300-00106	Floating Turbidity Barrier	LF	240	\$ 25.00	\$ 6,000.00
8	04100-00104	Fill - (Compacted in Place)	CY	600	\$ 15.00	\$ 9,000.00
9	04100-00101	Cut	CY	0	\$ 7.37	\$ -
10	03100-00101	Clearing and Grubbing	AC	0.5	\$ 8,000.00	\$ 4,000.00
11	06200-00103	6" Graded Aggregate Base	SY	750	\$ 14.50	\$ 10,875.00
12	06100-00106	12" Type-B Stabilized Subgrade and Shoulder	SY	500	\$ 5.26	\$ 2,630.00
13	05200-00105	2" County Spec 2500 Type SP 12.5 Asphalt	SY	750	\$ 14.02	\$ 10,515.00
14	13100-00115	Performance Turf (Seed and Mulch)	SY	1500	\$ 0.53	\$ 795.00
15	13100-00108	Performance Turf (Sod)	SY	1500	\$ 3.16	\$ 4,740.00
16	07300-00105	6" Yellow Solid	LF	320	\$ 0.88	\$ 281.60
17	-	Miscellaneous Utility Work - Owner to Relocate	LS	4	\$ -	\$ -
18	07800-00106	W beam Guardrail (Includes length of 4 End Anchorage)	LF	400	\$ 90.00	\$ 36,000.00
Roadway Sub Total						\$104,102.20
Item No.	Section #	Item Description - (BRIDGE)	Unit	Quantity	Unit Price	Total
1	08500-00105	Demolition of Existing Bridge	SY	213.00	\$ 50.00	\$ 10,650.00
2	400-4-4	Concrete Class IV (Superstructure)	CY	191.5	\$ 750.00	\$ 143,625.00
3	400-4-5	Concrete Class IV (Substructure)	CY	84.5	\$ 700.00	\$ 59,150.00
4	400-9	Bridge Deck Grooving & Planing, Deck 8.5" &>	SY	427	\$ 5.90	\$ 2,519.30
5	415-1-4	Reinforcing Steel - Superstructure	LB	42130	\$ 0.60	\$ 25,278.00
6	415-1-5	Reinforcing Steel - Substructure	LB	11830	\$ 0.90	\$ 10,647.00
7	455-34-3	Prestress Concrete Piling (18" Sq.) (Driven Plumb)	LF	1544	\$ 75.00	\$ 115,800.00
8	458-1-11	Bridge Deck Expansion Joint (New Const.-F&I) (Poured Joint with Backer Rod)	LF	86.2	\$ 24.12	\$ 2,079.14
9	521-5-1	Concrete Traffic Railing - Bridge (32" F-Shape)	LF	252	\$ 70.00	\$ 17,640.00
10	400-2-10	Concrete Class II (Approach Slabs)	CY	49.3	\$ 375.93	\$ 18,533.35
11	415-1-9	Reinforcing Steel - Approach Slabs	LB	10206	\$ 0.78	\$ 7,960.68
12	13200-00104	Rubble Rip Rap w/Geotextile (18" min depth) installed	TN	418	\$ 90.00	\$ 37,602.00
Sub Total						\$ 451,484.47
20% Increase for Construction over Water						\$ 90,296.89
Bridge Sub Total						\$541,781.37
Total						\$645,883.57
20% Contingency & Bond						\$129,176.71
Grand Total Cost						\$775,060.28



MAP SCALE 1" = 1000'



NFIP NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0040G

FIRM
 FLOOD INSURANCE RATE MAP
 ESCAMBIA COUNTY,
 FLORIDA
 AND INCORPORATED AREAS
PANEL 40 OF 606

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:
 COMMUNITY NUMBER: ESCAMBIA COUNTY 120080
 PANEL SUFFIX: 0040 G

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
 12033C0040G
 MAP REVISED
 SEPTEMBER 29, 2006

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

Bridge Replacement Scope: CR99A at Little Pine Barren Creek, Bridge No. 480117

Project:	Job No.	Designer:	Date:	Aug-13	Page:	1
CR99A at Little Pine Barren Creek		Checker:	Date:	Aug-13		
Preliminary Quantities for CIP Flat Slab Bent Bridge with Interior Pile Caps (NOT FOR CONSTRUCTION)						
Bridge Option: 3 Span CIP Flat Slab						
Overall Bridge Length =	96 ft		Super Clear =	2		
No. Spans =	3		Sub Ext Clear =	3		
.75 End Span L =	28.8		Sub Internal =	3		
Main Span .75 ends =	38.4	96	Lateral pile driving tolerance =	3 in		
Main Span Length Used =	32		Vertical pile driving tolerance =	1.5 in, above		
End Span =	32		Axial Alignment =	0.25 in per ft		
Overall Bridge Width =	43.08333 ft		Pile Size =	18 in		
Number Lanes =	2		Number Int Bent Piles =	7		
Overhang =	4 ft		Number End Bent Piles =	6		
Typ Pile Spacing =	5.847222 ft		Min cap width for piles (#8/#5) =	3.270833 ft, with CIP caps		
Typ Int Bent Pile Spacing Used =	6 ft	160.4 K	End Pile Cap Width =	3.5 ft		
Int Bent Overhang =	3.541665	159.3 K	End Pile Cap Depth =	4 ft		
Typ End Bent Pile Spacing Used =	7.25 ft	132.9 K	Cap Chamfer =	1.5 in		
End Bent Overhang =	3.416665 ft	124.9 K	Approach L on cap =	1.25 ft		
CL Bearing from bridge end =	1.020833 ft		End joint width =	1 in		
End Span Model L =	30.97917 ft					
4.6.2.3 Equivalent Strip for Moment and Shear			Model Reactions per Bent			
W1 =	30 ft		(CR99A 3 span 1.R3D)	End Bent	Int. Bent	
W2 =	43.08333 ft		Load	(K)	(K)	
L1 =	30.97917 ft		Uniform Unit Load	12.8	35.2	
(1) Lane Loaded, E =	13.25371 ft		Max Lane Loading (.64 k/ft)	9.22	24.57	
(2+) Lanes Loaded, E =	11.384 ft		Truck Back Axles (32k, 8k)	15.55	27.2	
Distribution Width, E =	11.384 ft, =	136.608 in	Tandem Back Axle (25k)	21.06	23.72	
Pedestrian Barrier W =	0 ft		Concrete W =	0.15 kcf		
Sidewalk W =	0 ft		Typical Slab t =	14.5 in		
Vehicle Barrier =	1.5 ft		Additional Wearing Surface t =	0.5 in		
Dist to vehicle loading =	1.5 ft, from edge		W uniform slab =	0.1875 ksf		
Pedestrian LL =	0 ksf		W vehicle barrier =	0.42 k/ft/barrier		
Sidewalk bridge loading =	0 k/ft/side		W pedestrian conc & bullet =	0 k/ft/barrier		
Dist Ped beyond outside pile P1 =	-2.04167 ft		W median barrier =	0 k/ft/barrier		
Dist Unif LL P2 to P1 =	8.041665 ft		Total barrier loading =	0.019497 ksf		
Dist Start Wheel loads from P1 =	-0.04166 ft		Unif DC =	0.206997 ksf		
Dist Start Wheel loads from P2 =	6.041665 ft		Interior Pile Cap Width =	3.5 ft		
Int Bent Unif LL (.64 k/ft) =	2.158292 k/ft		Interior Pile Cap Depth =	3 ft		
Pedestrian LL /side =	0 k/ft		Additional W unif along piles =	1.575 k/ft		
Truck Back Axle Unif Load =	2.389318 k/ft		Uniform DC along Int. cap =	8.861298 k/ft		
Tandem Back Axle Unif Load =	2.083626 k/ft		Total Utilities Loading =	1.2 k/ft		
Interior Bent Pile STR I Pile Reactions:			Uniform DW along Int. cap =	0.980426 k/ft		
Interior Pile:	DL+DW = 75.28356 k	Interior Bent	STR I DC + DW =	12.54726 k/ft		
Unif. LL =	22.66207 k	Pile Cap W:	Serv I DC + DW =	9.841724 k/ft		
Truck Back Axle =	25.08784 k	33.93 tons	Approach Slab L =	15 ft		
Tandem Back Axle =	21.87807 k		Approach Slab Concrete t =	12 in		
Truck Wheel Reactions =	37.33333 k	pile spacing < 16'	Approach Slab Asphalt t =	1.75 in		
Tandem Wheel Reactions =	29.16667 k		Asphalt Density =	0.147 kcf		
Total Interior Pile STR I Load =	160.3668 k	80.1834 Tons	Front Apron t =	0 in		
Outside Pile:	DL+DW = 88.04347 k		Front Apron h =	1.5 ft		
Unif LL =	20.35443 k		Wingwall t =	10 in		
Ped LL =	0 k		Wingwall h =	5.25 ft		
Truck Back Axles =	22.53319 k	pile spacing < 16'	Wingwall L =	9.5 ft		
Tandem Back Axles =	19.65027 k		Number of Wingwall Piles =	0 per end bent		
Truck Wheels =	28.38887 k		Wingwall footing t =	0 ft		
Tandem Wheels =	22.17881 k		Wingwall footing w =	3.5 ft		
Total Outside Pile STR I Load =	159.32 k	79.65998 Tons	Additional Approach Slab w =	1.286855 k/ft		
End Bent Pile STR I Pile Reactions:			Apron w =	0 k/ft		
Dist Ped beyond outside pile P1 =	-1.91667 ft	End Bent	Pile Cap w =	2.1 k/ft		
Dist Unif LL P2 to P1 =	9.166665 ft	Pile Cap W:	Barriers along approach w =	0.146228 k/ft		
Dist Start Wheel loads from P1 =	0.083335 ft	45.24 tons	Total End Bent Unif DC =	3.533084 k/ft		
Dist Start Wheel loads from P2 =	7.166665 ft	(cap only, no apron)	Outside Wingwall Point Load =	6.234375 k		
End Bent Unif LL (.64 k/ft) =	0.809909 k/ft		Uniform DC along End cap =	6.182647 k/ft		
Pedestrian LL /side =	0 k/ft		Uniform DW along End cap =	0.356518 k/ft		
Truck Back Axle Unif Load =	1.365952 k/ft		STR I DC + DW =	8.263086 k/ft		
Tandem Back Axle Unif Load =	1.849965 k/ft		Serv I DC + DW =	6.539165 k/ft		
Interior Pile:	DL+DW = 59.90737 k					
Unif. LL =	10.27571 k					
Truck Back Axle =	17.33052 k	pile spacing < 16'				
Tandem Back Axle =	23.47143 k					
Truck Wheel Reactions =	45.37931 k					
Tandem Wheel Reactions =	35.45259 k					
Total Interior Pile STR I Load =	132.8929 k	66.44646 Tons				
Outside Pile:	DL+DW = 70.61261 k					
Unif LL =	8.213509 k					
Ped LL =	0 k					
Truck Back Axles =	13.8525 k	pile spacing < 16'				
Tandem Back Axles =	18.76101 k					
Truck Wheels =	32.1839 k					
Tandem Wheels =	25.14367 k					
Total Outside Pile STR I Load =	124.8625 k	62.43126 Tons				

Bridge Replacement Scope: CR99A at Little Pine Barren Creek, Bridge No. 480117

Project:	Job No.	Designer:	Date:	Aug-13	Page:	2
CR99A at Little Pine Barren Creek		Checker:	Date:	Aug-13		
Preliminary Quantities for CIP Flat Slab Bent Bridge with Interior Pile Caps (NOT FOR CONSTRUCTION)						
Bridge Option: 3 Span CIP Flat Slab						
Preliminary Interior Bent Pile Data:						
Max Interior Pile STR I Pu =	160.37 k	80.18 tons/pile	Top of Pile Cap (min vert clear) EL. =	12 ft		
Max Interior Pile Pu + I =	180.97		Pile embedment into cap =	1 ft		
Pile Size =	18 in		Soil Boring Grade EL =	0 ft		
Top of Pile EL. =	10 ft		Scour Depth =	10 ft		
STR I Pile Tip EL. =	-60 ft	Max Pile Weight:	Dwndrag =	0 tons		
Lateral Stability Pile Embed Depth =	29 ft	11.81 tons	Phi, soil =	0.65		
Lateral Stability Pile Tip EL. =	-39 ft		Scour Load =	22 tons		
Minimum Pile Tip Elevation =	-60 ft		NBR =	157 tons	ok	
Total Required Pile Length =	70 ft	Total #= 14	SDG Limits, Pile Size	18	24	30
Buckling: Exposed Pile Length =	21.500 ft		Max NBR	300	450	600
lw =	0.4219 ft ⁴		Soil nh =	0.208 ksi/ft		
E pile =	4058.5 ksi		Pile f'c =	6 ksi		
Point of Fixity =	10.9237 ft	r = 5.4	K1 for conc E =	0.9		
Total Unbraced Column Length =	32.4237 ft		Buckling K =	1		
Kl/r =	72.05262		Phi conc compression =	0.75		
using avg K fixed/free head, βd =	0.49	Difference: 286.16	Axial loads only, Phi Pc =	467.1253 k	ok	
Preliminary End Bent Pile Data:						
Max End Bent STR I Pu =	132.89 k	66.45 tons/pile	Top of Pile Cap (min vert clear) EL. =	12 ft		
Max End Bent Pu + I =	153.59 k		Pile embedment into cap =	1 ft		
Pile Size =	18 in		Soil Boring Grade EL =	0 ft		
Top of Pile EL. =	9 ft		Scour Depth =	0 ft		
STR I Pile Tip EL. =	-38 ft		Dwndrag =	10 tons		
Lateral Stability Pile Embed Depth =	29 ft		Phi, soil =	0.65		
Lateral Stability Pile Tip EL. =	-29 ft		Scour Load =	0 tons		
Minimum Pile Tip Elevation =	-38 ft		NBR =	118 tons	ok	
Total Required Pile Length =	47 ft	Total #= 12	SDG Limits, Pile Size	18	24	30
Buckling: Exposed Pile Length =	8.500 ft		Max NBR	300	450	600
lw =	0.4219 ft ⁴		Soil nh =	0.208 ksi/ft		
E pile =	4058.5 ksi		Pile f'c =	6 ksi		
Point of Fixity =	10.9237 ft	r = 5.4	K1 for conc E =	0.9		
Total Unbraced Column Length =	19.4237 ft		Buckling K =	1		
Kl/r =	43.16373		Phi conc compression =	0.75		
using avg K fixed/free head, βd =	0.46		Axial loads only, Phi Pc =	1325.518 k	ok	
Preliminary Rubble Riprap:						
Riprap thickness =	2 ft	T/brm EL= 9.5	Length Beyond Wingwall =	5.5 ft		
Approximate grade EL toe slope =	5 ft, avg.	Deck EL= 13.25	Middle slope L =	10.06232 ft		
Top Berm W =	2 ft	S.G. = 2.3	Side slope L =	18.448 ft		
Bot Berm W =	10 ft	(1) Corner Area = 789.0032	Total A =	2911.219 ft ² /abut		
Area along front face =	987.2889	Beyond Wing A = 172.9618	Total Riprap Weight =	417.8 tons/abut		
Quantities:						
				Sum of lengths between deck gutter lines =	40 ft	
Bridge Option Description: 3 Span CIP Flat Slab					End	Interior
Bridge Details:		96 ft. long x 43.08333 ft. wide	3 spans, L':	32	32	
Pile Size =		18 in	No. Piles per Bent:	6	7	
Bridge Deck Area =		4136 SF	No. Interior Bents =	2		
Item Description	Unit	Quantity	Comments			
Superstructure Concrete	CY	191.5	Includes topping, haunch, and median across bridge			
Substructure Concrete	CY	84.5	Includes pile caps, apron, and wingwalls			
Approach Slab Concrete	CY	49.3	Includes both ends			
Bridge Floor Grooving and Planning	SY	427	Does not include any length on approaches or in sidewalks			
Reinf Steel (Superstructure)	LB	42130	Using	220 LB per CY		
Reinf Steel (Substructure)	LB	11830	Using	140 LB per CY		
Reinf Steel (Approach Slabs)	LB	10206	Using	207 LB per CY		
Concrete Piling Prestressed	LF	1544	Production piles, includes wingwall piles at same depth as end bent, all plumb			
Bridge Deck Expansion Joint	LF	86.16666				
Aluminum Bullet Railings, Single Rail	LF	0	Does not include length across approach slabs			
Concrete Traffic Railing (32" F)	LF	192	Does not include length across approach slabs			
Concrete Parapet	LF	0	Does not include length across approach slabs			

APPENDIX

Preliminary Geotechnical Report

June 13, 2013

Mr. Bart Hendricks, PE
Hatch Mott MacDonald
5111 North 12th Avenue
Pensacola, Florida 32504

**SUBJECT: Preliminary Geotechnical Exploration
Escambia County Bridge Repairs – CR 99A
Escambia County, Florida
LMJ File #: 13-139**

Dear Bart:

This report forwards the results of our preliminary geotechnical exploration for the proposed Escambia County Bridge Repair Project for **CR 99A** in Escambia County, Florida. The purpose of this exploration was to determine the general subsurface conditions in the proposed bridge area and use this information to provide parameters for bridge analysis and foundation design. Our exploration consisted of two Standard Penetration Test (SPT) borings, classification of the samples obtained in the field, laboratory testing of selected samples, and analysis by our engineering staff.

Project and Site Description: The project site is the bridge on CR99A located approximately 0.65 miles north of CR97 in Escambia County, Florida. According to the provided information, the existing bridge has a 75.8-foot span. We understand that the county proposes to replace the existing bridge with a 102-foot long bridge founded on piling. If this information changes or is incorrect, the geotechnical engineer should be notified, and changes to this letter may be needed.

Subsurface Exploration: To examine the general subsurface conditions in the proposed bridge area, we drilled two Standard Penetration Test (SPT) borings to a depth 91 feet below grade (labeled B-5 and B-6). The SPT consists of driving a 2-inch diameter split spoon sampler into the ground using a 140-pound hammer dropped 30 inches. The number of blows required to drive the sampler one foot after seating it 6 inches is referred to as the blow count or "N" value and is considered a measure of the relative density of soils. "N" values can be found in **Figure #1** adjacent to the soil descriptions. Five SPT samples were taken to a depth of eleven feet, and the borings were sampled at five-foot intervals thereafter. The SPT borings were drilled in general accordance with ASTM D1586 using a truck mounted drill rig, and the borings were advanced between SPT sampling using the "mud" jetting and/or rotary drilling technique and a Bentonite drilling mud. Each sample was removed from the sampler, classified in the field by the driller, and packaged for visual classification by our engineering staff and for laboratory testing.

Subsurface Conditions: Boring B-5 was located in the northbound lane 15 feet south of the abutment, and boring B-6 was located in the southbound lane 15 feet north of the abutment. The borings were located by measuring from existing features. The subsurface conditions encountered in the borings are shown in **Figure #1**, and descriptions of the soils encountered are accompanied by their Unified Classification symbol (SP, SM, etc.) based on a visual examination unless accompanied by



laboratory results. Boundaries between soil layers and soil depths should be considered approximate, since the actual transition between soil layers may be gradual. Following is a generalized summary of the conditions encountered in the test borings. A detailed description of the subsurface conditions encountered in the borings is included in **Figure #1**.

The borings encountered 3-4 inches of asphalt underlain by red, orange and tan medium dense silty sand and slightly silty sand to a depth of 4 feet over orange, tan and brown loose and medium dense slightly silty sand and silty sand to 13 feet. Thereafter, the borings encountered layers of primarily white, yellow and orange medium dense sand and slightly silty sand to approximately 74 feet. The B-5 sample from 34.5-36 feet was loose, and a layer of silty sand was encountered in B-5 from 58-64 feet. Boring B-6 encountered white, yellow and purple silty sand layers from 64-65 feet and 69-74 feet and a 6 inch seam of very stiff clay at 65 feet. Beginning at 74 feet, both borings encountered white, yellow and orange dense to very dense sand and slightly silty sand to the final boring depth of 91 feet.

Groundwater was encountered in the borings at the time of drilling at a depth of 5 feet. Groundwater levels will vary with rainfall and changes in site drainage characteristics and may be different at other times.

Laboratory Test Results: Laboratory testing consisted of a grainsize test, five wash #200 sieve tests and one natural moisture content test run on selected split spoon samples to assist in classification and to evaluate and document basic soil properties. The results of the laboratory tests are shown on the logs of boring (**Figure #1**) adjacent to the samples tested. A grainsize analysis test was performed on the 7-8.5 foot sample from boring B-4 to evaluate scour. The results of the grainsize test are attached as **Figure #3** and indicate a D_{50} of 0.37mm.

Basis of Discussion: The following discussion is based on assumed and/or design information available at the time of this report, the subsurface conditions encountered in the test borings, commonly accepted Geotechnical Engineering principles and practices, and our experience with similar soil/groundwater conditions. Regardless of the care exercised in performing a Geotechnical Exploration, the possibility always exists that soil and/or groundwater conditions between the test borings will differ from those encountered at the specific boring locations. In addition, construction operations may alter the soil conditions. Therefore, our office should be notified if any changes in conditions are encountered at the time of construction.

Bridge Foundation Discussion: The borings encountered conditions that appear to be suitable for supporting the bridge on a pile foundation as planned. The SPT97 program was used to analyze an 18-inch concrete pile as requested, and the program output and graphical results are attached as **Figure #2**. The B-5 boring was analyzed. Note however that depending on the pile depth selected, the B-5 boring may not be the worst case scenario (i.e. B-6 may be) and this should be considered in the pile analysis and design. Based on a review of recent aerial



photographs, there does not appear to be any structures near the proposed bridge location that would be affected by vibrations from pile driving.

We hope that this letter provides sufficient information for your current requirements. If you have any questions or comments, please do not hesitate to call.

Sincerely,

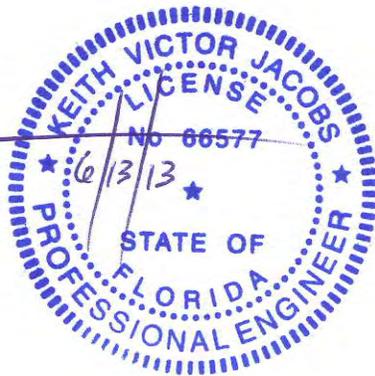
LARRY M. JACOBS & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'David L. Liechty'.

David L. Liechty, PE
Project Engineer

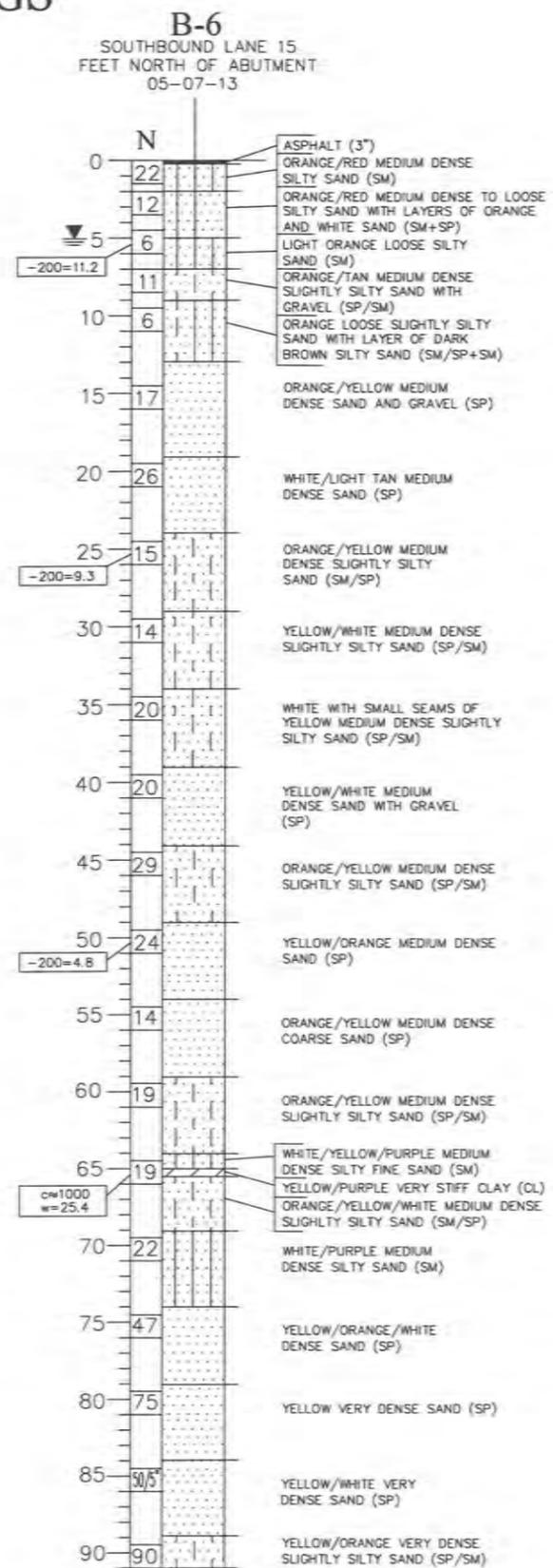
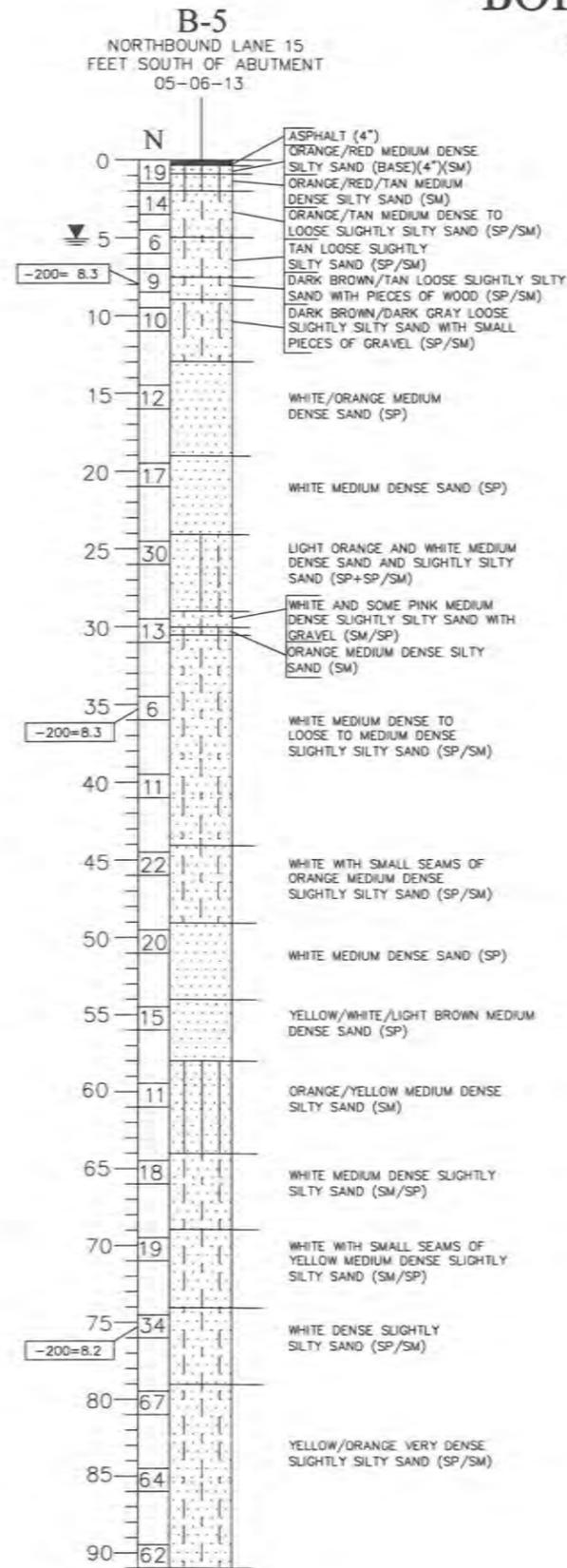
A handwritten signature in blue ink, appearing to read 'Keith V. Jacobs'.

Keith V. Jacobs, PE
Principal Engineer
Florida Reg. #66577



Attachments

BORING LOGS CR 99A



LEGEND

	SAND		SLIGHTLY SILTY SAND
	SILTY SAND		SILT
	CLAY		CLAYEY SAND
	PEAT		GRAVEL

GRANULAR MATERIALS

SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0-4	VERY LOOSE
5-10	LOOSE
11-30	MEDIUM DENSE
31-50	DENSE
GREATER THAN 50	VERY DENSE

SILTS AND CLAY

SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0-2	VERY SOFT
3-4	SOFT
5-8	MEDIUM STIFF
9-16	STIFF
17-32	VERY STIFF
GREATER THAN 32	HARD

GNE GROUNDWATER NOT ENCOUNTERED AT TIME OF DRILLING
 N STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT
 ENCOUNTERED GROUNDWATER LEVEL
 ENCOUNTERED PERCHED WATER LEVEL
 50/2" NUMBER OF BLOWS REQUIRED (50) TO ADVANCE SPLIT SPOON SAMPLER A SPECIFIC DISTANCE (2) INCHES
 HW SPLIT SPOON SAMPLER ADVANCED UNDER WEIGHT OF ROD AND HAMMER
 W = NATURAL MOISTURE CONTENT (%)
 -200 = FINES PASSING #200 SIEVE (%)
 LL = ATTERBERG LIMITS (%)
 LL=LQUID LIMIT, PL=PLASTIC LIMIT
 LI = LIQUIDITY INDEX
 c = APPROXIMATE COHESION VALUE (PSF) BASED ON POCKET PENETROMETER READINGS
 K_v = SATURATED VERTICAL HYDRAULIC CONDUCTIVITY (FT/DAY)
 γ_d = DRY UNIT WEIGHT (pcf)

- NOTES:
- SPT BORINGS PERFORMED IN GENERAL ACCORDANCE WITH ASTM D-1586
 - SUBSURFACE CONDITIONS ARE AT BORING LOCATIONS AND ACTUAL CONDITIONS BETWEEN BORINGS MAY VARY
 - ALL CLASSIFICATIONS ARE BASED ON VISUAL EXAMINATION UNLESS ACCOMPANIED BY LABORATORY TEST RESULTS
 - BOUNDARIES BETWEEN SOIL LAYERS SHOULD BE CONSIDERED APPROXIMATE AS THE ACTUAL TRANSITION MAY BE GRADUAL
 - DEPTH OF BORING IS BELOW EXISTING GRADE AT TIME OF DRILLING

Project #: 13-139 Scale: NTS
 Date: 05/07/2013 Checked By: DLL
 Project: CR 99A Bridge Repairs
 Location: Escambia County, Florida

CR 99A.out

□

```

+-----+-----+-----+-----+
| STATIC PILE BEARING CAPACITY ANALYSIS   - SPT97                               Page   1 |
+-----+-----+-----+-----+
| Project No: 13-139                       CR99A                               |
| Boring No:  B-5                                                                    |
+-----+-----+-----+-----+

```

FLORIDA DEPARTMENT OF TRANSPORTATION
STRUCTURES DESIGN OFFICE
STATIC PILE BEARING CAPACITY ANALYSIS PROGRAM
SPT97 - VERSION 1.2 FEBRUARY, 1997
BASED ON RESEARCH BULLETIN RB-121
"GUIDELINES FOR USE IN THE SOILS INVESTIGATION
AND DESIGN OF FOUNDATIONS FOR
BRIDGE STRUCTURES IN THE STATE OF FLORIDA" AND
RESEARCH STUDY REPORT BY UNIVERSITY OF FLORIDA
"DESIGN OF STEEL PIPE AND H PILES"

NOTE - THIS PROGRAM IS EXPANDED FROM SPT91
IS ALSO KNOWN AS SPT94
TO INCLUDE STEEL H AND PIPE PILES

A. GENERAL INFORMATION

=====

```

INPUT FILE NAME      CR 99A.in
RUN DATE             06/11/13
RUN TIME             16:26:09

PROJECT NUMBER       13-139
JOB NAME             CR99A

SUBMITTING ENGINEER
BORING NO.           B-5
DRILLING DATE        5-6-2013
STATION NO.
GROUND SURFACE ELEVATION 0.00 FEET
TYPE OF ANALYSIS     2 - DETERMINATION OF STATIC
                       PILE BEARING CAPACITIES
                       FOR A RANGE OF PILE LENGTHS
                       (CAPACITY VS. TIP ELEVATION)

```

□

```

+-----+-----+-----+-----+
| STATIC PILE BEARING CAPACITY ANALYSIS   - SPT97                               Page   2 |
+-----+-----+-----+-----+
| Project No: 13-139                       CR99A                               |
| Boring No:  B-5                                                                    |
+-----+-----+-----+-----+

```

B. BORING LOG

=====

ENTRY NO.	DEPTH (FT) D(I)	ELEVATION (FT)	SPT BLOWS/FT N(I)	SOIL TYPE ST(I)
-----	-----	-----	-----	-----

		CR 99A.out		
1	4.0	-4.0	16.0	3
2	13.0	-13.0	8.0	3
3	24.0	-24.0	15.0	3
4	29.0	-29.0	30.0	3
5	32.0	-32.0	13.0	3
6	44.0	-44.0	9.0	3
7	49.0	-49.0	22.0	3
8	58.0	-58.0	17.0	3
9	64.0	-64.0	11.0	3
10	74.0	-74.0	18.0	3
11	79.0	-79.0	34.0	3
12	81.0	-81.0	67.0	3

SOIL TYPE LEGEND

- 0 - BOTTOM OF BORING
 1 - PLASTIC CLAYS
 2 - CLAY/SILT SAND MIXTURES, SILTS & MARLS
 3 - CLEAN SAND
 4 - SOFT LIMESTONE, VERY SHELLY SANDS
 5 - VOID (NO CAPACITY)

STATIC PILE BEARING CAPACITY ANALYSIS - SPT97		Page	3
Project No: 13-139	CR99A		
Boring No: B-5			

C. PILE INFORMATION

TEST PILE SECTION

ISECT = 1

{concrete pile, square section}

WIDTH OF PILE

WP = 18.00 INCHES

D. PILE CAPACITY VS. PENETRATION

TEST PILE LENGTH (FT)	PILE TIP ELEV (FT)	ULTIMATE SIDE FRICTION (TONS)	MOBILIZED END BEARING (TONS)	ESTIMATED DAVISSON CAPACITY (TONS)	ALLOWABLE PILE CAPACITY (TONS)	ULTIMATE PILE CAPACITY (TONS)
7.0	-7.0	11.70	30.80	42.50	21.25	104.10
8.0	-8.0	12.97	29.21	42.18	21.09	100.60
9.0	-9.0	14.14	27.87	42.01	21.00	97.75
10.0	-10.0	15.20	26.88	42.08	21.04	95.85
11.0	-11.0	16.16	26.24	42.40	21.20	94.89
12.0	-12.0	17.02	25.95	42.97	21.49	94.87
13.0	-13.0	17.78	26.00	43.79	21.89	95.80
14.0	-14.0	18.56	26.33	44.89	22.45	97.54
15.0	-15.0	19.47	26.80	46.27	23.14	99.87
16.0	-16.0	20.50	27.38	47.88	23.94	102.64
17.0	-17.0	21.63	27.61	49.24	24.62	104.47
18.0	-18.0	22.86	28.00	50.85	25.43	106.85
19.0	-19.0	24.18	28.55	52.73	26.36	109.83
20.0	-20.0	25.59	29.64	55.23	27.62	114.52

			CR 99A.out			
21.0	-21.0	27.09	31.43	58.52	29.26	121.38
22.0	-22.0	28.67	33.91	62.58	31.29	130.39
23.0	-23.0	30.33	37.08	67.41	33.71	141.57
24.0	-24.0	32.08	40.88	72.96	36.48	154.73
25.0	-25.0	34.06	43.80	77.87	38.93	165.47
26.0	-26.0	36.44	45.05	81.50	40.75	171.61
27.0	-27.0	39.21	44.60	83.81	41.90	173.01
28.0	-28.0	42.36	43.28	85.64	42.82	172.19
29.0	-29.0	45.89	41.43	87.31	43.66	170.17
30.0	-30.0	49.22	39.61	88.83	44.41	168.05
31.0	-31.0	51.79	38.38	90.17	45.08	166.93
32.0	-32.0	53.61	37.74	91.35	45.68	166.84
33.0	-33.0	55.05	37.35	92.39	46.20	167.09
34.0	-34.0	56.44	36.86	93.29	46.65	167.01
35.0	-35.0	57.79	36.27	94.06	47.03	166.60
36.0	-36.0	59.10	35.58	94.69	47.34	165.85
37.0	-37.0	60.37	34.68	95.06	47.53	164.42
38.0	-38.0	61.60	33.45	95.05	47.53	161.95
39.0	-39.0	62.79	31.90	94.70	47.35	158.51
40.0	-40.0	63.95	30.51	94.45	47.23	155.47

□

STATIC PILE BEARING CAPACITY ANALYSIS		- SPT97	Page	4
Project No: 13-139		CR99A		
Boring No: B-5				

D. PILE CAPACITY VS. PENETRATION (CONTINUED)

(FT)	(FT)	(TONS)	(TONS)	(TONS)	(TONS)	(TONS)
41.0	-41.0	65.06	29.45	94.50	47.25	153.40
42.0	-42.0	66.13	29.16	95.29	47.64	153.60
43.0	-43.0	67.16	30.07	97.23	48.62	157.38
44.0	-44.0	68.15	32.17	100.32	50.16	164.66
45.0	-45.0	69.29	34.49	103.79	51.89	172.77
46.0	-46.0	70.76	36.39	107.15	53.57	179.93
47.0	-47.0	72.54	37.86	110.41	55.20	186.13
48.0	-48.0	74.66	38.90	113.56	56.78	191.36
49.0	-49.0	77.09	39.52	116.60	58.30	195.64
50.0	-50.0	79.64	39.91	119.55	59.77	199.36
51.0	-51.0	82.12	40.27	122.40	61.20	202.94
52.0	-52.0	84.54	40.62	125.15	62.58	206.39
53.0	-53.0	86.88	40.94	127.81	63.91	209.68
54.0	-54.0	89.15	41.16	130.31	65.15	212.62
55.0	-55.0	91.35	41.26	132.60	66.30	215.12
56.0	-56.0	93.48	41.24	134.71	67.36	217.18
57.0	-57.0	95.54	40.94	136.48	68.24	218.36
58.0	-58.0	97.53	40.23	137.76	68.88	218.22
59.0	-59.0	99.42	39.14	138.56	69.28	216.85
60.0	-60.0	101.20	37.97	139.17	69.58	215.12
61.0	-61.0	102.85	36.83	139.68	69.84	213.35
62.0	-62.0	104.37	35.88	140.25	70.13	212.01
63.0	-63.0	105.78	35.27	141.05	70.53	211.59
64.0	-64.0	107.07	35.00	142.07	71.04	212.08
65.0	-65.0	108.34	34.97	143.31	71.66	213.26
66.0	-66.0	109.69	35.07	144.76	72.38	214.90
67.0	-67.0	111.13	35.29	146.42	73.21	217.00
68.0	-68.0	112.66	35.64	148.29	74.15	219.57

			CR 99A.out			
69.0	-69.0	114.27	36.13	150.39	75.20	222.65
70.0	-70.0	115.96	37.15	153.12	76.56	227.42
71.0	-71.0	117.74	38.90	156.64	78.32	234.43
72.0	-72.0	119.61	41.38	160.99	80.50	243.76
73.0	-73.0	121.56	44.61	166.17	83.08	255.39

*** ERROR *** PILE TIP TOO NEAR END OF BORING LOG FOR LENGTH = 74.00 FT

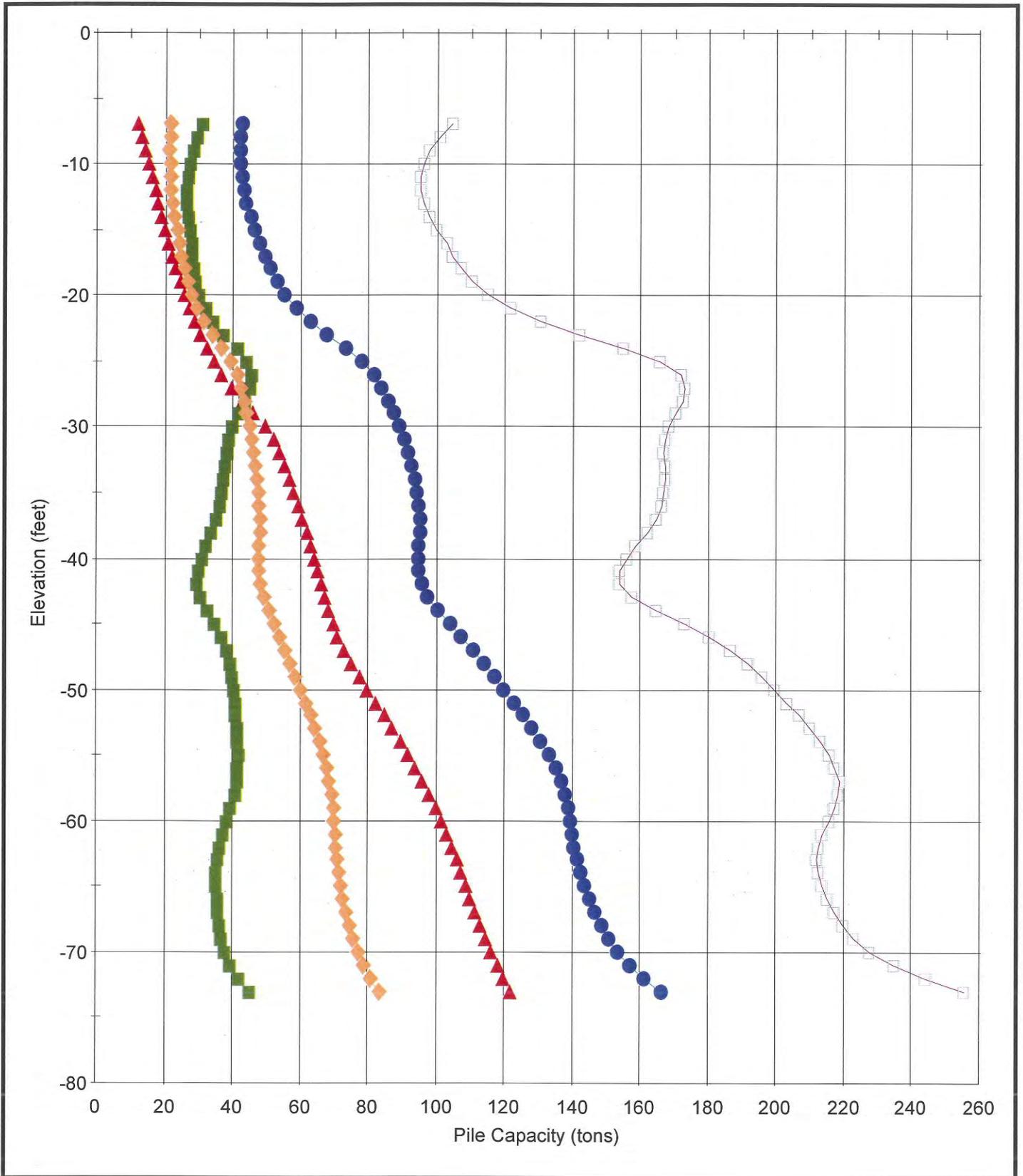
NOTES

-
1. MOBILIZED END BEARING IS 1/3 OF THE ORIGINAL RB-121 VALUES.
 2. DAVISSON PILE CAPACITY IS AN ESTIMATE BASED ON FAILURE CRITERIA, AND EQUALS ULTIMATE SIDE FRICTION PLUS MOBILIZED END BEARING.
 3. ALLOWABLE PILE CAPACITY IS 1/2 THE DAVISSON PILE CAPACITY.
 4. ULTIMATE PILE CAPACITY IS ULTIMATE SIDE FRICTION PLUS 3 x THE MOBILIZED END BEARING.

PROBLEM COMPLETED

ANALYSIS NO. 1

□

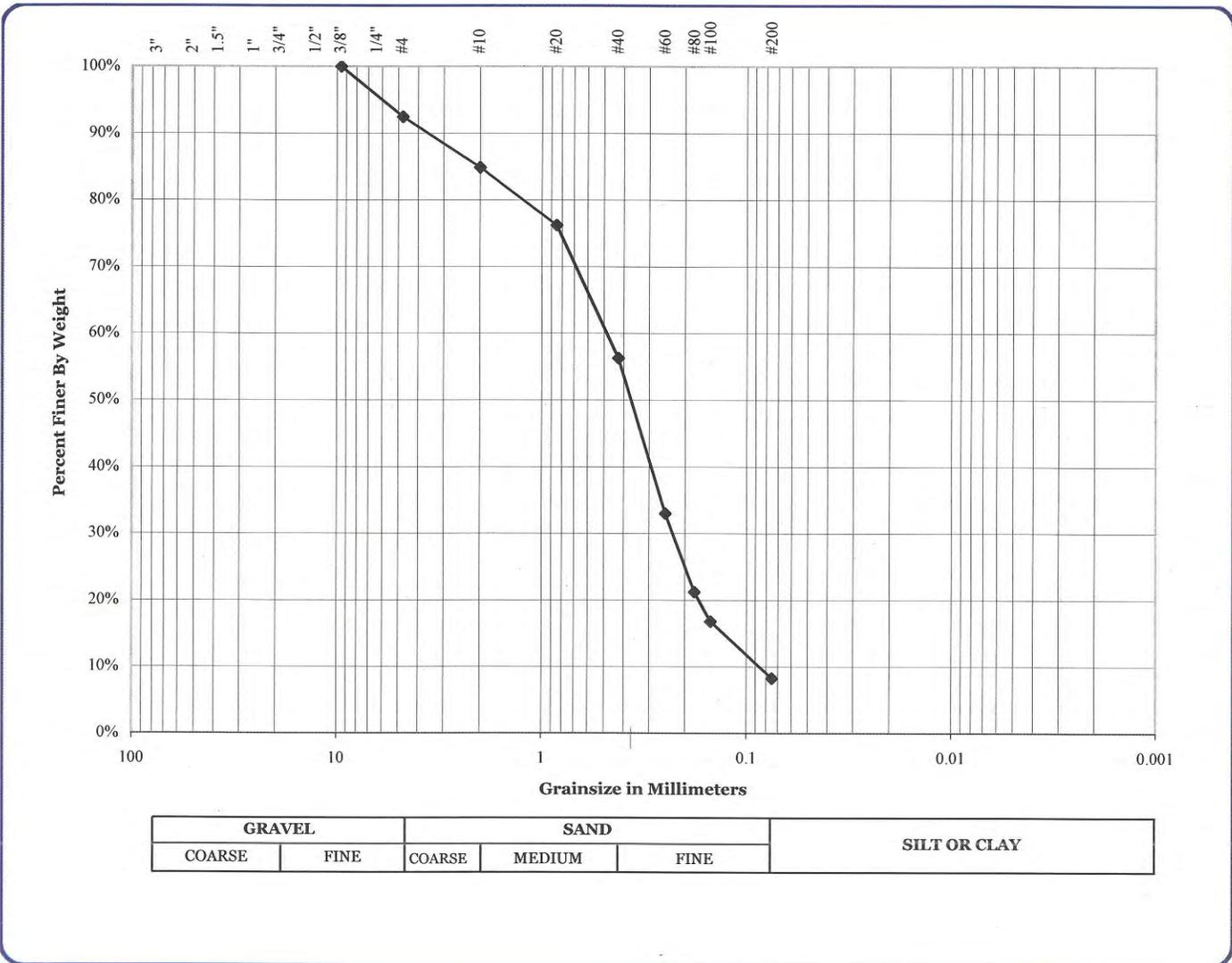


- ▲ Ultimate Side Friction
- Mobilized End Bearing
- Estimated Davisson Capacity
- ◆ Allowable Pile Capacity
- Ultimate Pile Capacity

Client: Hatch Mott MacDonald
Project: CR99A Over Little Pine Barren Creek, Bridge No. 480117
Location: Escambia County, Florida
Grainsize Analysis - ASTM C136/AASHTO T27

Figure #: 3
Project #: 13-139
Date: 6/4/2013
Engineer: DLL

Sample #	Depth (ft)	Soil Description
◆ B-5/4	7-8.5	Brown/Tan Slightly Gravely Slightly Silty Sand w/ Some Wood





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6065

County Administrator's Report 12. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Contract Award for Design Services for Ora Drive over Bridge Creek, Bridge No. 484082

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Design Services for Ora Drive Over Bridge Creek, Bridge No. 484082 - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the County Administrator to sign the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and Dyer, Riddle, Mills & Precourt, Inc., per the terms and conditions of PD 13-14.028, Design Services for Ora Drive Over Bridge Creek, Bridge No. 484082, for a base lump sum amount of \$75,525.72, as detailed in the Fee Proposal.

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project Number 13EN2188]

BACKGROUND:

Request for Letters of Interest, PD 13-14.028, Design Services for Ora Drive over Bridge Creek Bridge No. 484082, were publicly noticed on Tuesday, February 25, 2014 to 72 known firms. Responses were received from 6 firms on Wednesday, March 12, 2014. Dyer, Riddle, Mills & Precourt, Inc. was selected based on their qualifications.

BUDGETARY IMPACT:

Funding: Fund 352, "LOST III", Cost Center 210107, Object Code 56301, Project Number 13EN2188

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Contract Exhibits

Agreement

Scope of Work



Principals

Wayne D. Chalifoux
Donaldson K. Barton, Jr.
Lucius J. Cushman, Jr.
Jon S. Meadows
Lawrence L. Smith, Jr.
William T. Stone

April 14, 2014

DRMP Job # 13-0230-000

Mr. Mario Monreal
Engineering Division of Public Works
3363 West Park Place
Pensacola, FL 32505

**Subject: Ora Drive over Bridge Creek Bridge
PD 13-14.028**

Dear Mr. Monreal:

DRMP is prepared to provide engineering design services to develop construction plans for the replacement of Ora Drive over Bridge Creek Bridge No. 484082. A&E services shall provide construction plans, permitting, public involvement, bid documents, bid assistance, and limited project construction oversight. It is the intent of the county to replace the existing structure with a continuous flat slab concrete bridge with 18" square prestressed piles.. DRMP will be responsible for acquiring the certified Boundary and/or Topographic Survey that meets the current Minimum Technical Standards as defined by the applicable Florida Statutes.

The purpose of this letter is to submit a copy of the Scope of Work and a Contract Fee Summary required to complete the work. Please review and comment to meet the County's needs and establish an acceptable fee.

Thank you for considering DRMP for this design. DRMP intends to identify all potential issues and resolve them in order to minimize time and effort from the County.

Thank you again, and I look forward to working with you on this project.

Sincerely,
DRMP, Inc.

James L. Hagon, P.E.
Senior Project Engineer - Transportation

700 South Palafox Street
Suite 160
Pensacola, Florida 32502
Phone: 850.469.9077
Fax: 850.469.9073

Boca Raton, Florida
Charlotte, North Carolina
Chipley, Florida
Columbia, South Carolina
DeLand, Florida
Ft. Myers, Florida
Gainesville, Florida
Jacksonville, Florida
Lakeland, Florida
Orlando, Florida
Panama City Beach, Florida
Tallahassee, Florida
Tampa, Florida

Encl: Scope of Work
Contract Fee Summary

CC: Mike Albano, P.E.

Principals

Wayne D. Chalifoux
 Donaldson K. Barton, Jr.
 Lucius J. Cushman, Jr.
 Jon S. Meadows
 Lawrence L. Smith, Jr.
 William T. Stone

Ora Drive Over Bridge Creek**Scope of Work**

Provide engineering design services to develop construction plans for the replacement of Ora Drive over Bridge Creek Bridge No. 484082. A&E services shall provide construction plans, permitting, public involvement, bid documents, bid assistance, and limited project construction oversight. It is the intent of the county to replace the existing structure with a continuous flat slab concrete bridge with 18" square prestressed piles.. DRMP will be responsible for acquiring the certified Boundary and/or Topographic Survey that meets the current Minimum Technical Standards as defined by the applicable Florida Statutes.

Description of Work Activities

The consultants and/or its sub-consultants will perform the following activities in completing the construction plans:

Task 1: Data collection & review, Plan preparation, and Permitting:

- Meet with Public Works Bureau staff for input and coordination.
- Provide any additional Geotechnical Reports on Soil Data (as needed)
- Coordinate with County Surveyor and staff for the collection of surveying data for project.
- Provide 30%, 90%, and final plans for each project phase for review by County.
- Provide for all required regulatory permitting, including permit fee allowances.
- Plans should be reproducible to 40 scale 11"x17" and 20 scale 24" X 36" sheets size plans.
- Utility Coordination and Plans-in-hand walk through with Utility companies at all phase submittals.
- Submit cost estimates via pricing agreement (final draft at 90%, Final Pricing Agreement or Bid tab Sheet at 100%).

Task 2: Bidding Estimates:

- Prepare all bid documents through bidding process.
- Attend pre-bid meeting with Engineering and Purchasing Departments.
- Respond to all Request for Information and issue any necessary addendums.
- Tabulate bids or pricing agreement totals.

Task 3: Construction Administration & Inspections (Limited Allowance Based upon actual time):

- Consultant will attend a Preconstruction Conference.
- Consultant will prepare as-built certification based upon contractor mark-ups & post construction meetings and inspections.
- Consultant will be available on an as-needed basis during construction to address issues with design or any unforeseen construction issues. and as needed to monitor construction and prepare as-built drawings. The County will inspect all construction

700 South Palafox Street
 Suite 160
 Pensacola, Florida 32502
 Phone: 850.469.9077
 Fax: 850.469.9073

Boca Raton, Florida
 Charlotte, North Carolina
 Chipley, Florida
 Columbia, South Carolina
 DeLand, Florida
 Ft. Myers, Florida
 Gainesville, Florida
 Jacksonville, Florida
 Lakeland, Florida
 Orlando, Florida
 Panama City Beach, Florida
 Tallahassee, Florida
 Tampa, Florida

1.800.375.3767
 www.drmp.com

Principals

Wayne D. Chalifoux
Donaldson K. Barton, Jr.
Lucius J. Cushman, Jr.
Jon S. Meadows
Lawrence L. Smith, Jr.
William T. Stone

Improvements. All limited inspections services provided by the consultant shall be established as an allowance.

Scope of Work for Survey Services

1. Surveying services necessary for the design of the project shall include, but not limited to, the following:

- a) Five certified copies of the Topographical Survey that meets the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.
- b) Minimum of two Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks shall not exceed 1000 feet.
- c) Cross-section data intervals shall not exceed 100 feet. Where possible, topographical data shall exceed the right-of-way width by a minimum of 5 feet to ensure complete DTM coverage of right-of-way.
- d) Road rights-of-way and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist.
- e) Electronic files submitted shall be based on State Plane Coordinates, NAD 83/90, and North Florida Zone.

Project does not include the following:

Attendance at Town Hall Meeting, driveway modification letters, project newsletters or handouts, aerial renderings or visual aids, a Powerpoint presentation, a website, or preparations for a Public Meeting or Town Hall Meeting.

Additionally the project does not include 60% submittal, a pavement design, street lighting, signalization, landscaping, Right of Way acquisition or coordination, legal sketches or maps, or coordination with school district or local transit

Proposed Contract Time:

14 months (May 1, 2014 to July 31, 2015)

Total Contract Time including contractor mark-ups for drafting as-built drawings:

700 South Palafox Street
Suite 160
Pensacola, Florida 32502
Phone: 850.469.9077
Fax: 850.469.9073

Boca Raton, Florida
Charlotte, North Carolina
ChIPLEY, Florida
Columbia, South Carolina
DeLand, Florida
Ft. Myers, Florida
Gainesville, Florida
Jacksonville, Florida
Lakeland, Florida
Orlando, Florida
Panama City Beach, Florida
Tallahassee, Florida
Tampa, Florida

1.800.375.3767
www.drmp.com

Project Staff Hour Summary

Name of Consultant: DRMP, inc.

Ora Drive Over Bridge Creek Bric
PD 13-14.028

Task No.	Activity	Project Staff Hours				Total Hours	Project Fee
		DRMP, Inc.	Wetland Sciences	Larry M. Jacobs	HMM		Proposed Fee
1	Roadway Analysis with Public Involvement	136				136	\$ 15,791.60
1	Roadway Plans	56				56	\$ 6,008.43
1	Hydraulics	44				44	\$ 4,702.28
1	Utilities	24				24	\$ 2,547.04
1	Env. Permits, Compliance & Clearances		39			39	\$ 2,500.00
1	Structures - Summary, Misc. Tasks, Dwgs.	297				297	\$ 33,199.31
1	Structures - Peer Review				12	12	\$ 1,500.00
1	Geotechnical			22		22	\$ 2,420.00
2	Bidding Estimates included in Task 1						\$ -
3	Construction Administration	20				20	\$ 3,000.00
4	Survey - Field and Office Support + 1.6 days)	12				12	\$ 3,857.07
Project Total		589	39	22	12	662	\$ 75,525.72

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Ora Drive Over Bridge Creek Bridge
 County: Escambia
 FPN: PD 13-14.028
 FAP No.: 54321

Consultant Name: DRMP, Inc.
 Consultant No.: -87
 Date: 4/14/2014
 Estimator: JH

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Chief Engineer/Dept. Head	Senior Engineer	Project Engineer	Project Manager	Engineer Intern	Secretary/Clerical	CADD/Computer Technician	Const. Admin.	Senior Scientist	Senior Surveyor & Mapper	Surveyor & Mapper	Survey Technician	SH	Salary	Average
		By Activity	Cost By Activity	Rate Per Task												
4. Roadway Analysis	136	1	38	22	29	29	4	19	0	0	0	0	0	137	\$5,235	\$38.21
5. Roadway Plans	56	1	6	9	12	9	2	17	0	0	0	0	0	66	\$1,892	\$35.57
6. Hydraulics	44	2	3	6	10	9	1	13	0	0	0	0	0	44	\$1,559	\$35.43
7. Utilities	24	0	3	4	5	5	1	6	0	0	0	0	0	24	\$844	\$35.18
8. Environmental Permits, Compliance & Clearances	39	0	0	0	0	0	0	0	0	39	0	0	0	39	\$0	\$0.00
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	53	3	4	8	13	13	2	11	0	0	0	0	0	54	\$1,932	\$35.79
12. Structures - Short Span Concrete Bridge	229	11	16	34	57	57	7	46	0	0	0	0	0	228	\$8,120	\$35.61
17. Structures - Retaining Walls	27	1	2	4	7	7	1	5	0	0	0	0	0	27	\$953	\$35.31
27. Survey (Field & Office Support)	12	0	0	0	0	0	0	0	0	0	4	4	4	12	\$483	\$38.58
35. Geotechnical	22	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	642	19	67	87	133	129	18	117	0	39	4	4	4	821		
Total Staff Cost		\$1,180.71	\$3,572.44	\$3,416.48	\$5,210.94	\$3,432.69	\$309.70	\$3,533.40	\$0.00	\$0.00	\$185.60	\$170.60	\$106.76		\$21,098.33	\$33.97

Check = \$21,098.33

SALARY RELATED COSTS:		\$21,098.33
OVERHEAD:	169%	\$35,445.18
OPERATING MARGIN:	12%	\$6,785.22
FCCM (Facilities Capital Cost Money):	1.50%	\$316.47
EXPENSES:	0.00%	\$0.00
Survey 3-man crew	1.60 days	\$1,537.82
SUBTOTAL ESTIMATED FEE:		\$66,105.72
Subconsultant: Wetland Sciences		\$2,600.00
Subconsultant: Larry M. Jacobs		\$2,420.00
Subconsultant: HMM		\$1,500.00
Subconsultant: Construction Administration & Inspections (Limited Allowance)		\$3,000.00
GRAND TOTAL ESTIMATED FEE:		\$75,625.72

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

Dyer, Riddle, Mills & Precourt, Inc.

PD 13-14.028, Design Services for Ora Drive Over Bridge Creek Bridge No. 484082

**FORM G: CONSULTING SERVICES FOR STAND-ALONE
PROJECTS**

(Revised July 11, 2013)

TABLE OF CONTENTS

Agreement Declarations		PAGE
ARTICLE 1	Definitions and Identifications	3
ARTICLE 2	Preamble	4
ARTICLE 3	Scope of Services	4
ARTICLE 4	Time for Performance	5
ARTICLE 5	Compensation and Method of Payment	6
ARTICLE 6	Additional Services and Changes in Scope of Services	7
ARTICLE 7	County's Responsibilities	8
ARTICLE 8	Consultant's Responsibilities	8
ARTICLE 9	General Conditions	9

AGREEMENT

THIS AGREEMENT is made and entered into this 29th day of April, 2014, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Dyer, Riddle, Mills & Precourt, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 700 South Palafox Street, Suite 160, Pensacola, Florida 32502, and whose Federal tax identification number is 59-1791174 (hereinafter referred to as the "Consultant").

ARTICLE I **DEFINITIONS AND IDENTIFICATIONS**

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 **BOARD OF COUNTY COMMISSIONERS:** The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 **CONSULTANT:** Dyer, Riddle, Mills & Precourt, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 **CONTRACT ADMINISTRATOR:** Whenever the term "Contract Administrator" is used herein, it is intended to mean Mario Monreal, Engineering Project Coordinator, Public Works/Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 **CONTRACT SERVICES:** The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 **COUNTY:** Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 **LUMP SUM COMPENSATION:** Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 **NOTICE TO PROCEED:** A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 13-14.028, Design Services for Ora Drive Over Bridge Creek Bridge No. 484082.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 13-14 in the amount of Seventy Five Thousand Five Hundred Twenty Five Dollars and Seventy Two Cents (\$75,525.72) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 13-14.028, Design Services for Ora Drive Over Bridge Creek Bridge No. 484082, and as represented in the Consultant's Letter of Interest response to PD 13-14.028, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is \$400,709.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 **COMPENSATION:** The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. 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 described in Section 5.3, is to be paid as follows: A lump sum amount of Seventy Five Thousand Five Hundred Twenty Five Dollars and Seventy Two Cents (\$75,525.72). Final payment will be subject to approval by the Board of County Commissioners.

5.2 **FEE SCHEDULE:** The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 **DIRECT EXPENSES:** Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

- (a) Transportation expenses in connection with the Project.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

- (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

- (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., as amended.

5.5 NOTICES:

- (a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

- (b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a 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.

- (c) Payments and Notices to the Consultant shall be made to:

Dyer, Riddle, Mills & Precourt, Inc.
700 South Palafox Street, Suite 160
Pensacola, Florida 32502

- (d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

Mario Monreal, Engineering Project Coordinator
Public Works/Engineering
3363 West Park Place
Pensacola, FL 32501

Larry Newsom
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 **QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate,

more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant 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, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

- (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, as defined in Section 1.2, 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) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 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.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 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.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall

result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 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.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 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.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment

eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

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 its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Dyer, Riddle, Mills & Precourt, Inc., signing by and through its Mark E. Puckett, Vice President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Larry M. Newsom, Interim County Administrator

Date: _____

BCC Approved: April 29, 2014

CONSULTANT:
Dyer, Riddle, Mills & Precourt, Inc., a Florida Corporation authorized to do business in the State of Florida.

By: _____
Mark E. Puckett, Vice President

Date: _____

Witness

Witness

ATTEST: Corporate Secretary

By: _____
Secretary

Scope of Work

Purpose

The Engineering Division of Escambia County Public Works Bureau requests construction plans be developed for the bridge replacement of Ora Drive over Bridge Creek Bridge No. 484082. A&E services shall provide construction plans, permitting, public involvement, bid documents, bid assistance, and limited project construction oversight. It is the intent of the county to replace the existing structure with a continuous flat slab concrete bridge with 18" square prestressed piles.. The A/E will be responsible for acquiring the certified Boundary and/or Topographic Survey that meets the current Minimum Technical Standards as defined by the applicable Florida Statutes.

Description of Work Activities

The consultants and/or its sub-consultants will perform the following activities in completing the construction plans:

Task 1: Data collection & review, Plan preparation, and Permitting:

- Attend 2 public meetings with residents to receive input from area residents regarding the structure replacement.
- Meet with Public Works Bureau staff for input and coordination.
- Provide any additional Geotechnical Reports on Soil Data (as needed)
- Coordinate with County Surveyor and staff for the collection of surveying data for project.
- Provide 30%, 60%, 90%, and final plans for each project phase for review by County.
- Provide for all required regulatory permitting, including permit fee allowances.
- Plans should be reproducible to 40 scale 11"x17" and 20 scale 24" X 36" sheets size plans.
- Utility Coordination and Plans-in-hand walk through with Utility companies at all phase submittals.
- Submit cost estimates via pricing agreement (preliminary at 60%, final draft at 90%, Final Pricing Agreement or Bid tab Sheet at 100%).

Task 2: Bidding Estimates:

- Prepare all bid documents through bidding process.
- Attend pre-bid meeting with Engineering and Purchasing Departments.
- Respond to all Request for Information and issue any necessary addendums.
- Tabulate bids or pricing agreement totals.

Task 3: Construction Administration & Inspections (Limited Allowance Based upon actual time):

- Consultant will attend a Preconstruction Conference.

- Consultant will prepare as-built certification based upon contractor mark-ups & post construction meetings and inspections.
- Consultant will be available on an as-needed basis during construction to address issues with design or any unforeseen construction issues. and as needed to monitor construction and prepare as-built drawings. The County will inspect all construction Improvements. All limited inspections services provided by the consultant shall be established as an allowance.

Scope of Work for Survey Services

1. Surveying services necessary for the design of the project shall include, but not limited to, the following:
 - a) Five certified copies of the Topographical Survey that meets the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.
 - b) Minimum of two Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks shall not exceed 1000 feet.
 - c) Cross-section data intervals shall not exceed 100 feet. Where possible, topographical data shall exceed the right-of-way width by a minimum of 5 feet to ensure complete DTM coverage of right-of-way.
 - d) Road rights-of-way and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist.
 - e) Electronic files submitted shall be based on State Plane Coordinates, NAD 83/90, and North Florida Zone.

BRIDGE REPLACEMENT SCOPE

Ora Drive over Bridge Creek

Bridge No. 484082

(30.3858N, 87.3647W)



Escambia County, Florida

Public Works Department

Engineering Division

November 2013

TABLE OF CONTENTS

Item	Pages
Project Description and Location Information	3-6
Recommended Replacement Structure	6-7
Preliminary Cost Estimates	7-8
GSA Codes and Firms' Evaluations and Selection	8-9
Site Photos	10-14
Preliminary Bridge Plan and Elevation	15
Preliminary Estimate of Probable Cost	16
FEMA Map	17
Appendix – Preliminary Geotechnical Report	18

Project Description

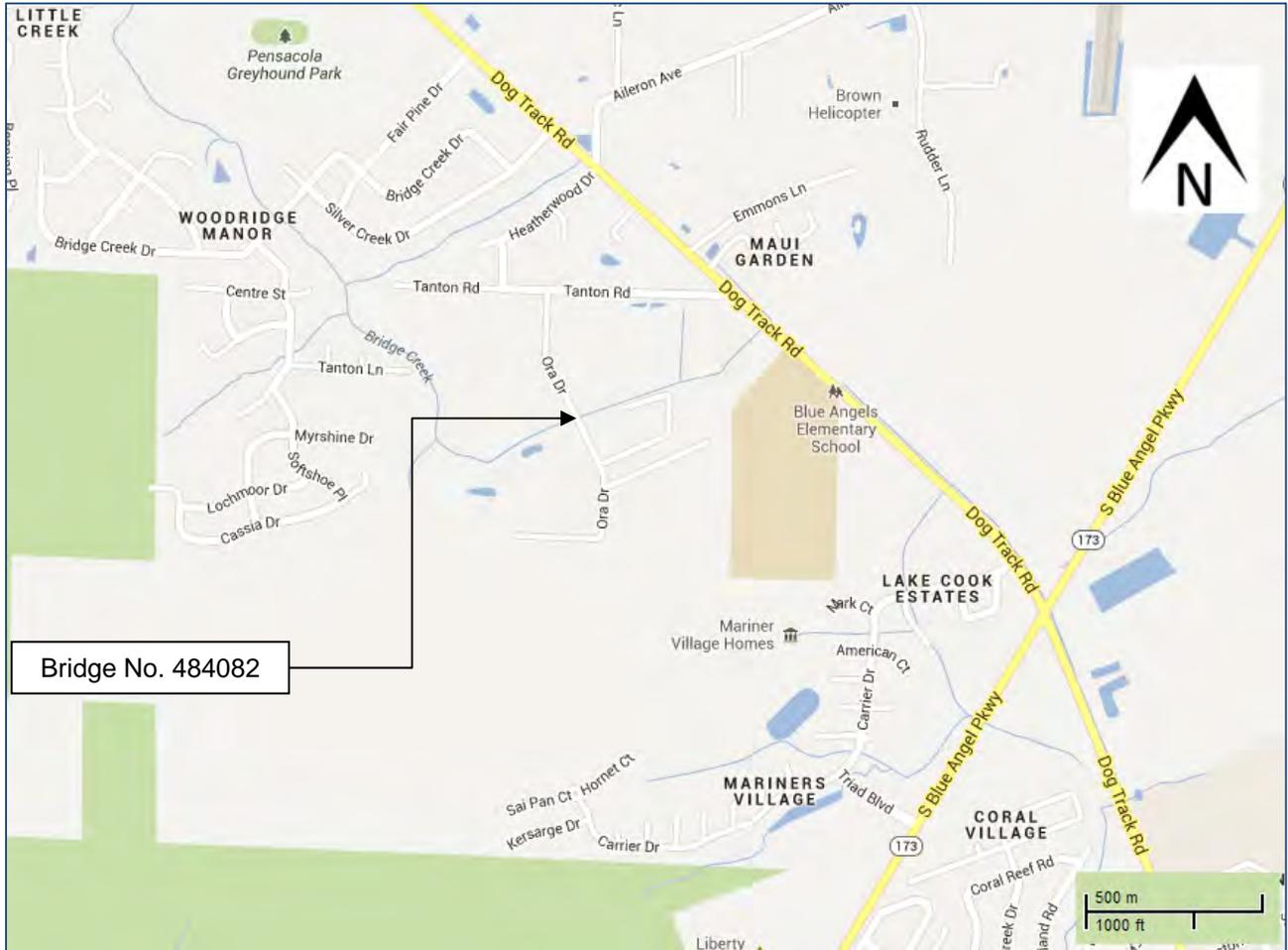
The proposed project consists of replacing the existing timber bridge on Ora Drive over Bridge Creek, Bridge No. 484082. This bridge is currently ranked number 4 on the County's Bridge Prioritization List and is both structurally deficient and functionally obsolete. Prior to the temporary pile repairs in 2012 it had a Sufficiency Rating of 12.33 and a County Priority Rating of -28.59. The bridge provides the only access to over 50 residences and was recently temporarily repaired to provide enough capacity to allow emergency vehicles to cross. The existing bridge has the following characteristics:

1. Bridge Length: 17.00'
2. Bridge Width: 25.42'
3. Number of Spans: 1
4. Superstructure: Concrete Deck on Timber Beams
5. Substructure: Timber Pile Caps and Timber Piles
6. Abutments: Timber Back wall and Wing walls
7. Posted: 28 tons (5 tons without temporary pile repairs)
8. Number of Lanes: 2
9. Width Between Curbs: 23.33'
10. Approach Roadway Width: 20.00' (misc. asphalt to approximately 22')
11. Posted Speed Limit: 30 mph
12. Detour Length: None
13. Recent ADT: 349
14. Future ADT: 384
15. Truck Percentage: 4

Project Location

Ora Drive over Bridge Creek is located in Escambia County District 1 northwest of the intersection of Dog Track Road and S. Blue Angel Parkway. It is near the west side of Blue Angels Elementary School at coordinates 30.3858N, 87.3647W (T2S R31W SEC29). The project limits will extend to the ends of the guardrail or as required to raise the roadway, approximately 100 feet north and south of the bridge. The overall project length is approximately 0.044 miles. The location of the project is shown on the Project Location Map.

Ora Drive Over Bridge Creek Bridge No. 484082



Project Location Map

Utilities

Table 1 indicates the utilities found at the project site. Utilities and locations will be confirmed and coordinated during the bridge design process. The geotechnical 811 one-call ticket number is 116307321.

Table 1

Utility	Location
Overhead Electrical	The overhead electrical lines run from the NW side of the bridge to the SE side of the bridge and cross directly over the bridge.
Overhead Communication Lines	33'-6" east of roadway centerline
Buried Gas	18' to 20' east of roadway centerline
Buried Water (4" PVC)	23' west of roadway centerline

Driveways

Residential driveways located approximately 36 feet and 90 feet south of the existing bridge will be impacted by construction.

Right of Way

The Escambia County Property Appraiser shows a 66 foot right of way (R/W) along Ora Drive. R/W purchase is not anticipated for this project.

Geotechnical

A preliminary geotechnical exploration for the proposed bridge replacement has been performed by Larry Jacobs and Associates (LMJ File # 13-139), dated June 13, 2013. The exploration included two soil borings as described in the attached report. Based on the results of the borings, the site is suitable for either pile or GRS foundations.

Hydraulics

The bridge is located in a FEMA AE flood zone. Flooding problems have not been reported at this bridge location although local residents have reported that the roadway floods in the area of the horizontal curve south of the bridge. Perform a hydraulic analysis to confirm that the proposed bridge geometry provides adequate hydraulic opening for a 25 year design storm without increasing current backwater elevations. Channel long-term scour will be calculated for 100-year and 500-year storms.

Bridge deck drainage can utilize scuppers and/or drain to ends. Open roadway ditches that drain to Bridge Creek are located on each side of the bridge. There are areas of ditch embankment erosion along the southeast approach.

Permitting

Wetland impacts are unavoidable and the wetland limits have been field located by Wetland Sciences. The project will fall under the requirements for the Noticed General Environmental Resource Permit and will not require an individual permit.

Recommended Replacement Structure

The recommended replacement bridge is a 34'-0" long, 37'-7" wide single span precast concrete bridge supported by Geosynthetically Reinforced Soil (GRS) abutments.

Design Criteria

General Specifications: Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, (Current Edition) and supplements as amended.

Design Specifications:

- American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications (Current Edition) and approved interims as specified in the FDOT Structures Design Guidelines.
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook), Current Edition.
- Geosynthetic Reinforced Soil Integrated Bridge System Implementation Guide, FHWA_HRT-11-026, (Current Edition), as amended by the FDOT Design Guidelines.

Bridge Geometry

Based on a design traffic volume of 384 ADT, a bridge width of 28'-0" between barriers is required to avoid a reduction in the bridge sufficiency rating (SR). The recommended replacement bridge has 35'-1" between barriers to allow phased construction which exceeds the minimum required width. The replacement bridge will be 34'-0" long and contain two 12'-0" travel lanes along with shoulder widths between 5'-0" and 5'-6 1/2" to match the precast superstructure design. The cross-section will have a 2% slope each side of centerline. The bridge height will be raised to accommodate a deeper and wider superstructure while maintaining the existing minimum vertical clearance above the channel.

Superstructure

The superstructure will utilize multi-beam precast concrete members that minimize required cast-in-place concrete. The typical channel beam superstructure uses 1'-11" deep x 3'-6" wide precast concrete channel units, bolted together, with exposed grouted keyways. The 23" deep channel units are between 3" and 5" deeper than the existing 12" deep timber beams with concrete deck.

Substructure

The substructure will utilize GRS abutments with high strength block or proprietary precast concrete segmental wall units. Precast concrete footing will support the multi-beam units. Wing wall geometry will be set to stay within existing R/W. Temporary sheet piles will be required to construct the abutments in phases as described in the Traffic Control section. Dewatering and temporary sheet piles may be required to excavate the footings.

Approach Roadway

The approach roadway will be re-constructed to the longer of the limits required to raise the roadway, the limits of the guardrail, or 100 feet.

Traffic Control

The bridge provides the only access to the residential area and there is no possible detour. To avoid the excessive costs and required temporary construction easement to construct a temporary bridge, it is recommended that the replacement bridge be constructed in phases as follows:

1. Inform the public and install signage corresponding to the proposed traffic control plan.
2. Close down the southbound lane and install temporary Type K barriers across the bridge to form a single lane bridge. Install STOP signs at each end of the single lane section across the bridge.
3. Demolish the west side of the existing bridge.
4. Construct the west side of the new bridge (Phase 1) and install temporary Type K barriers along the east side of the first phase.
5. Route the single lane traffic over to the new Phase 1 construction.
6. Demolish the west side of the existing bridge.
7. Construct the west side of the new bridge (Phase 2) and tie into the Phase 1 construction.
8. Remove temporary barriers and open the road to both lanes of traffic.

Preliminary Cost Estimates

Construction Costs:	\$400,709 (see spreadsheet)
Engineering Costs:	\$65,500
- Roadway -	\$20,000 (includes MOT and permit application)
- Bridge Design -	\$30,000
- CA -	\$4,000
- Hydraulics -	\$4,000
- Geotechnical -	\$2,500 (borings and classification completed)
- Survey -	\$5,000

Overall Allowable Budget: \$466,209

Funding Source

The total amount allocated by Escambia County in LOST III, FY 2013/2014 is \$466,209 for design and construction. The funding source available for design is:

Fund Code: 352 "LOST III"

Cost Center Account Code: 210107

Object Code: 56301

Project Number: 13EN2188

Desired Timelines

It is expected the timeline for this project will include 1 month for the survey, subsurface utility engineering and wetland delineation, 3 months for the design, 3 months for permitting, 3 months for bidding, and 4 months for construction; for a total timeline of 14 months.

GSA Codes

Anticipated Disciplines (Function Codes SF 330) for this project:

<u>Priority:</u>	<u>Code:</u>	<u>Description:</u>
Primary	12	Civil Engineer
	48	Project Manager
	57	Structural Engineer
Secondary	02	Administrative
	08	CADD Technician
	18	Cost Engineer/Estimator
	24	Environmental Scientists
	27	Foundation/Geotechnical Engineer
	38	Land Surveyor

Firms' (Design Team) Evaluations and Selection

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055, of the Florida Statutes. The selection committee shall consider such factors as follows:

1. As prescribed by FS 287.055(3)(d), Public Announcement and Qualification Procedures, is your firm or sub-consultant team a Disadvantage Business Enterprise (DBE)?	Yes or No
2. Have you ever been disqualified for a County, State, or Federal Contract?	Yes or No
3. Does your firm and/or sub-consultant team claim to be a Title VII of Equal Employment Opportunity (EEO) business and can you demonstrate compliance with Title VI civil rights requirements as outlined in 26 CFR Chapter 1, Part 230?	Yes or No
4. Can your firm respond in a timely manner, if the project requires you to perform a site visit, or attend an emergency meeting in an Escambia County within one hour?	Yes or No
5. Provide a minimum of two copies of Performance Records from Escambia County or other Governmental Agencies. If these cannot be provided, please explain why?	5 points
6. Corresponding with the specified GSA Code(s), describe your team's ability to perform services per the experience code(s) and scope of work identified above, please explain.	5 points
7. Does the firm have a clear understanding of the project and knowledge of the project area? Does the firm's design team have experience preparing basin studies, and/or providing stormwater modeling for Escambia County or other municipalities? Briefly explain.	5 points
8. Explain your design team's familiarity with wetland delineation and environmental permitting.	5 points

Bridge Replacement Scope: Ora Drive over Bridge Creek, Bridge No. 484082



East elevation.



West Elevation



Looking South. Overhead electrical lines passing over bridge.

Bridge Replacement Scope: Ora Drive over Bridge Creek, Bridge No. 484082



Northwest roadside ditch. Overhead electrical lines.



Northeast roadside ditch. Overhead communication lines.



West side bridge looking south.

Bridge Replacement Scope: Ora Drive over Bridge Creek, Bridge No. 484082



East side of bridge looking south.



East side of bridge looking north.



West side of bridge looking north.



Driveway southwest side.



Driveway southeast side.



Gas line on east side.

Bridge Replacement Scope: Ora Drive over Bridge Creek, Bridge No. 484082



Channel looking east.



Channel looking west.



Embankment erosion southeast side.

ENGINEER'S ESTIMATE OF PROBABLE COST - PRELIMINARY BRIDGE REPORT						
August 2013						
Ora Drive Over Bridge Creek						
Bridge No. 484082						
						
Item No.	Section #	Item Description - (ROADWAY)	Unit	Quantity	Unit Price	Total
1	02100-00100	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00
2	02100-00105	Demobilization	LS	1	\$ 3,000.00	\$ 3,000.00
3	07600-00113	Maintenance of Traffic	Day	122	\$ 8.00	\$ 976.00
4	07600-00102	Maintenance of Traffic - VMS Signs	Day	122	\$ 30.00	\$ 3,660.00
5	13300-00103	Sediment Barrier	LF	60	\$ 7.00	\$ 420.00
6	13300-00109	Hay Bales	EA	20	\$ 15.79	\$ 315.80
7	13300-00106	Floating Turbidity Barrier	LF	40	\$ 25.00	\$ 1,000.00
8	04100-00104	Fill - (Compacted in Place)	CY	371	\$ 15.00	\$ 5,565.00
9	04100-00101	Cut	CY	8	\$ 7.37	\$ 58.96
10	03100-00101	Clearing and Grubbing	AC	0.35	\$ 8,000.00	\$ 2,800.00
11	06200-00103	6" Graded Aggregate Base	SY	470	\$ 14.50	\$ 6,815.00
12	06100-00106	12" Type-B Stabilized Subgrade and Shoulder	SY	580	\$ 5.26	\$ 3,050.80
13	05200-00105	2" County Spec 2500 Type SP 12.5 Asphalt	SY	580	\$ 14.02	\$ 8,131.60
14	05300-00102	Asphalt Driveways (Including base material)	SY	120	\$ 16.42	\$ 1,970.40
15	13100-00115	Performance Turf (Seed and Mulch)	SY	1500	\$ 0.53	\$ 795.00
16	13100-00108	Performance Turf (Sod)	SY	1500	\$ 3.16	\$ 4,740.00
17	07300-00105	6" Yellow Solid	LF	234	\$ 0.88	\$ 205.92
18	-	Miscellaneous Utility Work - Owner to Relocate	LS	4	\$ -	\$ -
19	07800-00106	W beam Guardrail (Includes length of 4 End Anchorages)	LF	240	\$ 90.00	\$ 21,600.00
20	07300-00148	Concrete Lane Dividers (Barrier Walls)	LF	468	\$ 3.20	\$ 1,497.60
Roadway Sub Total						\$71,602.08
Item No.	Section #	Item Description - (GRS Abutments)	Unit	Quantity	Unit Price	Total
1	08500-00105	Demolition of Existing Bridge	SY	50.00	\$ 50.00	\$ 2,500.00
2	08500-00101	Saw cut Existing Concrete - 5'-0" x 4'-0" Sections for Removal	LF	190.00	\$ 5.26	\$ 999.40
3	04100-00101	Excavate for Abutments	CY	744	\$ 7.37	\$ 5,483.28
4	06200-00117	Graded Aggregate Base - GAB - #57 STONE	CY	202	\$ 75.00	\$ 15,150.00
5	06200-00117	Open Graded Aggregate Fill - #57 Stone	CY	542	\$ 75.00	\$ 40,650.00
6	FDOT-0514-71-1	Geosynthetic Reinforcement	SY	4000	\$ 4.44	\$ 17,760.00
7	FDOT-0514-71-1	Filter Fabric	SY	1200	\$ 4.44	\$ 5,328.00
8	Per Local Vender	Block	EA	1900	\$ 7.00	\$ 13,300.00
9	Per Local Vender	Cap Block	EA	176	\$ 7.00	\$ 1,232.00
10	08600-00105	CMU FILL	CY	5	\$ 263.16	\$ 1,315.80
11	-	8" x 4" Polystyrene Foam Block	LF	76	\$ 2.00	\$ 152.00
12	08600-00103	Reinforcement in Top of CMU Wall	LF	306.00	\$ 2.00	\$ 612.00
13	00120-1001	1/2" x 1/4" Thick Silicon Sealant over 3/4" Backer Rod	LF	152	\$ 19.88	\$ 3,021.76
14	00810-1011	Temporary Steel Sheet Piles, Heavy Duty (25' sheets)	SF	1250	\$ 18.48	\$ 23,100.00
15	04100-00115	Dewatering, Sheet Piles, 8' Depth	LF	170	\$ 78.00	\$ 13,260.00
16	13200-00104	Rubble Rip Rap w/ Geotextile (18" min depth) installed	TN	253	\$ 90.00	\$ 22,770.00
GRS Abutments Sub Total						\$166,634.24
Item No.	Section #	Item Description - (37'-7" x 34'-0" Bridge)	Unit	Quantity	Unit Price	Total
1	-	Structural Mobilization	LS	2.00	\$ 7,000.00	\$ 14,000.00
2	-	Precast Footing Section, 3'-2" x 38'-0"	EA	2.00	\$ 5,000.00	\$ 10,000.00
3	-	Bearing Pad (16" x 10")	CF	0.83	\$ 900.00	\$ 749.70
4	-	Bearing Pad (8" x 10")	CF	0.10	\$ 900.00	\$ 90.00
5	-	Bearing Pad (12" x 10")	CF	0.14	\$ 900.00	\$ 126.00
6	-	1'-11"x3'-6"x34'-0" Precast Exterior Channel Slabs (includes accessories)	EA	2	\$ 5,800.00	\$ 11,600.00
7	-	1'-11"x3'-6"x34'-0" Precast Interior Channel Slabs (includes accessories)	EA	8	\$ 5,800.00	\$ 46,400.00
8	-	Concrete Barrier Rail x 34'-0"	EA	2	\$ 5,800.00	\$ 11,600.00
9	-	Shear Key Grout	LF	374.00	\$ 3.00	\$ 1,122.00
Bridge Sub Total						\$95,687.70
Total						\$333,924.02
20% Contingency & Bonding						\$66,784.80
Grand Total Cost						\$400,708.82

APPENDIX

Preliminary Geotechnical Report

June 13, 2013

Mr. Bart Hendricks, PE
Hatch Mott MacDonald
5111 North 12th Avenue
Pensacola, Florida 32504

**SUBJECT: Preliminary Geotechnical Exploration
Escambia County Bridge Repairs – Ora Drive
Escambia County, Florida
LMJ File #: 13-139**

Dear Bart:

This report forwards the results of our preliminary geotechnical exploration for the proposed Escambia County Bridge Repair Project for **Ora Drive** in Escambia County, Florida. The purpose of this exploration was to determine the general subsurface conditions in the proposed bridge area and use this information to provide parameters for bridge analysis and foundation design. Our exploration consisted of two Standard Penetration Test (SPT) borings, classification of the samples obtained in the field, laboratory testing of selected samples, and analysis by our engineering staff.

Project and Site Description: The project site is the bridge on Ora Drive located approximately 500 feet north of Cedar Creek Drive in Escambia County, Florida. According to the provided information, the existing bridge has a 17-foot span. We understand that the county proposes to replace the existing bridge with a 34-foot long bridge founded on piling. If this information changes or is incorrect, the geotechnical engineer should be notified, and changes to this letter may be needed.

Subsurface Exploration: To examine the general subsurface conditions in the proposed bridge area, we drilled two Standard Penetration Test (SPT) borings to a depth 91 feet below grade (labeled B-7 and B-8). The SPT consists of driving a 2-inch diameter split spoon sampler into the ground using a 140-pound hammer dropped 30 inches. The number of blows required to drive the sampler one foot after seating it 6 inches is referred to as the blow count or "N" value and is considered a measure of the relative density of soils. "N" values can be found in **Figure #1** adjacent to the soil descriptions. Five SPT samples were taken to a depth of eleven feet, and the borings were sampled at five-foot intervals thereafter. The SPT borings were drilled in general accordance with ASTM D1586 using a truck mounted drill rig, and the borings were advanced between SPT sampling using the "mud" jetting and/or rotary drilling technique and a Bentonite drilling mud. Each sample was removed from the sampler, classified in the field by the driller, and packaged for visual classification by our engineering staff and for laboratory testing.

Subsurface Conditions: Boring B-7 was located 3 feet from the edge of pavement of the southbound lane and 23 feet south of the abutment. The boring was placed in this location due to overhead utility conflicts. Boring B-8 was located in the northbound lane 10 feet north of the abutment. The borings were located by measuring from existing features. The subsurface conditions encountered in the borings are shown in **Figure #1**, and descriptions of the soils encountered are accompanied by their Unified Classification symbol (SP, SM, etc.) based on a visual examination unless accompanied by laboratory results.



Boundaries between soil layers and soil depths should be considered approximate, since the actual transition between soil layers may be gradual. Following is a generalized summary of the conditions encountered in the test borings. A detailed description of the subsurface conditions encountered in the borings is included in **Figure #1**.

The borings encountered 1-1.5 inches of asphalt underlain by 2-3 feet of red/orange medium dense or very loose silty sand over brown, gray, and tan loose, very loose and medium dense silty sand and slightly silty sand to a depth of 6.5 feet in boring B-7 and 13 feet in boring B-8. Thereafter, the borings encountered primarily brown and gray stained medium dense and dense sand and some slightly silty sand to a depth of 27.5-28 feet. Both borings then encountered gray very loose slightly clayey silty sand and silty sand over slightly silty sand to a depth of 37.5-38 feet underlain by gray and brown medium dense, dense, and very dense sand and slightly silty sand to a depth of 48 feet in boring B-7 and 62 feet in boring B-8. Boring B-7 encountered primarily gray medium dense silty sand from 48-58 feet. Thereafter, dark gray medium stiff to very stiff silty clay with some layers containing shell was encountered to the final boring depth of 91 feet in boring B-8 and 87.5 feet in boring B-7. Boring B-7 encountered gray medium dense slightly clayey sand with shells from 87.5 feet to the final boring depth of 91 feet.

Groundwater was encountered in the borings at the time of drilling at a depth of 6 and 7.5 feet in borings B-7 and B-8, respectively. Groundwater levels will vary with rainfall and changes in site drainage characteristics and may be different at other times.

Laboratory Test Results: Laboratory testing consisted of three wash #200 sieve tests, three natural moisture content tests, and two Atterberg limits test run on selected split spoon samples to assist in classification and to evaluate and document basic soil properties. The results of the laboratory tests are shown on the logs of boring (**Figure #1**) adjacent to the samples tested. The results of the Atterberg limits tests and corresponding natural moisture content tests are summarized in the following **Table #1**.

Table #1: Atterberg Limits Test Results Summary

Boring	Sample Depth (ft)	Sample Description	Natural Moisture Content (%)	Liquid Limit	Plastic Limit	Liquidity Index
B-7	59.5-61	Gray Clay	62.6	88	24	0.6
B-7	69.5-71	Gray Silty Clay	88.8	129	47	0.5

A pocket penetrometer was used to estimate the cohesion of the clay soils encountered in the borings, and the pocket penetrometer readings are shown adjacent to the samples tested on the attached **Figure #1**.

Basis of Discussion: The following discussion is based on assumed and/or design information available at the time of this report, the subsurface conditions encountered in the test borings, commonly accepted Geotechnical Engineering principles and practices, and our experience with similar soil/groundwater conditions. Regardless of the care exercised in performing a Geotechnical Exploration, the possibility always exists that soil and/or groundwater conditions between the test borings will differ from those



encountered at the specific boring locations. In addition, construction operations may alter the soil conditions. Therefore, our office should be notified if any changes in conditions are encountered at the time of construction.

Bridge Foundation Discussion: The borings encountered conditions that appear to be suitable for supporting the bridge on a pile foundation as planned. This site is also suitable for a Geosynthetic Reinforced Soil Integrated Bridge System (GRS-IBS). Based on a review of recent aerial images, there are houses less than 100 feet from the proposed bridge location which may be affected by vibrations from driving piles. The SPT97 program was used to analyze an 18-inch concrete pile as requested, and the program output and graphical results are attached as **Figure #2**. The B-8 boring was analyzed. Note that depending on the pile depth selected, the B-8 boring may not be the worst case scenario (i.e. B-7 may be), and this should be considered in the pile analysis and design. Also note that the clay layers encountered in the borings could be a settlement concern if piles are placed too close to these layers, and this should also be considered in the analysis and design of the piles.

We hope that this letter provides sufficient information for your current requirements. If you have any questions or comments, please do not hesitate to call.

Sincerely,

LARRY M. JACOBS & ASSOCIATES, INC.

David L. Liechty, PE
Project Engineer

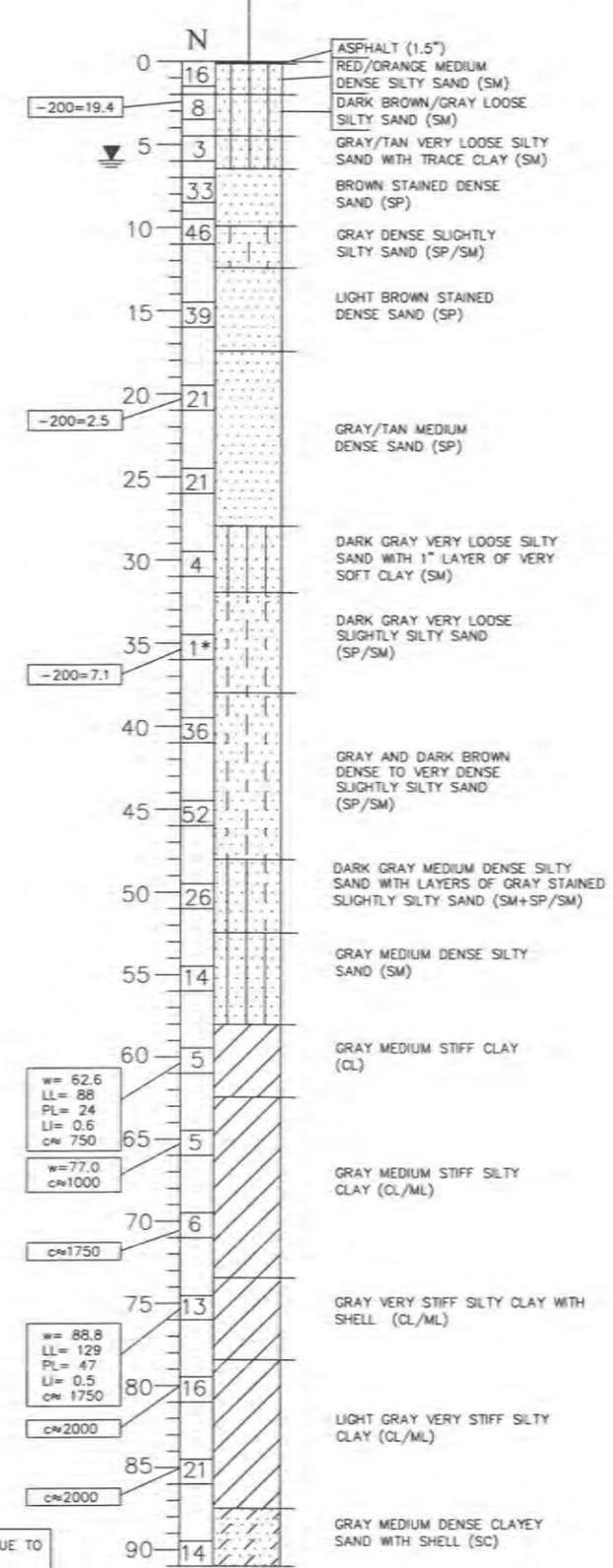
Keith V. Jacobs, PE
Principal Engineer
Florida Reg. #66577



Attachments

BORING LOGS ORA DRIVE

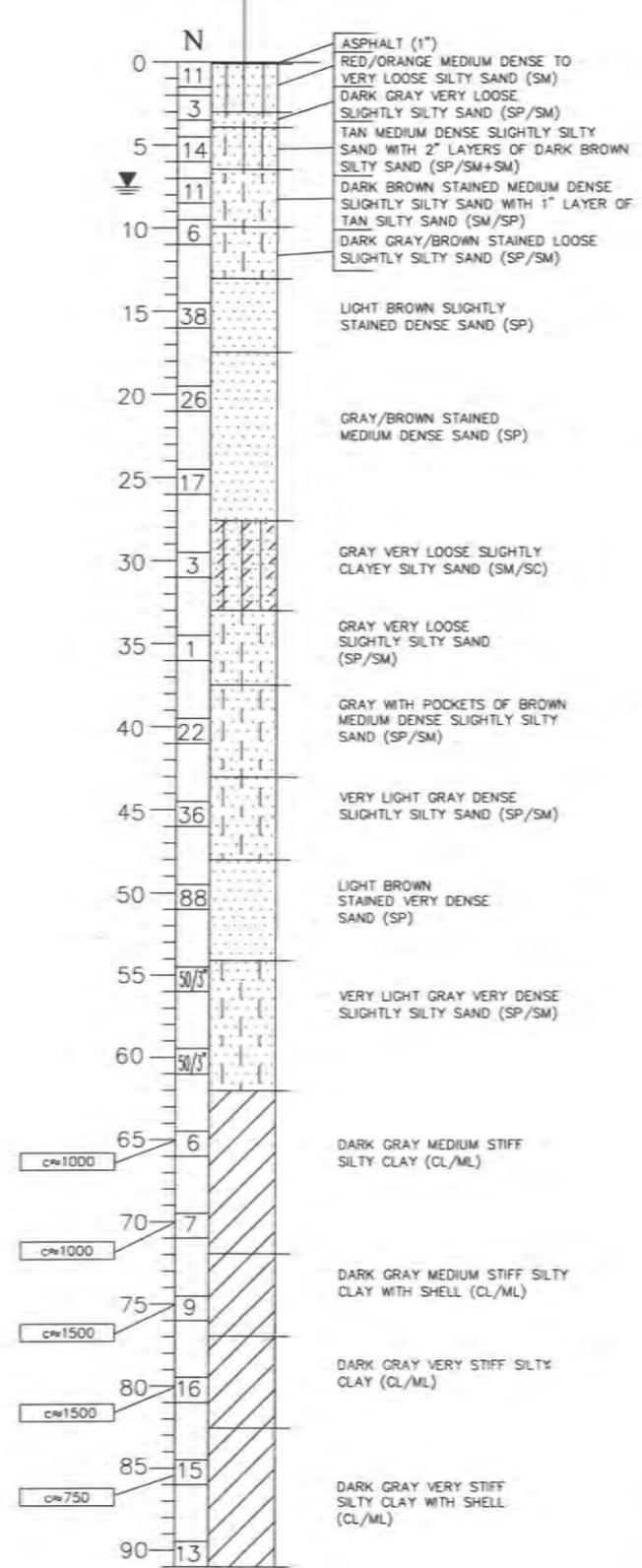
B-7
3 FEET FROM EDGE OF PAVEMENT OF
SOUTHBOUND LANE 23 FEET SOUTH OF ABUTMENT
05-03-13



NOTE: BORING B-7 RELOCATED DUE TO OVERHEAD UTILITY LINES

*HAMMER BLOWS:
34.5-36 FT SAMPLE: 0/0/1

B-8
NORTHBOUND LANE 10 FEET
NORTH OF ABUTMENT
05-13-13



LEGEND



GRANULAR MATERIALS	
SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0-4	VERY LOOSE
5-10	LOOSE
11-30	MEDIUM DENSE
31-50	DENSE
GREATER THAN 50	VERY DENSE

SILTS AND CLAY	
SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0-2	VERY SOFT
3-4	SOFT
5-8	MEDIUM STIFF
9-16	STIFF
17-32	VERY STIFF
GREATER THAN 32	HARD

GNE GROUNDWATER NOT ENCOUNTERED AT TIME OF DRILLING
 N STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT
 ▾ ENCOUNTERED GROUNDWATER LEVEL
 ▽ ENCOUNTERED PERCHED WATER LEVEL
 50/2" NUMBER OF BLOWS REQUIRED (50) TO ADVANCE SPLIT SPOON SAMPLER A SPECIFIC DISTANCE (2) INCHES
 HW SPLIT SPOON SAMPLER ADVANCED UNDER WEIGHT OF ROD AND HAMMER
 W = NATURAL MOISTURE CONTENT (%)
 -200 = FINES PASSING #200 SIEVE (%)
 LL = ATTERBERG LIMITS (%)
 LL=LIQUID LIMIT, PL=PLASTIC LIMIT
 LI = LIQUIDITY INDEX
 c = APPROXIMATE COHESION VALUE (PSF) BASED ON POCKET PENETROMETER READINGS
 K_v = SATURATED VERTICAL HYDRAULIC CONDUCTIVITY (FT/DAY)
 γ_d = DRY UNIT WEIGHT (pcf)

- NOTES:
- 1) SPT BORINGS PERFORMED IN GENERAL ACCORDANCE WITH ASTM D-1586
 - 2) SUBSURFACE CONDITIONS ARE AT BORING LOCATIONS AND ACTUAL CONDITIONS BETWEEN BORINGS MAY VARY
 - 3) ALL CLASSIFICATIONS ARE BASED ON VISUAL EXAMINATION UNLESS ACCOMPANIED BY LABORATORY TEST RESULTS
 - 4) BOUNDARIES BETWEEN SOIL LAYERS SHOULD BE CONSIDERED APPROXIMATE AS THE ACTUAL TRANSITION MAY BE GRADUAL
 - 5) DEPTH OF BORING IS BELOW EXISTING GRADE AT TIME OF DRILLING

Project #: 13-139 Scale: NTS
 Date: 05/07/2013 Checked By: DLL
 Project: Ora Drive Bridge Repairs
 Location: Escambia County, Florida

Ora Drive.out

```

+-----+
| STATIC PILE BEARING CAPACITY ANALYSIS - SPT97                               Page 1 |
+-----+
| Project No: 13-139                               Ora Drive                    |
| Boring No: B-8                                   |
+-----+

```

FLORIDA DEPARTMENT OF TRANSPORTATION
STRUCTURES DESIGN OFFICE
STATIC PILE BEARING CAPACITY ANALYSIS PROGRAM
SPT97 - VERSION 1.2 FEBRUARY, 1997
BASED ON RESEARCH BULLETIN RB-121
"GUIDELINES FOR USE IN THE SOILS INVESTIGATION
AND DESIGN OF FOUNDATIONS FOR
BRIDGE STRUCTURES IN THE STATE OF FLORIDA" AND
RESEARCH STUDY REPORT BY UNIVERSITY OF FLORIDA
"DESIGN OF STEEL PIPE AND H PILES"

NOTE - THIS PROGRAM IS EXPANDED FROM SPT91
IS ALSO KNOWN AS SPT94
TO INCLUDE STEEL H AND PIPE PILES

A. GENERAL INFORMATION

=====

```

INPUT FILE NAME      Ora Drive.in
RUN DATE             06/13/13
RUN TIME             10:47:32

PROJECT NUMBER       13-139
JOB NAME             Ora Drive

SUBMITTING ENGINEER
BORING NO.           B-8
DRILLING DATE        5-13-2013
STATION NO.
GROUND SURFACE ELEVATION 0.00 FEET
TYPE OF ANALYSIS     2 - DETERMINATION OF STATIC
                     PILE BEARING CAPACITIES
                     FOR A RANGE OF PILE LENGTHS
                     (CAPACITY VS. TIP ELEVATION)

```

```

+-----+
| STATIC PILE BEARING CAPACITY ANALYSIS - SPT97                               Page 2 |
+-----+
| Project No: 13-139                               Ora Drive                    |
| Boring No: B-8                                   |
+-----+

```

B. BORING LOG

=====

ENTRY NO.	DEPTH (FT) D(I)	ELEVATION (FT)	SPT BLOWS/FT N(I)	SOIL TYPE ST(I)
-----	-----	-----	-----	-----

		Ora Drive.out		
1	2.0	-2.0	11.0	3
2	4.0	-4.0	3.0	3
3	9.0	-9.0	12.0	2
4	13.0	-13.0	6.0	2
5	13.1	-13.1	32.0	2
6	23.0	-23.0	32.0	2
7	27.0	-27.0	17.0	2
8	27.1	-27.1	3.0	3
9	33.0	-33.0	3.0	3
10	33.1	-33.1	1.0	2
11	37.5	-37.5	1.0	2
12	37.6	-37.6	29.0	2
13	45.0	-45.0	29.0	2
14	50.0	-50.0	88.0	2

SOIL TYPE LEGEND

- 0 - BOTTOM OF BORING
- 1 - PLASTIC CLAYS
- 2 - CLAY/SILT SAND MIXTURES, SILTS & MARLS
- 3 - CLEAN SAND
- 4 - SOFT LIMESTONE, VERY SHELLY SANDS
- 5 - VOID (NO CAPACITY)

□

STATIC PILE BEARING CAPACITY ANALYSIS - SPT97		Page	3
Project No: 13-139	Ora Drive		
Boring No: B-8			

C. PILE INFORMATION

TEST PILE SECTION

WIDTH OF PILE

ISECT = 1
 {concrete pile, square section}
 WP = 18.00 INCHES

D. PILE CAPACITY VS. PENETRATION

TEST PILE LENGTH (FT)	PILE TIP ELEV (FT)	ULTIMATE SIDE FRICTION (TONS)	MOBILIZED END BEARING (TONS)	ESTIMATED DAVISSON CAPACITY (TONS)	ALLOWABLE PILE CAPACITY (TONS)	ULTIMATE PILE CAPACITY (TONS)
7.0	-7.0	5.33	9.49	14.82	7.41	33.80
8.0	-8.0	7.61	10.08	17.68	8.84	37.84
9.0	-9.0	11.51	12.99	24.50	12.25	50.49
10.0	-10.0	13.96	13.44	27.39	13.70	54.27
11.0	-11.0	15.63	14.77	30.40	15.20	59.93
12.0	-12.0	16.94	17.02	33.95	16.98	67.99
13.0	-13.0	18.07	20.23	38.31	19.15	78.77
14.0	-14.0	22.80	23.11	45.91	22.95	92.13
15.0	-15.0	28.21	25.91	54.12	27.06	105.94
16.0	-16.0	34.15	27.23	61.38	30.69	115.85
17.0	-17.0	40.23	28.77	69.00	34.50	126.55
18.0	-18.0	46.41	30.18	76.59	38.30	136.95

		Ora Drive.out					
19.0	-19.0	52.66	31.16	83.82	41.91	146.14	
20.0	-20.0	58.97	31.59	90.56	45.28	153.74	
21.0	-21.0	65.31	31.47	96.78	48.39	159.73	
22.0	-22.0	71.68	30.53	102.21	51.10	163.26	
23.0	-23.0	78.08	27.98	106.06	53.03	162.03	
24.0	-24.0	84.22	25.63	109.86	54.93	161.12	
25.0	-25.0	89.84	23.60	113.44	56.72	160.64	
26.0	-26.0	94.91	20.61	115.52	57.76	156.74	
27.0	-27.0	99.42	17.80	117.22	58.61	152.81	
28.0	-28.0	107.60	0.00	107.60	53.80	107.60	
29.0	-29.0	107.60	0.00	107.60	53.80	107.60	
30.0	-30.0	107.60	0.00	107.60	53.80	107.60	
31.0	-31.0	107.60	0.00	107.60	53.80	107.60	
32.0	-32.0	107.60	0.00	107.60	53.80	107.60	
33.0	-33.0	107.60	1.52	109.12	54.56	112.16	
34.0	-34.0	107.60	10.87	118.46	59.23	140.19	
35.0	-35.0	107.60	11.67	119.26	59.63	142.59	
36.0	-36.0	107.60	13.08	120.68	60.34	146.84	
37.0	-37.0	107.60	15.22	122.82	61.41	153.27	
38.0	-38.0	109.64	17.50	127.14	63.57	162.13	
39.0	-39.0	114.45	19.40	133.84	66.92	172.64	

*** ERROR *** PILE TIP TOO NEAR END OF BORING LOG FOR LENGTH = 40.00 FT

STATIC PILE BEARING CAPACITY ANALYSIS - SPT97		Page	4
Project No: 13-139	Ora Drive		
Boring No: B-8			

D. PILE CAPACITY VS. PENETRATION (CONTINUED)

NOTES

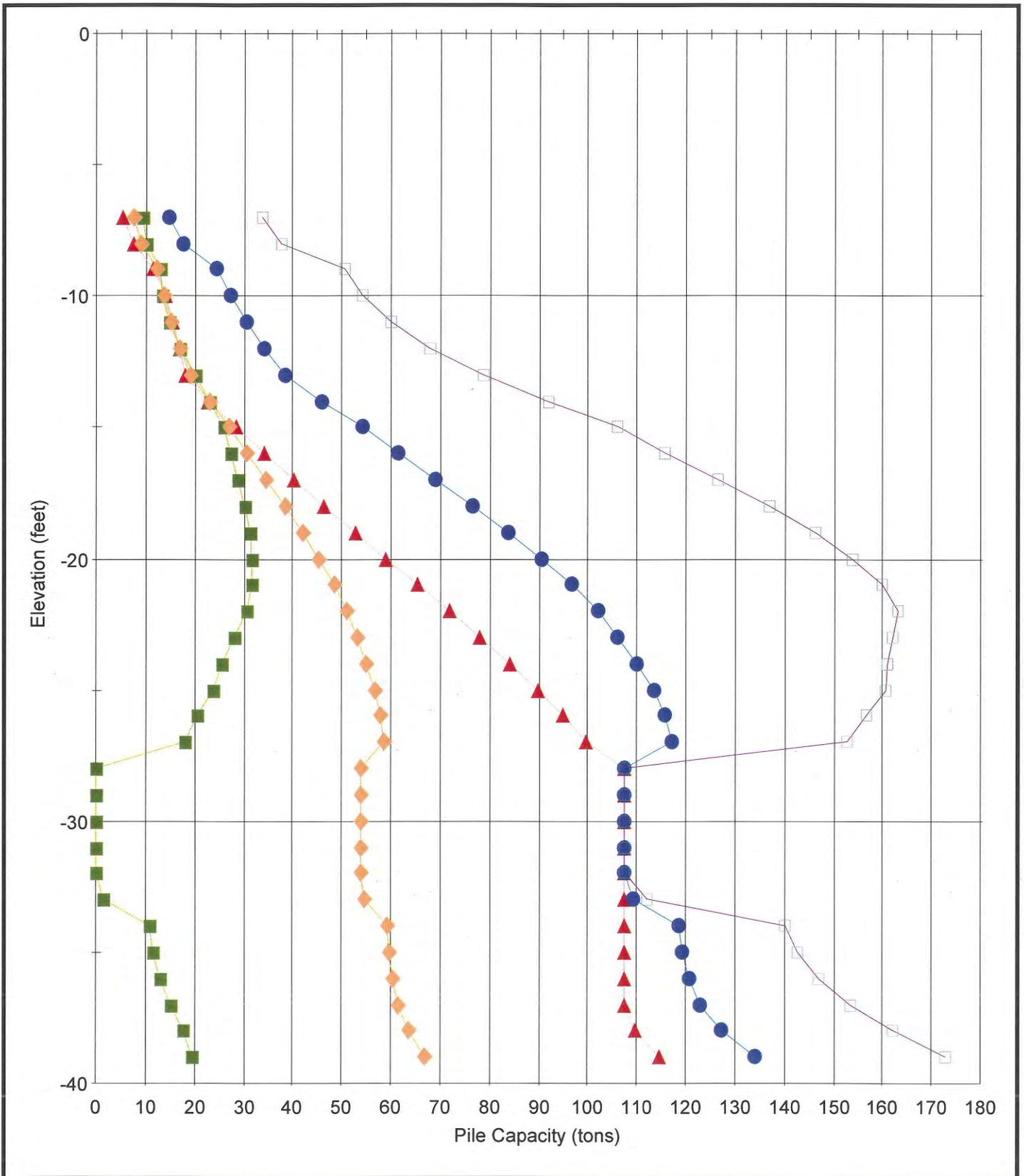
1. MOBILIZED END BEARING IS 1/3 OF THE ORIGINAL RB-121 VALUES.
2. DAVISSON PILE CAPACITY IS AN ESTIMATE BASED ON FAILURE CRITERIA, AND EQUALS ULTIMATE SIDE FRICTION PLUS MOBILIZED END BEARING.
3. ALLOWABLE PILE CAPACITY IS 1/2 THE DAVISSON PILE CAPACITY.
4. ULTIMATE PILE CAPACITY IS ULTIMATE SIDE FRICTION PLUS 3 x THE MOBILIZED END BEARING.

PROBLEM COMPLETED

ANALYSIS NO. 3

Pile Capacities for Pile Width of: 18.00 in

Figure #2



- ▲ Ultimate Side Friction
- Mobilized End Bearing
- Estimated Davison Capacity
- ◆ Allowable Pile Capacity
- Ultimate Pile Capacity



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5993

County Administrator's Report 12. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Pharmacy Services for Escambia County Jail, PD 13-14.045

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Pharmacy Services for the Escambia County Jail - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to use the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP), 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 Contract to Diamond Pharmacy Services, in the annual amount of \$840,500, effective upon approval.

[Funding: Fund 001, General Fund, Cost Center 290402, Object Code 55201]

BACKGROUND:

On October 1, 2014 the Escambia County Detention Facility (Jail) came under the direct management of the Board of County Commissioners. The Escambia County Sheriff's Department and Diamond Pharmacy Services had an existing contract for providing complete Pharmacy Services for the Medical Department at the jail. A new contract was required by the Board of County Commissioners under County Purchasing Policies. The Escambia County Jail Medical Department does not have a full time pharmacists on staff and must rely on an outside contractor for complete pharmacy services. The State of Florida uses the Minnesota Multi-State Alliance (MMCAP) for providing pharmacy services and Escambia County Board of Commissioners has the opportunity to use this agreement. The change to the MMCAP agreement will result in a decrease in the cost per prescription. The fill rate for the ECSO contract was \$3.95 and the state rate is \$3.50.

BUDGETARY IMPACT:

Funding: Fund 001 General Fund, Cost Center 290402, Object Code 55201

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with 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

MMCAP Pharmacy Services contract



Prescription Filling/Pharmacy Service Program

Vendor: Diamond Pharmacy Services, 645 Kolter Drive, Indiana, PA 15701

MMCAP Contract Number: MMS14004

Contract Dates: February 1, 2014 – December 31, 2019

MMCAP Program Manager: Heather Pickett, 651-201-2412

Description of Services:

Vendor will dispense prescriptions and distribute stock medications written by authorized medical staff at designated member facilities. Vendor will provide professional comprehensive pharmaceutical services for all prescription, non-prescription, and intravenous (IV) solutions, as ordered by all prescribers, as well as clinical management and technology solutions that meet the member facilities' requirements.

Location of Service:

Correctional Facilities. Vendor will provide pharmacy services to correctional facilities in all 50 states where FedEx, UPS, or the U.S. Postal Service provide delivery services. Correctional facilities include large and small state departments of corrections, county jails, city jails, juvenile facilities, female facilities, intake centers, forensic treatment centers, and alcohol and drug detox centers.

Long-term Care Facilities. Vendor also will provide services to long-term care, assisted living, MHMR and other healthcare facilities in Pennsylvania, Maryland, Ohio, New Jersey, New York, and Delaware based on their locations.

Value Added Service – Independent Invoice Auditing:

For all MMCAP member facilities using this contract, eAudit Solutions, Inc., will automatically provide independent auditing of Vendor's invoices. eAudit Solutions, Inc., will audit a monthly file of Vendor's invoices to MMCAP members against and independently created WAC file. In the event eAudit Solutions, Inc. discovers a discrepancy in either the cost of the prescription or dispensing fee, Vendor will work with MMCAP to resolve the discrepancy.

Pricing (details in 2.9 below):

Pharmaceuticals and OTCs:

- ◆ Brand name and single-source products will be dispensed at a price per unit rate of WAC minus 5% plus a dispensing fee per prescription and stock piece. Single-source medications are defined as brand name or generic entities that are provided from a single manufacture source.
- ◆ Generic multi-source products will be dispensed at a price per unit rate of WAC minus 80% plus a dispensing fee per prescription and stock piece.

Dispensing Fee:

Correctional Facility/Clinic Dispensing Fees as Related to Facility ADP	
Facility Average Daily Population (ADP)	Dispensing Fee per Prescription and Stock Piece
1-500	\$4.50
501-2,500	\$3.50
2,501–50,000	\$3.00
50,0001+	\$2.50

Contract Details

2 Contracted Services

2.1 Service Area

- A. Correctional Facilities. Vendor will provide pharmacy services to correctional facilities in all 50 states where FedEx, UPS, or the U.S. Postal Service provide delivery services. Correctional facilities include large and small state departments of corrections, county jails, privately owned correctional facilities, city jails, juvenile facilities, female facilities, intake centers, forensic treatment centers, and alcohol and drug detox centers.
- B. Long-term Care Facilities. Vendor also will provide services to long-term care, assisted living, MHMR and other healthcare facilities in Pennsylvania, Maryland, Ohio, New Jersey, New York, and Delaware based on their locations.

2.2 Services—Vendor will dispense prescriptions and distribute stock medications written by authorized medical staff at designated member facilities. Vendor will provide professional comprehensive pharmaceutical services for all prescription, non-prescription, and intravenous (IV) solutions, as ordered by all prescribers, as well as clinical management and technology solutions that meet facilities' requirements. All medications and OTC items that the facility purchases must be purchased from the Vendor. Most prescriptions will be dispensed from Vendor's mail-order pharmacy and will be delivered by commercial package delivery services. Facilities within driving distance (approximately 2.5 hour one-way drive) of Vendor's pharmacies will receive deliveries by courier service. On-site emergency kits, which contain life-saving medications, injections for pain control, antibiotics, and medications to control behavior will also be available, if permitted with proper licensing by Vendor. Vendor will provide facilities with starter kits containing first-dose medications for STAT administration. Emergency prescriptions not available in the emergency kits or starter kits will be provided by Vendor-contracted local backup pharmacies and billed to Facility as a pass-through charge.

Solid, orally administered medications will be provided in true unit-dose blister cards, in which medications eligible for credit will have each bubble of the blister card labeled with the medication's name and strength, lot number, NDC, manufacturer's name, and expiration date. Prescription labels are customizable with Facility-specific information and are barcoded to allow for inventory management as well as quality assurance during med pass. Each prescription label will contain a two-part peel-off tab to allow easy refill processing. For MMCAP correctional facilities, unused blister card medications (both full and partial) will be returnable for credit, where permitted by law, and in accordance with Vendor's return policy.

Vendor will provide 24 hour a day/7 day a week/365 day a year (24/7/365) consulting with a regularly scheduled pharmacist accessible using a toll-free telephone number.

Formulary development and management, at no charge to the Facility, will be available to provide cost control and to ensure that the most appropriate medications are safely prescribed in accordance with manufacturer's recommendations and as written by the Facility's medical staff.

Vendor will provide on-site medication room inspections and reviews, if requested and for the hourly rate set forth in Article 7 Audits, to ensure proper storage and security of pharmaceuticals, when requested. The frequency of inspections will be determined by accreditation requirements, department of health regulations, and state law.

Vendor will offer correctional facilities Sapphire eMAR—a proprietary web-based electronic ordering, reconciliation, inventory and eMAR software. Vendor will provide the pharmacy portion of the software free-of-charge, on the condition that the member Facility uses it to order and purchase all of its non-emergency medications from Vendor. Vendor will also provide facilities access to a free electronic reconciliation system. Vendor will also provide Online Reporting Program (ORP) is a web-based program that is accessible 24/7/365 that allows staff at member facilities the ability to access patient data and to generate standard and custom reports. Vendor will also work with other vendors to establish an interface with providers of other electronic health records and comprehensive medication management programs for correctional, long-term care, and assisted living facility clients. Vendor will cover the costs on a case by case basis within reason, up to \$2,500 to develop the Vendors portion of the interface and discuss any possible charges that will be required by the Facility prior to any interface or programming work being initiated. Facility will be responsible for any fees charged from the EHR or JMS system or switch company. Vendor may offer an Electronic Health Record to facilities for a charge to be determined by the Vendor for each individual Facility.

Vendor will offer to loan to the facilities medication carts and a fax machine to each Facility throughout the duration of this contract. Fax machine replacement toner/cartridges can be purchased through Vendor at Vendor's actual acquisition cost plus dispensing fee. Number of carts supplied will be based on the average number of blister cards utilized and cart capacity. Vendor will also provide basic manufacturer supplied reference materials/video library, in-service training when requested for a fee, commissary supplies, and an information exchange from other facilities serviced by the Vendor. Reference books and publications, such as Physicians' Desk Reference (PDR), Nursing Drug Handbooks, etc., can be purchased through the Vendor at Vendor's actual acquisition cost plus dispensing fee plus shipping.

Vendor will offer to provide third party billing services for federal inmates housed in MMCAP member Facilities (U.S. Immigration and Customs Enforcement, U.S. Marshals Service, Bureau of Prisons), Medicare, and Medicaid recipients, and holders of private insurance where eligible and when the information is made available from the Facility to the Vendor at the time of order transmission.

Vendor will provide a 30-45 day transition plan (including orientation) and 60-day follow-up period for questions that may arise and troubleshooting.

Monographs—Patient medication information monographs are available through Sapphire 24/7/365 and can be printed at Facility level from Vendor's web based Sapphire eMAR Program.

Consulting—Licensed pharmacists will be available by toll free phone 24 hours a day, 7 days a week, and 365 days a year (24/7/365) to provide routine and emergency consultations regarding all phases of a Facility’s pharmacy operation and to prescribing physicians and nurses regarding pharmaceutical therapy and cost recommendations. Pharmacists will be experienced in correctional medicine, long-term care, assisted living, and mental health management, and understand the complexities associated with these settings.

Pharmacy and Therapeutics (P&T)—Vendor will provide access to a clinical consulting department that will be staffed with personnel such as doctors of pharmacy, registered pharmacists, AAHIVP HIV Pharmacists,[™] a certified diabetes educator, a registered nurse practitioner, and a certified anticoagulation specialist.

For each Facility, Vendor will provide a lead pharmacist account manager who will serve as an active member of (and chair, upon request) a Facility’s pharmacy and therapeutics (P&T), pharmacy, quality assurance (QA), continuous quality improvement (CQI), medical leadership, and other committees, as required and when requested. Consulting will be provided free of charge if via video- or teleconference or billable at \$75.00 per hour plus travel expenses, if on site.

Vendor will have videoconferencing available for facilities with those capabilities for face-to-face meetings with Vendor staff any time.

Protocols and Reports—Upon request, Vendor will provide disease state management protocols for chronic illnesses such as diabetes, hypertension, psychiatric, cardiovascular disease, asthma, chronic obstructive pulmonary disease (COPD), and HIV upon request. The protocols will include approved therapies and cost-effective pharmaceutical guidelines.

Recalls—When Vendor is notified of recalls, Vendor will review current inventory at their pharmacy(ies), remove items identified in the recall, and then Vendor will notify all relevant facilities that may have received the particular lot by fax or email.

Medication Destruction— Non-controlled substances that are outdated can be returned to Vendor for destruction regardless of their source, if permitted by state and local regulations. Unused medication must conform to Vendor’s credit policy or the item will be properly discarded by Vendor without credit. Recalled product will be addressed on a case by case basis and Vendor will follow the guidelines provided by the manufacturer for the return of product as well as provision of credit in accordance with the manufacturer guidelines. In the event Facility needs reverse distributor services the Facility will be responsible for those charges.

Credit on Returns (For MMCAP Correctional Member Facilities)—Vendor provides credit on unused medications, where permitted by law or regulation. Vendor will provide credit on both full and partial cards of medications. Credit is offered on full and partial cards at 100% of the amount billed to a Facility less a \$0.60 processing fee per card, but not to exceed the current market value of the medication per dose of medication eligible for return. Non-creditable medications or medications that inmates brought into the Facility also can be returned for disposal or destruction at no charge.

Vendor will provide credit, where permitted by the State Board of Pharmacy and the FDA, on full and partial blister card medications returned, provided they:

- ◆ Remain in their original sealed blister packs
- ◆ Have been stored under proper conditions
- ◆ Have not been adulterated or defaced
- ◆ Are not within 3 months of expiration
- ◆ Have not been released to the inmate population or labeled/dispensed as “keep on person”
- ◆ Are not controlled substances
- ◆ Have a minimum value of \$1.50 per returned card
- ◆ Have not been billed to a private insurance or Medicaid

Vendor will comply with the Pennsylvania State Board of Pharmacy regulations and in accordance to Facility’s home state regulations for returning medications for credit. Medications that are packaged with multiple units per bubble in a blister card or in multi-dose strip packaging must be destroyed upon return; thus, they do not qualify for credit.

Vendor will be responsible for the shipping costs for all returned medications back to Vendor when utilizing the Vendor provided prepaid preaddressed FedEx Package Returns Program (PRP) or UPS Authorized Return Service (ARS) labels. These labels will be simply affixed to the return box when full, which is handed to express delivery personnel during their normal pickup/delivery to a Facility.

Controlled medication and open partial stock medication cannot be credited per federal regulations. Credits are issued on medications based upon the professional judgment of the Vendor pharmacist.

Returns received by Vendor by the 15th of each month will be credited on the next invoice. Credit memos will be deducted from payment of the oldest outstanding invoice.

Upon contract termination, any desired returns must be received by Vendor within fifteen (15) days of contract termination. Vendor will not return back to the Facility and returned items not eligible for credit.

Third Party Billing Capabilities

a. Vendor will directly invoice medical assistance, private health insurances, AIDS Drug Assistance Programs (ADAPs), the federal government, U.S. Immigrations and Customs Enforcement (ICE), the U.S. Marshals Service (USMS), and other sources of payment whenever the patient is eligible and when the billing information is provided to the Vendor by the Facility with the medication order and when permitted.

b. Medications invoiced to other payers will be billed at the Pennsylvania Medicaid rate. If these invoices are not paid within 90 days, the Facility will be responsible for all charges at the agreed upon Facility’s rate, and Vendor will cease billing the alternate payers.

c. Invoices for residents of long-term care or assisted living facilities are billed in the same itemized manner. Vendor will bill Medicaid and third party insurance providers in Delaware, Maryland, New York, New Jersey, Ohio, and Pennsylvania when permitted to bill and when patient is eligible.

d. U.S. Marshals Service - Vendor is a Heritage Health Solutions participating pharmacy. Prescriptions submitted by these sites for U.S. Marshals Service (USMS) inmates are noted as such by the site, and Vendor routes these appropriately for online adjudication and reimbursement. Vendor's third party billing department will monitor these claims daily for any rejections or outstanding non-formulary medications; and will handle these claims directly with the Heritage Health Solutions customer service department.

e. Medicaid—Vendor is a Medicaid provider in most states that permit out of state billing and where patients can be billed. Vendor will use local backup pharmacies where available to fill and bill orders if patients are eligible for Medicaid benefits and when Vendor does not have a Medicaid provider number for the state.

Dispensing Controlled Substances—Prescriptions for CII (C2) controlled substances must be written on a hard copy prescription blank and forwarded to Vendor within 72 hours of being written. Some states permit Vendor to fill the prescription using a faxed image of the prescription, and upon verification, the Facility will mail the original. Other states require the prescription to be "in hand" prior to Vendor's dispensing medication. Vendor follows guidance established by each appropriate state and the U.S. Drug Enforcement Administration (DEA).

Prescriptions for CIII-IV (C3-5) controlled substances can be filled using a faxed image of the prescription as long as the order faxed to Vendor has a quantity, clear directions, and prescriber's signature. If an electronic order is submitted for a controlled substance, that image must be printed to hard copy, signed by the provider, and then faxed to Vendor in compliance with DEA rules and regulations.

Vendor and Facility will strictly adhere to rules and guidance established by the DEA regarding prescription requirements to ensure that a Facility and Vendor remain in full compliance. DEA restrictions apply to the electronic transmission of controlled substance orders, and Vendor follows all DEA rules and regulations on this subject.

2.3 Compliance

All medications will be labeled, packaged, and dispensed/distributed for stock or patient specific in complete compliance with all current, anticipated and future local, state, federal and department laws, rules, regulations, and provisions, or in their absence, the best practices of the trade and industry standards.

A. **State Boards of Pharmacy Licensure**—Vendor will be licensed in good standing with the State Boards of Pharmacy in accordance with the standards of the Commonwealth of Pennsylvania and as a non-resident pharmacy in the states needed where MMCAP Facilities are located.

- B. **DEA Registration**—Vendor is registered with the U.S. Drug Enforcement Administration to dispense controlled substances in Schedules II–V.
- C. **Licensed Wholesaler/FDA Registered Repacker**— Vendor will be a licensed wholesaler in the state of Pennsylvania and states where the participating Facilities are located in when needed and will provide repackaged stock medications in 30-count blister cards using the services of an FDA Certified Repacker.
- D. **Joint Commission**—Vendor will remain accredited by The Joint Commission, for pharmacy for the term of this agreement. Failure to do so may result in immediate cancelation of this agreement.
- E. **VAWD**—Vendor will remain accredited as a Verified-Accredited Wholesale Distributor (VAWD) by the National Association of Boards of Pharmacy (NABP) for the term of this agreement.
- F. **On-Site AAHIVM HIV Pharmacists™**—Vendor currently has on staff and available to facilities two expert pharmacists who have earned the designation of American Academy of HIV Medicine (AAHIVM) HIV Pharmacist™ (AAHIVP). These experts are available to answer questions related to the treatment of human immunodeficiency virus (HIV), Hepatitis B virus (HBV), Hepatitis C virus (HCV), and HIV/HBV/HCV co-infected patients as well as questions relating to drug–drug and drug-disease state interactions. Vendor will maintain an AAHIVP certified Pharmacist for the term of this agreement.
- G. **FDA Risk Evaluation Mitigation Strategies**—Vendor will follow all appropriate regulations, guidelines, and procedures established by federal and state laws including those of the U.S. Food and Drug Administration (FDA) for operating in compliance with FDA-approved Risk Evaluation and Mitigation Strategies (REMS).
- H. **HIPAA**—Vendor will comply with current Health Insurance Portability and Accountability Act (HIPAA) and all applicable regulations promulgated thereunder. In accordance with HIPAA, Vendor will keep secure and private all information that may be considered Individually Identifiable Health Information (IIHI).

2.4. Orders/Returns

- A. **Products** -- When available, Vendor will use A and/or AB rated generic pharmaceuticals and OTC products when available except when the prescription is required to be dispensed as written.
- B. **Hours of Operation**—Vendor will provide operational and clinical consulting service 24 hours a day, 7 days a week, and 365 days a year (24/7/365). A pharmacist will be able to be reached directly by phone or with Vendor’s after-hours answering service by calling: 1.800.882.6337.
- C. **Medication Ordering Process**—Orders may be placed by phone or fax 24 hours a day, 7 days a week, and 365 days a year (24/7/365). Physician’s orders may be faxed directly by designated cut off time for shipment without transcribing as long as they are complete and legible. Correctional Facilities may order electronically using Sapphire eMAR, a web-based medication management system. Vendor will work with MMCAP member facilities that are long-term care or assisted living providers to encourage their electronic ordering software systems currently in place at those locations to interface with Vendor’s third party Pharmacy Information System software. Vendor will assign one primary and one backup technician to process a Facility’s orders which enables Facilities to talk to the same people every day as a main point of contact.

D. Emergency Orders -- Emergency orders will be submitted directly to Vendor's toll-free stat fax line or electronically through Sapphire, which connects to a dedicated server that is staffed 24/7/365. Emergency orders will be handled on a priority basis and, depending on account-specific policies and procedures, will be delivered directly by courier and will be billed from the Vendor to the Facility as a pass through.

1. STAT & Emergency Medications—Emergency prescriptions for STAT orders will be provided through the emergency kit/starter packs or by a pre-arranged, subcontracted local backup pharmacy of the Facility's preference.

Emergency medications not found in either the emergency medication kit or the starter packs and unavailable from Vendor in sufficient time will be provided to the Facility when available in a minimum quantity by a local backup pharmacy in the immediate area.

2. Local Backup Pharmacies—When Facility needs an emergency prescription, the Facility staff faxes or electronically transmits the prescription using Vendor's STAT FAX LINE, which is staffed and available 24/7/365. Upon order receipt, Vendor contacts the backup pharmacy and arranges for the emergency prescription.

Emergency prescriptions also can be delivered directly to the Facility using the local pharmacy's delivery service or a taxi or courier service that has been pre-arranged by Vendor, at the Facility's request.

If phoning Vendor with emergency orders, the Facility will be immediately transferred to a dedicated customer service technician or a pharmacist who can expedite the emergency/STAT need. If called in after hours, Vendor's answering service will patch the call through to an on-site pharmacist at the Vendor's pharmacy, on duty 24 hours a day.

The backup pharmacy will invoice Vendor, and Vendor will invoice Facility. The amount of the charge will include the normal Vendor-contracted rate plus any additional charges from the local pharmacy. These additional charges will be passed through at Vendor's cost, without any margin or mark-up. Charges may include, but are not limited to, the cost of the local pharmacy's prescription, if above Vendor's contract price, plus any delivery or on-call charges; taxi or courier charges; etc. Detailed reports of all emergency prescriptions will be provided with Vendor's invoice each month.

3. Emergency Kits—Vendor will provide lockable emergency medication kits that contain injectable medications used for immediate administration to alleviate pain, treat infections, modify dangerous behavior, and preserve life if permitted by licensing and state regulations.

Medications and stock quantities will be determined in conjunction with the facilities' medical director.

All contents will be listed on the sealed, lockable kit.

Accountability sheets in each kit or cabinet will be used to document inventory, administered doses, and destruction.

Medications utilized will be replenished by the Vendor and billed to the Facility.

4. Stock Cards for STAT/Emergency Administrations—Prior to Facility initiation Vendor will establish a sufficient stock inventory based on the Facility's current products and the amounts used if permitted by licensing and state regulations.

Appropriate stock quantities will be maintained using the following process:

Vendor will develop a customized order form that lists all stock items used by the Facility. Each form will contain a list of the items with complete descriptions and package sizes. To order, the Facility will indicate the quantity needed next to each item on the form and submit the order to Vendor.

Access to medications must be limited to authorized personnel, and medications must be kept secure at all times.

Vendor will provide stock cards for medications that are needed for immediate administration. Stock-card doses are packaged in tamper-proof blister packs. Over the counter and legend items will be packaged in blue blister cards, and controlled substances dispensed as stock will be packaged in red blister cards to differentiate the drugs and prevent diversion.

Inventory flow sheets will be provided to record and document each dose administered from the stock card to reconcile all doses. When stock is depleted, completed accountability sheets must be faxed to Vendor to reconcile doses. Medication can be reordered as needed by submitting by fax or electronically the peel-off reorder label to Vendor or by using stock order forms. Vendor's system of accountability complies with all National Commission on Correctional Health Care (NCCHC) and American Correctional Association (ACA) guidelines.

To help minimize diversion, Vendor will require the prescriber and a member of the nursing department to sign order forms for controlled substance stock items before they are dispensed.

- E. Fax Machine**— Vendor will offer to provide each Facility with a plain paper fax machine for the transmission and receipt of information between the Facility and Vendor. Fax machine replacement toner/cartridges may be purchased through Vendor at Vendor's actual acquisition cost plus dispensing fee.
- F. Electronic Ordering through Sapphire eMAR (For MMCAP-Member Correctional Facilities Only)**—Vendor will provide access to Sapphire eMAR free of charge to eligible Facilities purchasing all non-emergency medications from the Vendor and using the system to transmit all orders to Vendor. Vendor will take full responsibility of installing the product and its support.

- G.** Vendor will be responsible for the shipping costs for provided medications as part of the dispensing fee for facilities in the lower 48 states. For facilities in Alaska and Hawaii, shipping will be billed.

2.5 Packaging

A. Medication Packaging Options—Prescription and non-prescription solid, orally administered medications will be dispensed in the Facility's choice of several packaging methods.

1. Tamper-proof USP Class B unit-dose blister cards. Blister cards provide a specialized filling system for safe, efficient, and cost-effective medication distribution.
2. Original manufacturer's pill bottles
3. Conventional prescription bottles
4. Stock cards (where allowable)
5. Multi dose packaging (at a separately negotiated rate)
6. Strip packaging (at a separately negotiated rate)
7. Other systems, upon request (and at a separately negotiated rate).

Contract pricing is based on 30 day single dose blister card packaging. Pricing for other packaging methods will be determined on a case-by-case basis and a quotation is available from Vendor upon request.

B. True Unit-Dose Blister Cards—Maintenance medications will be dispensed in a 30-day supply unless otherwise requested. Solid medications will be dispensed in 30-count blister cards with one unit per bubble.

C. Discharge medications will be dispensed to the Facility in the quantity requested. All discharge medications will be dispensed in childproof containers, unless otherwise requested. These medications will be labeled appropriately with all directions and auxiliary warning labels, in compliance with applicable regulations.

D. OTC medications will be sent in 30 day blister cards or bulk original manufacturer's packaging, except when ordered by the prescriber for individual patients or when prohibited by law or Pharmacy Board regulations.

E. Liquid medications will be provided in unit-of-use containers, as written.

F. Eardrops and liquids will be provided in original manufacturer containers or are repackaged from their original glass containers into plastic, if requested and when permitted by FDA.

G. Creams and ointments will be provided in original manufacturers' containers or in plastic jars, if requested and when permitted by FDA.

H. IV mixtures will be dispensed compounded, labeled, and ready to administer or will be dispensed in Mini-Bag Plus packaging for easy self-mixing on site, upon request by the Facility.

I. Medication Labeling—Each prescription will be properly dispensed and labeled as patient-specific or stock in full compliance with all federal and state laws, rules, regulations, and provisions. Each label will include the following information:

- ◆ Pharmacy name and address
- ◆ Patient name
- ◆ Patient identification number (upon request)
- ◆ Cell block (if applicable)
- ◆ Medication name and strength
- ◆ Medication imprint, shape, and color for proper identification
- ◆ Dosage form
- ◆ Generic interchange information
- ◆ Quantity dispensed
- ◆ Manufacturer's name
- ◆ Lot number
- ◆ Medication expiration date
- ◆ Date on refill label, indicating when medications may be refilled
- ◆ Route and times of administration
- ◆ Directions for use (Spanish available upon request)
- ◆ Prescription number
- ◆ Prescriber name
- ◆ Original date
- ◆ Dispense date
- ◆ Discontinue date (stop date) and/or refill information
- ◆ Dispensing pharmacist's initials
- ◆ Cautions and alerts

For safe and effective medication use, warning/auxiliary labels will be provided as appropriate on prescription labels. The labeling describes cautions, warnings, potential interactions and reactions, and dietary instructions. Examples of warning/auxiliary labels include "take with food," "may cause drowsiness," and "shake well."

J. Labels for Controlled Substances—Controlled substances, which are packaged in red blister cards for easy identification, will be marked with a large red letter "C" if in Schedules III-V (C3-5) and with two red letter "C"s if Schedule II (C-2) to allow Facility staff to differentiate the schedules.

K. Peel-off Refill Tabs—Part of the medication label will be a thermal barcode label with a peel-off refill tab, printed in clear, large type. The tabbed refill labels will be supplied on every labeled medication order. Each refill tab will contain the patient’s name and number, medication name, quantity, number of refills, prescriber, prescription number, unique card identification, and date the next refill is due. The form can then be faxed to Vendor or scanned into the Sapphire eMAR system for electronic refill submission.

L. Customizable Barcodes—Each correctional Facility label’s barcode will be recognizable by Vendor’s ePrescribing and Sapphire eMAR software or by any in-house computer software. The barcode also can be accommodated, as space permits, to include specific prescription-related information requested by facilities.

M. True Unit-dose Labeling—Vendor’s blister cards will be true unit-dose packaging for medications eligible for credit. While the label itself contains detailed information, the back of each pill bubble in the blister card is labeled with the medication name and strength, lot number, expiration date, and manufacturer ID. Only true unit-dose packaging allows for credit on returned medications. This will apply to medications eligible for the Credit Upon Returns Policy, described above.

2.6 Delivery

A. Routine Order Cutoff Times (For MMCAP Correctional Facilities)—New, routine orders can be submitted electronically before 2:00 p.m. EST/EDT Monday through Friday and 12:00 noon EST/EDT Saturdays (Facility routine order cutoff times). Late orders can be submitted by telephone directly to Facility technicians before 6:00 p.m. EST/EDT Monday-Friday.

Vendor is willing to discuss later cutoff times for non-Eastern Time Zones, if needed.

Emergency or STAT orders that cannot be filled using on-site medications in starter stock or emergency kits are provided the same day through a predetermined local backup pharmacy.

B. Delivery Times—The following table lists the cutoff times by which Facility must submit new orders for them to be filled by Vendor for next-business day delivery.

Order Deadlines and Guaranteed Next-Day Delivery Times for MMCAP Facilities			
Order Day/Cutoff Time		Delivery Day/ Guaranteed Delivery Time	
Monday	2:00 p.m. EST/EDT	Tuesday	Dependent on FedEx and UPS
Tuesday	2:00 p.m. EST/EDT	Wednesday	Dependent on FedEx and UPS

Wednesday	2:00 p.m. EST/EDT	Thursday	Dependent on FedEx and UPS
Thursday	2:00 p.m. EST/EDT	Friday	Dependent on FedEx and UPS
Friday	2:00 p.m. EST/EDT	Saturday, if available	Dependent on FedEx and UPS
Saturday	12:00 noon EST/EDT	Monday	Dependent on FedEx and UPS
Sunday	All Day	Tuesday	Dependent on FedEx and UPS
<p>Shipments to Alaska and Hawaii will typically take one additional business day. Emergency/STAT orders can: Be placed any time, 24/7/365. Usually be obtained using on-site emergency kits or emergency starter stock provided by Vendor. Be provided by a local backup pharmacy, when available, if not available on site. Vendor is willing to discuss later cutoff times for non-Eastern Time Zones, if needed.</p>			

C. Refill Orders—Normal turnaround on medication refill orders will be 2 business days from order placement to delivery. For facilities located in Alaska and Hawaii, add an additional business day. Facility staff should order medication refills 5-7 days prior to the current supply running out.

If a situation arises that causes the Facility to need a refill the next day, Vendor will accommodate the request and provide medication with the next shipment.

Delivery and cutoff times for long-term care and assisted living facilities are highly variable and depend on the needs of each Facility. Vendor will negotiate the times in good faith following the best trades and practices of the industry while exceeding the needs of member facilities. Vendor couriers deliver to long-term care and assisted living facilities at least once daily.

D. Shipments—Orders will be shipped for next-day delivery where available 6 days a week—Monday through Saturday, excluding Sundays and some nationally recognized holidays (New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas).

E. Guaranteed Delivery Times—All new medication orders have a next-day guaranteed delivery time as published by FedEx or UPS. A contracted local backup pharmacy will process emergency orders.

All medications ordered will be shipped to be delivered by the carrier's guaranteed delivery time the following day unless a medication is on national backorder or in the event that Vendor is out-of-stock. In that event, the medications usually are delivered the following day or a backup source will be used. All notifications of a medication on national backorder or out-of-stock will be communicated to the Facility on the delivery manifest, or if using electronic reconciliation, will be provided online *prior* to the shipment being delivered.

F. Shipment Packaging—Vendor's shipment packaging maintains medications at the manufacturers' recommended specifications. All medications that require refrigeration will be shipped in either insulated expander packs or Styrofoam® coolers with a cold pack to ensure proper temperatures. Outer boxes containing refrigerated items are labeled with a fluorescent orange sticker that states, "Refrigerated Items Enclosed." Refrigerated items will not be shipped for weekend delivery unless requested.

G. Shipping Manifest—Every medication shipment will contain a detailed computerized delivery manifest containing Vendor's name, patient name and identification number, prescription number, medication name and strength, manufacturer, quantity dispensed, date dispensed, Facility name, and price. If a Facility needs additional information on the delivery manifest, Vendor will make every effort to accommodate the request. Controlled substances will be packaged in a separate bag containing its own delivery manifest. In addition to a paper delivery manifest, facilities that want to electronically reconcile their orders can review pending deliveries before they arrive on site. Delivery reports will be sorted per Facility request by patient name, patient identification number, patient location, or medication.

If an ordered item is not part of the current shipment, the item and the reason for its absence (i.e., ordered too soon to fill, ordered past cut date, non-formulary medication, etc.) will be clearly indicated on the exception report section of the delivery sheets. For sites reconciling their orders electronically, this information will be automatically included in Vendor's reconciliation program and can be reviewed daily. Items that need action by a nurse or medical provider prior to shipment can be reviewed before the order ships from Vendor, allowing facilities to be proactive and prevent medication delays. Any shortages will be corrected within 24 hours.

H. Delivery Tracking—All orders will be tracked to ensure the timeliness and accuracy of deliveries. Vendor's shipping software will track packages at every destination point. The software will provide estimates and confirmations of scheduled and actual delivery times as well as the names and signatures of delivery recipients.

Upon request, Vendor will automatically email the facilities the FedEx or UPS tracking information, including the tracking number and a link to the shipping company's website. Vendor can establish a special FedEx account for facilities, enabling staff to view the delivery status of all packages scheduled for the Facility. In addition, upon request, Vendor can provide reference numbers with Facility codes and dates, enabling the Facility to track packages over the telephone rather than online.

If an order is not delivered by its guaranteed delivery time, Vendor’s shipping department will begin the process of tracking the shipment. If Vendor determines the package is lost in shipment, Vendor will immediately contact the Facility and provide a copy of the missing delivery manifest so each item can be reviewed and it can be determined if Vendor needs to supply the medication(s) using local backup sources. Those medication orders will immediately be sent to the backup by Vendor customer service technicians. The balance of the order will then be shipped for next-day delivery to the Facility.

I. Reconciliation and Inventory Management (For MMCAP Correctional Member Facilities)—Vendor’s reconciliation and inventory-management software will allow a Facility’s staff to quickly reconcile medication order shipments using barcode technologies, request/track refills, and managing returns online. Vendor’s system will export order information in various file formats such as Excel, Word, or PDF.

Once scanning is completed, the software automatically notifies Facility staff of any missing items.

Facilities will be able to review shipments as they build each day. Regarding items that could not be shipped, Vendor’s system will provide the Facility with information such as refills sent past the cut date, medications need a non-formulary approval, refills ordered too early, medications need a controlled substance hard copy, etc.

J. Recalls and Backorders—Vendor will have dedicated staff pharmacists to address manufacturer recalls, shortages, and medication backorders. When Vendor is notified of recalls, the team will immediately review Vendor’s current inventory and remove items identified in the recall. Vendor’s software will provide reports that list patients who received recalled medications. Vendor will notify all relevant prescribers and other personnel according to pre-established protocols and procedures. Vendor will notify all Facilities by fax and email.

K. Stock Drug Pedigree Requirements—

Vendor will fully comply with all pedigree requirements and offer electronic pedigrees. Pedigrees can be viewed by logging in to a secure password-protected site using Vendor’s web-based software from any web-based computer. Paper copies can be provided upon request.

2	SELLER	TRANSACTION	BUYER	TRANSACTION IDENTIFIER	TRANSACTION DATE
	DIAMOND DRUG, INC.	Sale	Remedy Repack	20091119DNRR	19 Aug 2009
Seller: DIAMOND DRUG, INC. 665 KOLTER DRIVE, INDIANA, PA 15701 USA		Buyer: Remedy Repack 655 Kolter Drive, Indiana, PA 15701 US			
Transaction 20091119DNRR InvoiceNumber Identifier: 19 Nov 2009					
Authentication DIAMOND DRUGS, INC. Contact: CUSTOMER SERVICE 800-882-6337 info@diamondpharmacy.com www.diamondpharmacy.com					
Certified By: Joan Zilner Fri Nov 20 07:41:01 GMT 2009					
ITEMS IN TRANSACTION					
Lot: JD4270 Expiration: 28 Feb 2012 Quantity: 2					
http://diamond.rxsaferguard.com/nexus/epedigree/search_pedigree/pedigree-detail.html?.....					11/20/2009

Legal and regulatory requirements dictate that medications dispensed as stock must be distributed by a licensed drug wholesaler. Vendor is a Licensed Wholesaler in Pennsylvania and in all states in which it operates and distributes medications. Vendor will fully comply with all wholesale and repackaging requirements.

Vendor's wholly owned subsidiary, RemedyRepack is an FDA Registered Repacker, which permits it to legally distribute stock medications in 30 count blister packs as opposed to bulk bottles.

Vendor will maintain Verified-Accredited Wholesale Distributor (VAWD) designation.

2.7 Invoicing

Vendor will invoice a minimum of once a month or more frequently upon request. Each invoice will detail all charges for the current month, any unpaid balances, and any credits issued in the current month. Payment terms will be net 30 days.

Invoices will be provided in Excel, in the format of Facility choice including FTP-site download, hard copy, or CD-ROM. Invoices will include the contract number and/or purchase order number. Each line item will contain a prescription number, patient name and identification number, medication name and strength, quantity dispensed, price, NDC number, date the prescription was dispensed, prescriber name, and credits.

Invoices will be individually printed and billed directly for each patient or other jurisdiction such as for federal government agencies including U.S. Bureau of Prisons (BOP), U.S. Immigration and Customs Enforcement (ICE), U.S. Marshals Service (USMS), and for counties other than the one in which the inmate is housed. Vendor will bill compensation orders, medical assistance, health insurance, AIDS drug assistance programs (ADAP), or other payment sources if the patient is eligible, if permitted to bill, and if Vendor receives billing information at the time of dispensing. Medications invoiced to other payers will be billed at the Pennsylvania Medicaid rate. If these invoices are not paid within 90 days, the contracted Facility will be responsible for all charges at the agreed upon Facility's rate, and Vendor will cease billing the alternate payers. Invoices for residents of long-term care or assisted living facilities will be billed in the same itemized manner.

Credits (for correctional accounts) will be individually listed, showing the amount of credit for each item. Vendor will provide a printout of all issued credits, alphabetized by patient name and including prescription number, date, medication name, quantity returned, and amount of credit issued.

Vendor will invoice facilities for any backup and delivery charges in an itemized format.

Customized invoice reports will be available. Data in the invoices will be sorted according to the Facility's such as by inmate/patient name, medication name, medication category (psychotropic, HIV, etc.), dispense date, physician, or cost.

2.8 Value Added Services

A. Independent Auditing of Vendor's Invoices

By January 15, 2014, Vendor will contract with eAudit Solutions, Inc., to provide independent auditing of Vendor's invoices to Member Facilities. Vendor will provide eAudit Solutions, Inc. a monthly electronic file of all of its invoices to Member Facilities. At a minimum, the file will contain:

- Customer Name
- Diamond's Customer Number
- Order/Invoice Number (if applicable)
- Bill to Address
- Bill to City
- Bill to State
- DEA
- HIN
- NDC
- Product Name
- Quantity Dispensed
- Wholesaler Acquisition Cost (WAC (as published by Cardinal Distribution), if applicable)
- Actual Acquisition Cost (AAC, if applicable)
- Price of drug (Quantity dispensed * WAC or AAC price per unit)
- Discount Applied to the Prescribed Pharmaceuticals (WAC -5% for single source products, WAC -80% for multisource products, or \$0 for AAC products)
- Invoiced Price (Quantity Dispensed * (Price of drug - Discount Applied) or AAC+\$2.50)
- Average Daily Population (as reported by the Member Facility)
- Dispensing Fee Charged

eAudit Solutions, Inc., will audit the file within two business days and provide to Vendor and MMCAP a copy of its findings. In the event eAudit Solutions, Inc. discovers a discrepancy in either the cost of the prescription or dispensing fee, Vendor will work with MMCAP to resolve the discrepancy, however payment will still be made from Facility to Vendor when due.

In the event Vendor and eAudit Solutions, Inc., do not come to an agreement to provide these services Vendor will find a mutually acceptable independent auditing service. If the parties to this Agreement cannot agree upon an independent auditor the administrative fee paid to MMCAP will be increased to 3% of the dispensing fee.

B. Overview of Online Reporting Program (For MMCAP Correctional Member Facilities)—Vendor will provide an Online Reporting Program (ORP) that is a robust web-based patient profile-reporting tool. Users will have various reporting options as well as multiple ways to view, sort, and print the dispensed data based on specified parameters.

C. Management Reports

Vendor's statistical reports are a modular combination of Excel charts, graphs, figures, and reports that help illustrate monthly expenditures and usage, as well as prescribing habits and trends. The system currently contains over 300 available reports and charts, as well as over 400 yearly trending figures. Vendor customizes and creates reports to meet the needs of each Facility.

D. Vendor's standard reports:

Patient Census—Graphically presents the number of inmates in the Facility receiving medical care (Report is provided monthly and includes trends.)

Total Monthly Cost—This report provides the gross total cumulative amount of Vendor's invoices to the Facility by month. The total includes all stock and prescription medications, formulary and non-formulary drugs, health-care supplies and the costs of any STAT deliveries. (The report includes trend information.)

Total Monthly Costs Less Credits—This report uses the data compiled for the Facility's gross cumulative total by month and deducts any credits that were issued for returned medications, healthcare supplies, etc. (The report includes trend information.)

Total Monthly Cost per Patient Less Credits—This report is the Facility's net invoiced cumulative total costs per month divided by the number of patients receiving care that month (This report includes trend information.)

Total Non-Formulary Prescription Orders—On a monthly basis, the site is provided the number of non-formulary orders shipped to the Facility (This report includes trend information.)

Non-Formulary Costs—Not only will the Facility know how many non-formulary prescriptions it is receiving, is also will know how much it is spending on a cumulative basis, each month for these medications (This report includes trend information.)

E. Medication Carts.

Vendor will offer to provide locking medication carts on loan based on average prescriptions dispensed and cart capacity for the secure storage, transportation, and administration of all medications and supplies based on the Facility's size and number of patients serviced.

Vendor's carts are top-of-the-line, durable, lightweight, and narrow for easy maneuverability throughout correctional facilities and contain:

- ◆ Three blister card drawers
- ◆ A 3-inch high drawer (for storage of topicals, ophthalmics, etc.)
- ◆ A separate, locked narcotic box
- ◆ Convenient features such as an extension table, an attached cup holder, an attached MAR holder, and a trash receptacle

Vendor's locked narcotic box meets all Drug Enforcement Administration (DEA), State Board of Pharmacy, and State Board of Nursing requirements related to the provision of a double-locked storage area.

Medication carts vary in size, style, and options based on availability at the beginning of or throughout the agreement. Medication carts are provided on loan for the duration of the agreement when the Facility orders all medications from Vendor. Vendor will provide maintenance and parts for the carts and will replace the carts when necessary.

F. Reference Materials—Vendor will provide medication information and educational materials to prescribers, nurses, officers, and patients on topics such as medication therapies, side effects, and proper administration of medications. Vendor provides most of the following items free of charge:

G. Video Library—Vendor has an extensive healthcare video lending library containing over 300 videos on various medical-related topics. These videos are available for the Facility's use. Available videos are at various educational levels and contain information appropriate for inmates, security, nurses, and prescribers. Some of the most popular topics include IV infusion, medication information, nursing skills, respiratory issues, universal precautions, HIV, and diabetes. Videos can be borrowed, viewed by the Facility personnel, and returned to Vendor when finished, free of charge.

H. Newsletters—Quarterly company newsletters, written by Vendor pharmacists and guest industry experts, include articles and reviews on new medications, current disease strategies and therapies, operational procedures, formulary management, disease state reviews, and Vendor company news.

Vendor's Quarterly HIV and Hepatitis Newsletter is written by a Vendor Certified AAHIVM Pharmacists Experts. This newsletter provides a wealth of knowledge and information specific to HIV and Hepatitis therapy.

I. Product and Regulation Announcements—Vendor provides information on new medications, generic medications, therapies, side effects, proper administration of medications, etc. In addition, Vendor automatically sends memos to the Facilities when a medication's color or imprint changes or when new generics are released. Regulatory information is sent to facilities as soon as it is issued.

J. Monographs— Prescription monographs are available and can be printed at Facility level from Vendor's web based Sapphire eMAR software in English or Spanish, if requested. These monographs outline the medications' classification, usage, administration, and side effects. They provide the most accurate and timely information regarding medication classifications, usage, administration and side effects in an easy to read format.

K. Reference Manuals—As needed, Vendor provides facilities with medication reference materials that are available for free from manufacture or governmental sources such as controlled substance lists, list of medications that should not be crushed, metric conversions, poison antidotes, medications that cause heat sensitivity, medications that cause photosensitivity, and poison prevention hotline information. . Reference books and publications, such as Physicians Desk Reference (PDR), Nursing Drug Handbooks, etc., can be purchased through the Vendor at Vendor’s actual acquisition cost plus dispensing fee plus shipping.

L. 340B (For MMCAP Correctional Member Facilities That Are Eligible)—Vendor currently provides 340B services to correctional facilities and will work with Facility to discuss if it is a viable option for the member Facility. 340B dispensing and service fees will be negotiated on a case by case basis. MMCAP will be informed of all final pricing.

M. Commissary—Vendor will dispense/distribute over-the-counter (OTC) commissary items. Each package is labeled with medication directions, side effects, ingredients, and all required information that are to be contained on OTC packaging.

N. Electronic Reconciliation System (For MMCAP Correctional Member Facilities)—Electronically tracking the reconciliation of orders (as well as credits) using individualized, secure user IDs and passwords will minimize the diversion of medications both received and returned, as each session is captured electronically. Access to the Vendor’s reconciliation program allows the Facility to see its order as it builds each day, with the items due to ship and the items that cannot be shipped. Reasons for an item not shipping include the refill is too soon, order does not have a refill, medication is on manufacture backorder, and order needs non-formulary approval. The Facility can proactively manage Facility medication orders by viewing its daily order.

O. Inspections—Vendor’s fully credentialed licensed pharmacist or a locally credentialed licensed pharmacist will conduct inspections of Facility’s medication rooms, per the fee outlined in Section 9, that are required by contract or local regulations, or are needed to maintain accreditation, if requested at a rate of \$75.00 per hour. The inspection helps to ensure that the Facility complies with all relevant federal, state, local, and pharmacy laws and regulations; the Controlled Substance Act; the respective State Board of Pharmacy; state statutes; and National Commission on Correctional Health Care (NCCHC), American Correctional Association (ACA), Verified-Accredited Wholesale Distributor (VAWD), and the Joint Commission requirements and standards.

Vendor’s two-page inspection sheet is based on NCCHC, ACA, and Joint Commission standards and Vendor’s experience in the correctional industry. Vendor abides by all recommendations set forth by these organizations, as well as all applicable federal, state, and local rules and regulations.

During the inspection, a Licensed Pharmacist reviews the following:

- ◆ The cleanliness and organization of the medication rooms

- ◆ Medication ordering, charting, documentation, inventory, and record keeping
- ◆ Narcotic and sharps record keeping and counts
- ◆ The presence or absence of outdated, discontinued, or recalled medication
- ◆ Medication distribution and med pass procedures
- ◆ The contents of the emergency (ER) kit and/or crash cart
- ◆ Refrigerator temperature and contents
- ◆ Stock levels
- ◆ The pharmaceutical care of patients
- ◆ Medication utilization and individual therapies
- ◆ Appropriate storage and security of medications and supplies
- ◆ Periodic reviews/stop dates of controlled substances and commonly abused drugs
- ◆ Presence and appropriate use of formulary
- ◆ Existence of and compliance with appropriate policies and procedures for medications
- ◆ Current reference materials such as the Physicians' Desk Reference (PDR), Nursing Drug Handbook (NDH), poison control center information, do-not-crush lists, etc.

Upon completion of the inspection report, which includes recommendations, corrective actions, and observations, the pharmacist and nurse, or nurse designee, sign and date the report and file it in the medical room for reference. A copy is also maintained at Vendor.

The results of the audit are discussed with the nursing supervisor, designee, or site administration following the inspection. Summaries of the inspections are reported during pharmacy and therapeutics (P&T) meetings. On subsequent inspections, Vendor reviews all previous recommendations to ensure compliance and to ensure that corrective action was taken.

Vendor further assists the Facility with the accounting, reconciliation, disposal, and removal of unused medications, including controlled substances, as defined by federal, state, and local rules and regulations. Count sheets are provided for strict accountability and all documentation is enforced as required by law.

Long-term care and assisted living Facility guidelines established by state boards of pharmacy, departments of health, and the Center for Medicare & Medicaid Services (CMS) are followed when providing Facility chart reviews and consulting requirements. Individual Facility needs are specific to their location and the level of medical care provided, and Vendor has the extensive knowledge and experience required to ensure all rules and regulations regarding inspections and consulting requirements are followed.

P. Orientation—When Vendor begins servicing a new Facility, it will implement an off-site competency based training schedule and orientation program for Vendor's Pharmacists as well as any other Vendor personnel that will be involved with Facility contract management. Prior to implementation, Vendor will have several internal staff meetings to fully review Facility requirements and how they best apply to Facility specific facilities' needs.

Vendor's startup manual has detailed explanations of all medication management procedures and Vendor's electronic programs are supported by program specific user manuals that are reviewed during the initial training. During these orientation meetings, Vendor will review all of the policies and procedures that are detailed in Vendor start-up manuals regarding medication management.

Q. Transition—The goal is to facilitate a smooth transition from a Facility's current provider to Vendor, Vendor will establish the following (with a preference of 30-45 days' notice):

- Ensure a seamless transition in medication delivery services.
- Ensure prompt delivery of all manuals, forms, and start-up material/equipment.
- Train Facility pharmacy staff in the use and implementation of all aspects of the medication receiving, distribution, and tracking systems.
- Maintain a 24-hour helpline for troubleshooting issues that arise and will actively follow-up with staff. For MMCAP correctional member facilities using Sapphire, Vendor will assist Facility staff in verifying technical requirements, coordinating data population, and training Facility staff in the use of the system.
- Facilities will be required to complete the following document to complete initial set up:
 - Sapphire Operational Guidelines, which is attached and incorporated.

Vendor's transition plan will provide a telephone or on-site start-up schedule to each Facility.

R. Additional Products and Services—Vendor offers a complete line of competitively priced services including the following:

Healthcare Products—Aspirin, Tylenol, shampoo, soap, hand lotions, disinfectant cream, toothpaste, individual unit-dose packets, etc.

Respiratory Therapy Services—Access to Vendor's on-staff respiratory therapists and technicians and a complete line of products and equipment.

2.9 Pricing

A. Products. Correctional accounts will be based on a discount from the published Cardinal Distribution wholesale acquisition cost (WAC) plus a dispensing fee per prescription and stock piece. Cardinal utilizes First Databank as a primary source, in the event there is no WAC pricing available from First Databank Cardinal will develop its own WAC pricing.

- ◆ Brand name and single-source products will be dispensed at a price per unit rate of WAC minus 5% plus a dispensing fee per prescription and stock piece. Single-source medications are defined as brand name or generic entities that are provided from a single manufacture source.
- ◆ Generic multi-source products will be dispensed at a price per unit rate of WAC minus 80% plus a dispensing fee per prescription and stock piece.

- ◆ Prescriptions will not be sold below cost. In the event that the discount to WAC causes the medications to fall below cost, those medications will be billed at Vendor's Actual Acquisition Cost (AAC) plus \$2.50 plus the dispensing fee per prescription and stock piece as determined by the Facility's ADP. AAC is defined as Vendor's upfront medication cost at the time of dispensing.
- ◆ Intravenous (IV) medications will have an additional dispensing fee of \$7.00 per bag.
- ◆ Total Parenteral Nutrition (TPN) medications will be billed at AWP of each ingredient plus \$75 per bag.
- ◆ Compounded IV medications, specialized vaccines, chemotherapy, blood products, special compounds, dropped shipped items and certain other specialty items, etc. are billed at Average Wholesale Price (AWP) plus \$4.00 per piece.
- ◆ Long Term Care and Assisted Living Facility rates will be negotiated on an individual basis.

Medications dispensed under a 340B program are not covered under this agreement, but will be billed under a separately negotiated rate (to be determined) if Vendor is able to successfully establish a program with Facility and a covered entity.

- ◆ Any costs for M/W/DBE (Minority-Women's-Disadvantaged Business Entity) program management are not covered under this agreement, but can be separately negotiated.
- ◆ Dispensing through automated dispensing units/cabinets are not covered under this agreement, but can be negotiated separately.
- ◆ Backup pharmacy services will be billed as a pass-through cost at the contracted backup pharmacy's negotiated rate—as billed through a pharmacy benefit management (PBM) company—plus the backup pharmacy's delivery charge or on-call charge, or the taxi or courier charge, if applicable. As each backup Facility negotiates its own rate, Vendor cannot quote an exact cost until a direct negotiation occurs on behalf of the member Facility with the backup pharmacy provider. No backup agreements will be entered into until the member Facility reviews and approves the negotiated rate for backup services.
- ◆ Payment by credit card or purchase card will be assessed a 3% convenience fee.
- ◆ The Facility is responsible for all applicable sales, use, lease, ad valorem, and any other tax that may be levied or assessed by reason of this transaction, unless the Facility provides a tax exemption certificate (blanket or transaction specific) to Vendor in a timely manner.

The above rates include the following services at no additional charge:

- ◆ Start-up in-service and ongoing training
- ◆ A pharmacist account manager serving as the primary contact
- ◆ A registered pharmacist for on-site inspections where required by contract, law or accreditation—Any on-site inspections, consultations, or participation in committee meetings will be billed as a pass-through cost for time spent at the Facility at a rate of \$75.00 per hour.
- ◆ A dedicated pharmacy technician in-house at Vendor's pharmacy.
- ◆ Medication carts on loan for the duration of the contract

- ◆ Fax machines for the duration of the contract on loan—Facility may purchase fax cartridges/toner cartridges from Vendor at AAC plus dispensing fee per cartridge/toner or the Facility can procure these items on their own.
- ◆ Sapphire Pharmacy Software program including computerized physician order entry (CPOE), electronic medication administration records (eMAR), inventory and order reconciliation module. Hardware and internet connection will be the responsibility of the Facility.
- ◆ Access to Vendor’s web file manager financial reporting
- ◆ Startup in-service on Sapphire and ongoing training
- ◆ Access to Vendor’s web-based reconciliation program
- ◆ Access to Vendor’s web file manager financial reporting
- ◆ Access to Vendor’s Online Reporting Program (ORP)
- ◆ Access to Vendor’s industry-leading clinical pharmacists and specialists
- ◆ 24/7/365 telephone consulting
- ◆ Monthly and ad hoc reports
- ◆ Traditional and electronic MARs
- ◆ Labeling, packaging, and delivery of medication to a member Facility. Shipping and delivery fees are outlined specifically within this Agreement and are included as part of the dispensing fee for facilities in the lower 48 United States. For facilities located in Alaska and Hawaii, shipping charges invoiced to Vendor by a common carrier such as UPS, FedEx, and the USPS will be billed at list pricing.

Any information technology (IT) costs associated with EHR/EMR software interfaces and hardware will be billed as a pass-through charge.

In LTC and assisted living facilities, eMAR, MARs, treatment sheets, and other paperwork will be billed as a pass-through charge.

Stock will be provided for correctional facilities in 30-count blister card packaging. If a Facility uses a large volume of stock, Vendor may exercise the option to ship stock items via ground shipping.

Backup pharmacy costs, along with any courier fees, will be billed as a pass through charge, generally at its average PBM rate, with no additional markups. Backup pharmacy services will be billed at the contracted backup pharmacy’s rate—as billed through a pharmacy benefit management (PBM) company—assuring a competitive rate, plus the backup pharmacy’s delivery charge or on-call charge, or the taxi or courier charge, if applicable.

Facilities in Alaska and Hawaii will pay list-shipping costs from either UPS or FedEx, based on the carrier selected.

As required by the Center for Medicare and Medicaid Services (CMS), any inspections and chart reviews conducted at a long-term care or assisted living Facility will be billed for time consulted as a pass-through charge.

Routine maintenance medications will be dispensed in a quantity not to exceed a 30-day supply per dispensing. Solid medications typically are dispensed in 30-count blister cards with one unit per bubble.

Vendor will retain and reserves all rights, title, use, control, interest in and ownership of its assets including, but not limited to, its software, reporting, packages, and user documentation; operations, procedures, and strategies; formulary and clinical services; manufacturer, wholesaler, group purchase, and Vendor contracts and resultant data and information; patient, claims, benefits management and drug utilization information; trademarks and service marks.

B. Dispensing Fee—Dispensing fee per prescription and stock piece will be based on the Average Daily Population (ADP) of each individual Facility which Vendor ships to, according to the following table:

Correctional Facility/Clinic Dispensing Fees as Related to Facility ADP	
Facility Average Daily Population (ADP)	Dispensing Fee per Prescription and Stock Piece
1-500	\$4.50
501-2,500	\$3.50
2,501–50,000	\$3.00
50,0001+	\$2.50

ADP is to be determined by adding up the daily inmate census per day for each calendar day of a respective month and divide that total by the number of calendar days in that respective month.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6031

County Administrator's Report 12. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Foreclose on Property Located at 4913 Ravenswood Avenue

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Foreclosure on Property Located at 4913 Ravenswood Avenue - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize foreclosure, based on both the 2011 Code Enforcement Lien, in the amount of \$1,219, recorded in Official Records Book 6725, at Page 1747, of the Public Records of Escambia County, Florida, and the 2013 Code Enforcement Lien, which is still active, recorded in Official Records Book 7062, at Page 1191, of the Public Records of Escambia County, Florida, on real property located at 4913 Ravenswood Avenue, Account Number 07-2300-000, Reference Number 34-2S-30-1264-011-001, with the current assessed value of \$11,875.

BACKGROUND:

There are two (2) Code Enforcement Liens actions against real property located at 4913 Ravenswood Avenue. The 2011 Code Enforcement violation consisted of trash, debris, overgrowth, and nuisance conditions. The 2013 Code Enforcement violation, which is open and acquiring fines, consisted of trash, debris, nuisance conditions, and an unsafe structure. As per County policy, the Clerk of the Court has attempted collection by sending two letter notices. There has been no response in the allotted 120 days. Therefore, this property is subject to foreclosure action.

Following foreclosure the Board will be asked to surplus this property for immediate sale.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

If the Board authorizes the foreclosure, the County Attorney's Office anticipates that the foreclosure action will be referred to a foreclosure attorney.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This action is in compliance with the Code Enforcement/Nuisance Abatement Lien Collection Policy approved by the Board on July 10, 2008.

IMPLEMENTATION/COORDINATION:

NA

Attachments

4913 Ravenswood Ave Foreclosure backup



Chris Jones
Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

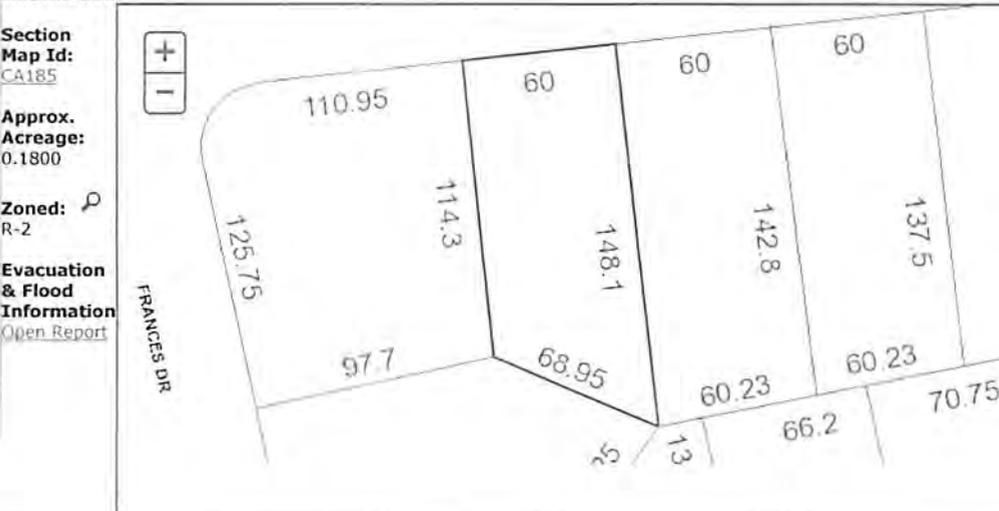
[Back](#)

Navigate Mode
 Account
 Reference
 [Printer Friendly Version](#)

General Information Reference: 342S301264011001 Account: 072300000 Owners: TAYLOR NANNIE F Mail: 2700 E BRAINERD ST PENSACOLA, FL 32503 Situs: 4913 RAVENSWOOD AVE 32506 Use Code: SINGLE FAMILY RESID Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window <small>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector.</small>	2013 Certified Roll Assessment Improvements: \$0 Land: \$11,875 Total: \$11,875 <i>Save Our Homes:</i> \$0 <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p>
--	---

Sales Data <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td colspan="6" style="text-align: center;">None</td> </tr> </tbody> </table> <small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	None						2013 Certified Roll Exemptions None Legal Description LT 10 BLK 1 4TH ADDN TO PINEHURST S/D PB 3 P 16 DB 412 P 174... Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)								
None													

Parcel Information [Launch Interactive Map](#)



Buildings

Building 1 - Address: 4913 RAVENSWOOD AVE, Year Built: 1952, Effective Year: 1952 Structural Elements FOUNDATION-WOOD/SUB FLOOR EXTERIOR WALL-ASBESTOS SIDING NO. PLUMBING FIXTURES-3.00 DWELLING UNITS-1.00 ROOF FRAMING-HIP ROOF COVER-COMPOSITION SHG INTERIOR WALL-DRYWALL-PLASTER FLOOR COVER-HARDWOOD/PARQET NO. STORIES-1.00	
--	--

FLOOR COVER-CARPET DECOR/MILLWORK-AVERAGE HEAT/AIR-WALL/FLOOR FURN STRUCTURAL FRAME-WOOD FRAME	
 Areas - 1012 Total SF	
BASE AREA - 832 OPEN PORCH FIN - 112 OPEN PORCH UNF - 20 UTILITY UNF - 48	

Images



4/1/11



9/12/11



11/9/11



4/25/12



3/28/13

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



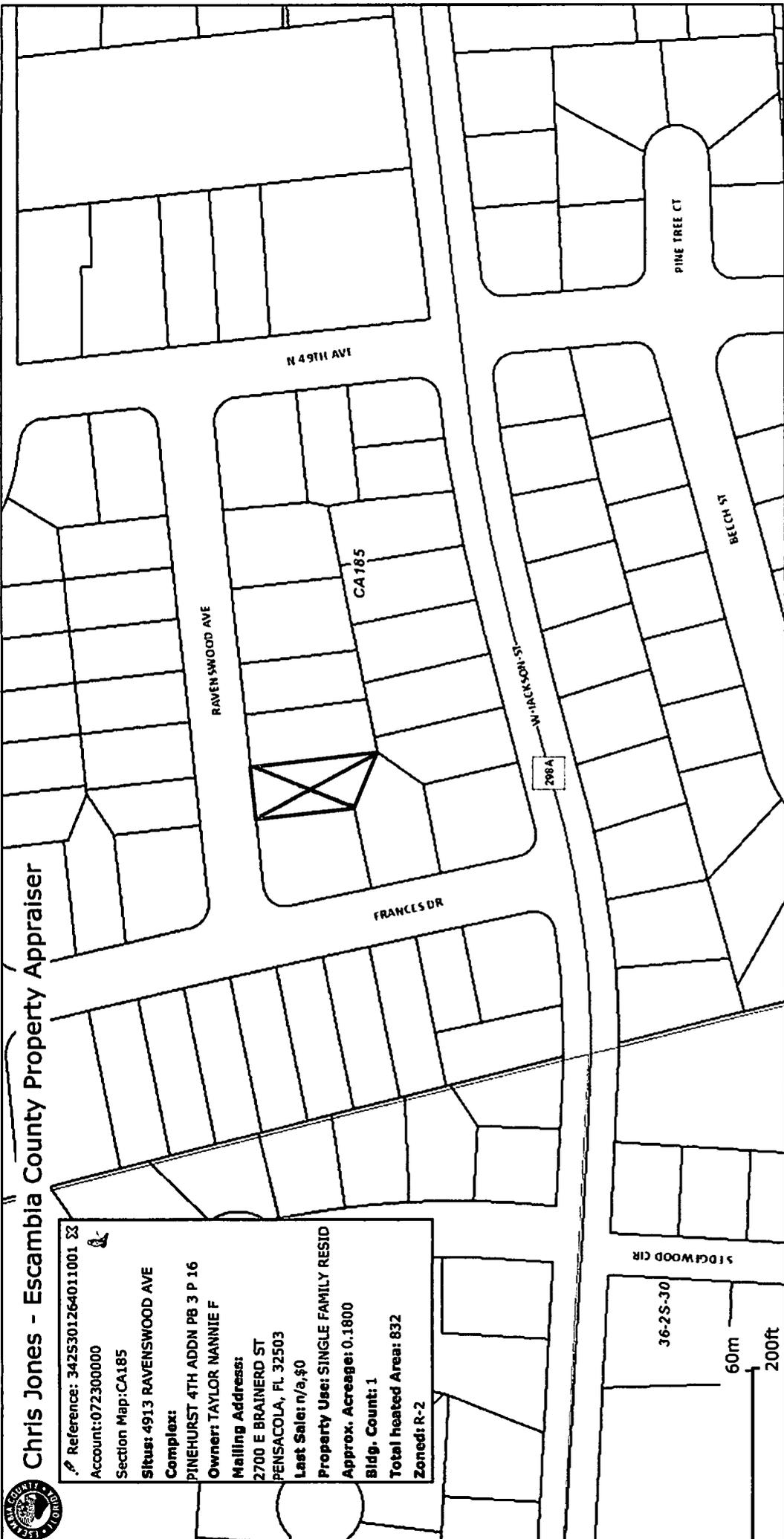
**Escambia County Property Appraiser
342S301264011001 - Full Legal Description**

LT 10 BLK 1 4TH ADDN TO PINEHURST S/D PB 3 P 16 DB 412 P 174 CA 185



Chris Jones - Escambia County Property Appraiser

Reference: 3425301264011001
 Account: 072300000
 Section Map: CA185
 Situs: 4913 RAVENSWOOD AVE
 Complex:
 PINEHURST 4TH ADDN P8 3 P 16
 Owner: TAYLOR NANNIE F
 Mailing Address:
 2700 E BRAINERD ST
 PENSACOLA, FL 32503
 Last Sale: n/a,\$0
 Property Use: SINGLE FAMILY RESID
 Approx. Acreage: 0.1800
 Sldg. Count: 1
 Total heated Area: 832
 Zoned: R-2



lien 1



**PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA**

CODE ENFORCEMENT LIEN PAYOFF

OFFICIAL RECORDS
 P.O. Box 333
 Pensacola, FL 32591-0333
 Check payable to Pam Childers,
 Clerk Of The Circuit Court

Escambia County Governmental Complex
 221 Palafox Place, Suite 110
 Pensacola, FL 32501-5844
 850-595-3930
 FAX 850-595-4827

Official Records Book: Page:

Start Date Court Cost

Reimbursement Recording Fee Order Reimbursement Recording Fee Lien

Amended Order Copies Certified Abatement Costs

Fine Per Day Date Of Payoff

Fine Per Day	Number Of Days Accrued	Accumulated Fine	Court Cost	Reimbursement Of Costs	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Costs	Total Due
50.00	0	\$0.00	\$1,100.00	\$95.00	\$10.00	\$7.00	\$7.00	\$0.00	\$1,219.00

Recorded in Public Records 05/31/2011 at 11:18 AM OR Book 6725 Page 1747,
Instrument #2011036095, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

Recorded in Public Records 05/31/2011 at 10:49 AM OR Book 6725 Page 1681,
Instrument #2011036077, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

**CASE NO: CE#10-06-03320
LOCATION: 4913 Ravenswood Avenue
PR# 342S30-1264-011-001**

**Nannie F. Taylor
2700 East Brainerd Street
Pensacola, Florida 32503**

ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida, and the Special Magistrate having considered the evidence before him in the
form of testimony by the Enforcement Officer and the respondent or representative,
 N/A , as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate
finds that a violation of the following Code of Ordinance(s) has occurred and continues



- 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
Date May 31, 2011



- 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 4.03.05 -> conducting a/p
- Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: NANNY Taylor - estate of shall have until 6/14, 2011 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 Request inspector of work to stop up front
- Other _____
- Other _____
- Other _____
- Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 20 . 00 per day, commencing 6/5, 2011. 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.

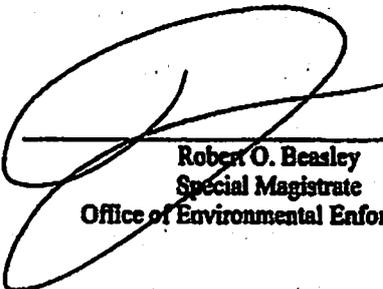
Costs in the amount of \$ 100 are awarded in favor of Escambia County as the prevailing party against NAME Tgh.

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 21st day of May, 2011.



Robert O. Beasley
Special Magistrate
Office of Environmental Enforcement

Page 2

Recorded in Public Records 08/19/2013 at 01:55 PM OR Book 7062 Page 1191,
Instrument #2013062302, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

Recorded in Public Records 08/19/2013 at 12:37 PM OR Book 7062 Page 978,
Instrument #2013062251, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

**CASE NO: CE#12-10-04540
LOCATION: 4913 Ravenswood
PR# 342S301264011001**

**Nannie F Taylor
2700 E Brainerd Street
Pensacola, FL 32503**

ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida, and the Special Magistrate having considered the evidence before him in the
form of testimony by the Enforcement Officer and the respondent or representative,
 N/A , as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate
finds that a violation of the following Code of Ordinance(s) has occurred and continues

- 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 OF THE
ORIGINAL ON FILE IN THIS OFFICE
I HEREBY WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
DATE: 8-19-13

- 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 Structure presents serious safety + nuisance
- Other hazard to neighborhood
- Other _____
- Other _____
- Other _____
- Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: Whitely Taylor shall have until 9/21, 2013 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 _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 100 .00 per day, commencing 9/11, 2013. 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 \$ 1100.00 are awarded in favor of Escambia County as the prevailing party against Nadiril Taylor.

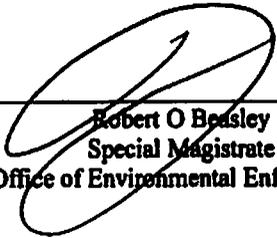
This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute 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 6708 Plantation Road 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 18 day of April, 2013.



Robert O Beasley
Special Magistrate
Office of Environmental Enforcement



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5855

County Administrator's Report 12. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: M.C. Blanchard Shell Space Build Out PD 13-14.025

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the M.C. Blanchard Shell Space Build Out - Amy Lovoy,
Management and Budget Services Department Director

That the Board award Contract PD 13-14.025, for the M.C. Blanchard Shell Space Build Out, to R.D. Ward Construction Co., Inc., for the base bid amount of \$1,951,000, plus bid Alternates 1,2,3,4, and 5, in the amount of \$115,500, for a total contract amount of \$2,066,500, and authorize the County Administrator to execute all related documents and Purchase Orders, for Owner Direct Purchases (ODP's), in the amount of \$50,000 or greater.

[Funding: Fund 352, LOST III, CC 410149, OC 56201 - \$ 1,830,454; Fund 110, Other Grants & Projects, CC 410512, OC 56201 - \$187,546; Fund 115, Article V Fund, CC 410505, OC 56201 - \$ 48,500 – Project # 13JS2332]

BACKGROUND:

The Office of Purchasing advertised the solicitation PD13-14.025 in the Pensacola News Journal on February, 24,2014. Sealed bids were received on March 26, 2014 from seven contractors, with R. D. Ward Construction Co., Inc. being the most responsive and responsible bid. In 1998, renovations and additions to the MC Blanchard Judicial building were performed. At that time, several areas were left unfinished in anticipation of being completed in the future as it would be needed by the Court System. The County Court System is now in need of the additional space and they have allocated funding for the build out of the remaining shell spaces. The work includes finishing two courtrooms and two jury deliberation rooms located on the third and fourth floor and adding a courtroom and two judge's chambers on the fifth floor. This will incorporate approximately 13,150 square feet of space.

BUDGETARY IMPACT:

Funding: Fund 352, LOST III, CC 410149, OC 56201 - \$ 1,830,454

Fund 110, Other Grants & Projects, CC 410512, OC 56201 - \$187,546

Fund 115, Article V Fund, CC 410505, OC 56201 - \$ 48,500 – Project # 13JS2332

LEGAL CONSIDERATIONS/SIGN-OFF:

The Attorney's Standard Form of Contract will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Bid Tab



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5870

County Administrator's Report 12. 23.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Woodbridge-Motley Group Resurfacing, PD 13-14.037

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Woodbridge-Motley Group Resurfacing, PD 13-14.037 - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract PD 13-14.037, Woodbridge-Motley Group Resurfacing, to Panhandle Grading & Paving, Inc., in the amount of \$1,621,423.12.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0208]

BACKGROUND:

The Office of Purchasing advertised the solicitation in the Pensacola News Journal March 10th and 17th 2014. Three bids were received. Panhandle Grading and Paving Inc. is the most responsive responsible bidder.

BUDGETARY IMPACT:

Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0208

LEGAL CONSIDERATIONS/SIGN-OFF:

The Attorney's Standard Form of Contract will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Bid Tab



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5990

County Administrator's Report 12. 24.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Contract Amendments for Southern Scrap Company Inc. and Southern Recycling PD 11-12.050

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendments of Agreement for Sale of Recyclable Ferrous Metal, PD 11-12.050 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Amendment of Agreement for Sale of Recyclable Ferrous Metal, PD 11-12.050, for the following contractors:

A. Southern Scrap Company, Inc., to amend the Material Purchase Price, in Paragraph 4 of the Agreement, as follows:

From: 82% of the high side of the Birmingham Market;

To: 64.2% of the high side of the Alabama Market; and

B. Southern Recycling, LLC, to amend the Material Purchase Price, in Paragraph 4 of the Agreement, as follows:

From: 61% of the high side of the Birmingham Market;

To: 50% of the high side of the Composite Market.

The Amendment incorporates the change the American Metal Market made effective February 28, 2014, that discontinued publishing prices for the Birmingham Market and in its place began listing prices for the Alabama and Composite Market.

BACKGROUND:

The Escambia County Department of Solid Waste Management's Waste Services Division performs this revenue generating activity. Southern Recycling, LLC and Southern Scrap Company, Inc. as the most responsive bidders with rates and services for the last 12 months have been buying the recyclables at the agreed bid rates based on the American Metal Market and have not paid below agreed floor price rates. The buyers have provided adequate transportation of the processed recyclables. Both contractors have met all contract requirements to date.

BUDGETARY IMPACT:

Revenues from the sale of stated recyclable material will vary based on the incoming tonnage of material and the fluctuating market rates paid.

Funding: Fund 401, Revenue Account 343409

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin Hual prepared the amendments.

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 distribute the amendments.

Attachments

Southern Recycling Amendment

Amendment Southern Scrap

**AMENDMENT OF AGREEMENT FOR SALE OF
RECYCLABLE FERROUS METAL PD11-12.050**

THIS AMENDMENT is made and entered into this day ___ of _____, 2014, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Southern Recycling, LLC (hereinafter referred to as "Contractor"), each at times being referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, on September 6, 2012, County entered into an agreement with Contractor for the sale of recyclable ferrous metal (PD 11-12.050) wherein County agreed to sell Contractor material described as "Sheet Iron"; and

WHEREAS, as provided in the subject Agreement, the established purchase price paid by Contractor was calculated at 61% of the high side of the Birmingham market No. 1 Heavy Melt as listed in the 2d issue of the current month; and

WHEREAS, effective February 28, 2014, the American Metal Market discontinued publishing prices for the Birmingham market and is now issuing prices for Alabama; and

WHEREAS, as a result of said change, 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 Paragraph 4. of the Agreement for sale of recyclable ferrous metal, dated September 6, 2012, is amended as follows:

4. Material Purchase Price. The price paid by Contractor per ton for HMS purchases during any one month shall be equal to the established Floor Price or the established Purchase Price, whichever is greater. The established Floor Price for Sheet Iron shall be equal to \$41.00 per ton. The established Purchase Price shall be calculated at ~~64%~~50% of the high side of the ~~Birmingham Composite~~ market No. 1 Heavy Melt as listed in the 2d issue of the current month. In no event shall the Contractor pay less than the established Floor Price during any given month.

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:

Approved as to form and legal sufficiency,

By/Title: [Signature]
Date: 4/15/14

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: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

CONTRACTOR:
SOUTHERN RECYCLING, LLC

By: _____
Joel Dupre, President

Witness: _____

Witness: _____

**AMENDMENT OF AGREEMENT FOR SALE OF
RECYCLABLE FERROUS METAL PD11-12.050**

THIS AMENDMENT is made and entered into this day ____ of _____, 2014, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Southern Scrap Company, Inc. (hereinafter referred to as "Contractor"), each at times being referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, on September 6, 2012, County entered into an agreement with Contractor for the sale of recyclable ferrous metal (PD 11-12.050) wherein County agreed to sell Contractor material described as "No. 1 Heavy Melting Steel" (HMS); and

WHEREAS, as provided in the subject Agreement, the established purchase price paid by Contractor was calculated at 82% of the high side of the Birmingham market No. 1 Heavy Melt as listed in the 2d issue of the current month; and

WHEREAS, effective February 28, 2014, the American Metal Market discontinued publishing prices for the Birmingham market and is now issuing prices for Alabama; and

WHEREAS, as a result of said change, 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 Paragraph 4. of the Agreement for sale of recyclable ferrous metal, dated September 6, 2012, is amended as follows:

4. Material Purchase Price. The price paid by Contractor per ton for HMS purchases during any one month shall be equal to the established Floor Price or the established Purchase Price, whichever is greater. The established Floor Price for HMS shall be equal to \$50.00 per ton. The established Purchase Price shall be calculated at ~~82%~~64.2% of the high side of the ~~Birmingham~~Alabama market No. 1 Heavy Melt as listed in the 2d issue of the current month. In no event shall the Contractor pay less than the established Floor Price during any given month.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6028

County Administrator's Report 12. 25.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: East Crescent Lake Crime Prevention Program

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Crime Prevention Program for the East Crescent Lake Subdivision - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the East Crescent Lake Subdivision:

A. Adopt the Resolution establishing a crime prevention program for neighborhood safety for the East Crescent Lake Subdivision; and

B. Authorize the Chairman to sign the Resolution and any other Agreements necessary to accomplish goals of the East Crescent Lake Crime Prevention Program.

[Funding: Funding for the Crime Prevention Program and related enforcement activities shall be from fines and/or fees collected and eligibility under S.S. 775.083(2), Florida Statutes]

BACKGROUND:

Fines and/or fees collected pursuant to S.S. 775.083(2), Florida Statutes, provided a revenue source for the County Restricted Fund 101(Revenue Account: 348532). These funds must be accounted for separately as crime prevention funds and may be expended for crime prevention programs within the County.

The Escambia County Board of County Commissioners previously established crime prevention programs for neighborhood safety for Mayfair/Oakcrest, Myrtle Grove and Wedgewood/Rolling Hills. The East Crescent Lake subdivision has been identified as an area that would benefit from a similar program.

The Office of Environmental, Department of Community Corrections and the residents of East Crescent Lake will work to develop and implement a Crime Prevention Program. No General Fund (001) dollars are required for this program, unless directed otherwise by the Board.

BUDGETARY IMPACT:

Funding for the Crime Prevention Program and related enforcement activities shall be from fines and/or fees collected and eligibility under S.S. 775.083(2), Florida Statutes.

LEGAL CONSIDERATIONS/SIGN-OFF:

The resolution has been reviewed by Kristin Hual, Assistant County Attorney

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Office of Environmental Enforcement will work with residents to establish crime prevention program for neighborhood safety. Environmental Enforcement will coordinate with Escambia County Sheriff's Office.

Attachments

Crescent Lake

RESOLUTION NUMBER R2014 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING AND ESTABLISHING A CRIME PREVENTION PROGRAM FOR NEIGHBORHOOD SAFETY FOR THE EAST CRESCENT LAKE SUBDIVISION; PROVIDING FOR FUNDING; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, fines and/or fees collected pursuant to §775.083(2), Florida Statutes, provide a revenue source in the County Restricted Fund 101 to establish crime prevention programs in designated areas within Escambia County; and

WHEREAS, such funds may be expended for eligible crime prevention programs within Escambia County; and

WHEREAS, funding for eligible crime prevention programs and related enforcement activities shall be from fines and/or fees collected pursuant to §775.083(2), Florida Statutes, for use in neighborhood projects to enhance neighborhood safety; and

WHEREAS, the Office of Environmental Enforcement, Department of Community Corrections and the residents of East Crescent Lake subdivision will cooperatively develop and implement a crime prevention program that increases the safety of the neighborhood; and

WHEREAS, the Board of County Commissioners finds it in the best interests of the health, safety, and welfare of the citizens of Escambia County that the County support and approve this crime prevention program.

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

Section 1. That the above recitals are true and correct and are hereby incorporated.

Section 2. That the Board of County Commissioners hereby supports and approves the East Crescent Lake subdivision crime prevention program.

Section 3. 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

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: [Signature]
Date: 3/25/14



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6029

County Administrator's Report 12. 26.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Northcross Crime Prevention Program

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Crime Prevention Program for the Northcross Subdivision - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Northcross Subdivision:

A. Adopt the Resolution establishing a crime prevention program for neighborhood safety for the Northcross Subdivision; and

B. Authorize the Chairman to sign the Resolution and any other Agreements necessary to accomplish goals of the Northcross Crime Prevention Program.

[Funding: Funding for the Crime Prevention Program and related enforcement activities shall be from fines and/or fees collected and eligibility under S.S. 775.083(2), Florida Statutes]

BACKGROUND:

Fines and/or fees collected pursuant to S.S. 775.083(2), Florida Statutes, provided a revenue source for the County Restricted Fund 101(Revenue Account: 348532). These funds must be accounted for separately as crime prevention funds and may be expended for crime prevention programs within the County.

The Escambia County Board of County Commissioners previously established crime prevention programs for neighborhood safety for Mayfair/Oakcrest, Myrtle Grove and Wedgewood/Rolling Hills. The Northcross subdivision has been identified as an area that would benefit from a similar program.

The Office of Environmental Enforcement, Department of Community Corrections and the residents of Northcross subdivision will work to develop and implement a Crime Prevention Program. No General Fund (001) dollars are required for this program, unless directed otherwise by the Board.

BUDGETARY IMPACT:

Funding for the Crime Prevention Program and related enforcement activities shall be from fines and/or fees collected and eligibility under S.S. 775.083(2), Florida Statutes.

LEGAL CONSIDERATIONS/SIGN-OFF:

The resolution has been reviewed by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Office of Environmental Enforcement will work with residents to establish crime prevention program for neighborhood safety. Environmental Enforcement will coordinate with Escambia County Sheriff's Office.

Attachments

Northcross

RESOLUTION NUMBER R2014 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING AND ESTABLISHING A CRIME PREVENTION PROGRAM FOR NEIGHBORHOOD SAFETY FOR THE NORTHCROSS SUBDIVISION; PROVIDING FOR FUNDING; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, fines and/or fees collected pursuant to §775.083(2), Florida Statutes, provide a revenue source in the County Restricted Fund 101 to establish crime prevention programs in designated areas within Escambia County; and

WHEREAS, such funds may be expended for eligible crime prevention programs within Escambia County; and

WHEREAS, funding for eligible crime prevention programs and related enforcement activities shall be from fines and/or fees collected pursuant to §775.083(2), Florida Statutes, for use in neighborhood projects to enhance neighborhood safety; and

WHEREAS, the Office of Environmental Enforcement, Department of Community Corrections and the residents of Northcross subdivision will cooperatively develop and implement a crime prevention program that increases the safety of the neighborhood; and

WHEREAS, the Board of County Commissioners finds it in the best interests of the health, safety, and welfare of the citizens of Escambia County that the County support and approve this crime prevention program.

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

Section 1. That the above recitals are true and correct and are hereby incorporated.

Section 2. That the Board of County Commissioners hereby supports and approves the Northcross subdivision crime prevention program.

Section 3. 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

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: K. Huel/ACA
Date: 3/25/14



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5919

County Administrator's Report 12. 27.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Interlocal Agreement with Santa Rosa Island Authority (SRIA) for Summer Mass Transit Service

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement with the Santa Rosa Island Authority Relating to Transportation Services on Pensacola Beach for Summer 2014 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreement with the Santa Rosa Island Authority (SRIA) relating to transportation services on Pensacola Beach for summer 2014:

- A. Approve the Interlocal Agreement between Escambia County and SRIA Relating to Transportation Services on Pensacola Beach, via Escambia County Area Transit (ECAT) trolleys, from May 23, 2014, through September 1, 2014, with SRIA reimbursing the County for all operating costs; and
- B. Authorize the Chairman to sign the Interlocal Agreement.

For the last several years, SRIA and ECAT have cooperatively arranged for trolley service on Pensacola Beach during the busy summer beach season. The trolley service route travels along Fort Pickens Road and Via De Luna Drive, allowing beach-goers, both tourist and local, an opportunity to visit more of the beach, and subsequently, more of the beach businesses.

The trolley service also stops at the pavilion on Casino Beach, which serves as a drop location for ECAT "Beach Jumper" routes, bringing passengers from Pensacola to Pensacola Beach. The trolley service route runs seven days a week during the contract period.

[Funding: The SRIA will reimburse the County for all operating costs]

BACKGROUND:

For the last several years, SRIA and ECAT have cooperatively arranged for trolley service on Pensacola Beach during the busy summer beach season. The trolley service route travels along Fort Pickens Road and Via De Luna Drive, allowing beachgoers, both tourist and local, an opportunity to visit more of the beach, and subsequently, more of the beach businesses.

The trolley service also stops at the pavilion on Casino Beach, which serves as a drop location for ECAT "Beach Jumper" routes, bringing passengers from Pensacola to Pensacola Beach. The trolley service route runs seven days a week during the contract period.

BUDGETARY IMPACT:

Santa Rosa Island Authority (SRIA) will reimburse the County for all operating costs.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Interlocal Agreement as to form and legal sufficiency.

PERSONNEL:

Additional personnel will not be required by ECAT as a result of this Interlocal Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval of all Interlocal Agreements.

IMPLEMENTATION/COORDINATION:

Upon BCC approval, ECAT staff will continue to coordinate with SRIA to complete all implementation requirements for this Interlocal Agreement.

Attachments

Interlocal Agreement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY,
FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY RELATING
TO TRANSPORTATION SERVICES ON PENSACOLA BEACH**

THIS AGREEMENT is made this 29th day of April, 2014, by and between the County of Escambia, a political subdivision of the State of Florida, (hereinafter, the "County"), acting through its Board of County Commissioners, and the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter, the "SRIA"), acting through its governing Board.

WITNESSETH:

WHEREAS, the County and the SRIA are authorized by Sections 163.01, Florida Statutes, et seq. to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, the SRIA desires and requests the County, through Escambia County Area Transit (ECAT), to provide transportation services on Pensacola Beach; and

WHEREAS, the County, through ECAT, is willing and able to provide such services, subject to the terms and conditions herein set forth; and

WHEREAS, the County has a Management Service Agreement with First Transit, INC. giving the Management Company exclusive right to operate, manage and maintain the Escambia County Area Transit and other services, and

WHEREAS, the County and SRIA have determined it is in the best interest of the citizens to enter into this Agreement to cooperatively provide transportation services on Pensacola Beach.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the SRIA agree as follows:

Section 1. Purpose of Agreement.

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 Pursuant to Section 163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the County will provide transportation services on Pensacola Beach.

Section 2. Scope of Service.

The County, through ECAT, shall provide the following transportation service:

(a) **Hours of Service.** ECAT will provide transportation services during the service period on a weekly basis according to the following schedule:

Monday - Fridays (72 days): Two (2) trolleys between the hours of 4:00 p.m. and 12:00 a.m.

Saturdays and Sundays (30 days): Two (2) trolleys between the hours 4:00 p.m. and 12:00 a.m.

(b) **Service Period.** The service period will commence on **May 23, 2014**, and end on **September 1, 2014**.

(c) **Service Route.** The applicable service route is depicted in Exhibit "A", attached hereto and incorporated herein.

Routes and Schedules may be revised as necessary at any time during the term of this Agreement. Any increase in Service Level may require an increase in budgeted costs.

Operators will not deviate from the assigned route, except for routine minor detours, without the approval of ECAT supervisory personnel. SRIA officials desiring any route deviations must make such a request to the ECAT Assistant General Manager - Operations.

(d) **Operators and Uniforms.** ECAT will provide qualified transit vehicle operators who will wear an appropriate uniform that is mutually agreed upon by SRIA and ECAT.

(e) **Service Review.** ECAT and SRIA agree to meet as necessary to review the level of service, schedules, service charges, etc. No changes will be made to the level of service provided for in this Agreement without the mutual consent of both parties.

Section 3. Compensation and Method of Payment.

In exchange for the provision of such transportation services described in Section 2 above, the SRIA shall reimburse the County for all operating costs as set forth in Exhibit "B", attached hereto and incorporated herein.

Costs for additional mass transit service requested by the SRIA, such as Blue Angel weekend or other scheduled beach special events, will be billed at the hourly, variable rate, and clearly identified on the appropriate monthly invoice.

ECAT will submit monthly invoices to the SRIA for the authorized service costs incurred during the previous month, and SRIA will remit all payments to ECAT by the end of the month in which the invoice was received.

Section 4. Insurance.

During the term of this Agreement, ECAT shall maintain all required insurance coverage in accordance with industry standards and applicable laws, including but not limited to, commercial general liability coverage with a \$5,000,000 combined single limit and \$5,000,000 excess limit.

Any additional insurance coverage will be the responsibility of SRIA.

Section 5. Term of Agreement.

This Agreement shall remain in full force and effect for one (1) year unless terminated earlier by either party pursuant to Section 6.

Section 6. Termination.

This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days written notice to the other party; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the SRIA, or which subsequently are owed to the County by the SRIA as a result of actions concluded following the effective date of termination.

Section 7. Liability.

(a) The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The SRIA agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the SRIA and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the SRIA or the County and nothing herein shall be construed as consent by the SRIA or the County to be sued by third parties in any matter arising out of this Agreement.

(b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each parties' records shall subject to audit after reasonable notice.

Section 8. Records.

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to member of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

Section 9. Assignment.

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

Section 10. Headings.

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

Section 11. Survival.

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Section 12. Interpretation.

(a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

Section 13. Severability.

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 14. Further Documents.

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Section 15. Notices.

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Notices shall be sent to:

County:

County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

SRIA:

Chairman
Santa Rosa Island Authority
Post Office Drawer 1208
Pensacola Beach, Florida 32562

Payments to the County shall be sent to:

ECAT
1515 West Fairfield Drive
Pensacola, Florida 32501

Invoices to SRIA shall be sent to:

SRIA
1 Via De Luna
Pensacola Beach, FL 32561

Section 16. Prior Agreements Superseded.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 17. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 18. No Waiver.

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 19. Effective Date.

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the SRIA.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the Santa Rosa Island Authority, signing by and through its duly authorized Chairman.

Approved as to form and legal sufficiency.

By/Title:

Date:

[Handwritten signature]
3/26/14

Board of County Commissioners
Escambia County, Florida

Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

SRIA:

Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman.

By:

Date:

[Handwritten signature]

March 12, 2014

ATTEST:

[Handwritten signature]

DIRECTOR OF DEVELOPMENT SERVICES, SRIA

DIRECTOR OF DEVELOPMENT SERVICES, SRIA

EXHIBIT A

The service route is depicted on map below.

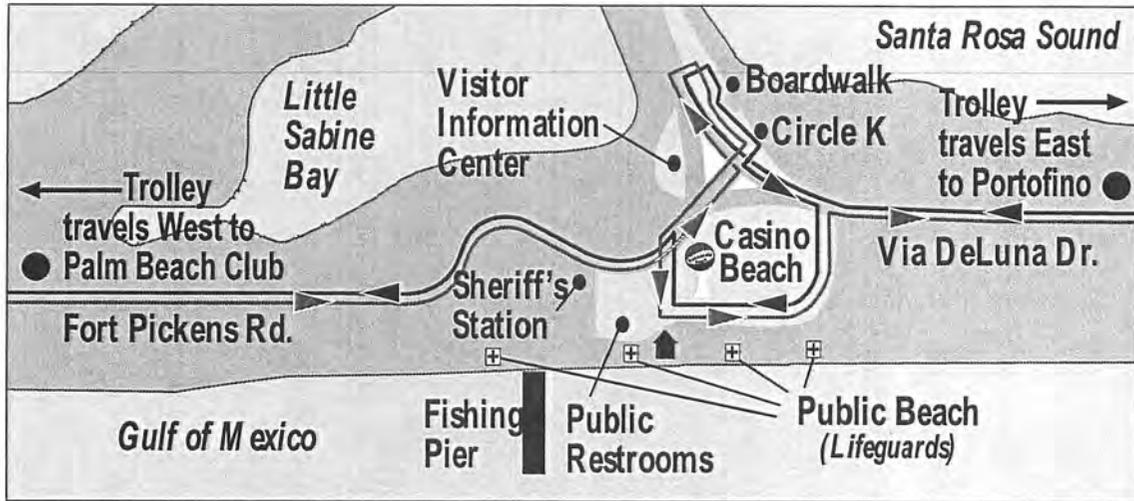


EXHIBIT B

Cost of Service. SRIA agrees to reimburse ECAT for all costs associated with this route service.

Operating costs for Fiscal 2014 are budgeted as follows:

Operations	\$73,535
Maintenance	\$70,650
Insurance	\$5,511
General Administration.....	\$5,487
Other G&A	0
Management Fee *	\$21,839
Total	\$177,022

Fixed Costs

Management Fee.....	\$21,839
General Administration	\$5,487
Insurance.....	\$5,511
Total.....	\$32,837
(Service months).....	4
Fixed Costs per Month	\$8,209.25

Variable Costs

Operations.....	\$73,535
Maintenance.....	\$70,650
Total	\$144,185
(Trolley hours)	2,020
Variable Costs per Hour	\$71.38



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6002

County Administrator's Report 12. 28.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Quintette Road and County Road 95A Re-alignment Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Quintette Road and County Road 95A Re-Alignment Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Interim County Administrator to issue a Task Order to Fabre Engineering, Inc., d/b/a Fabre Engineering and Surveying, in the amount of \$44,988.75, on Contract PD 10-11.080, "Design Services for Project #1 Quintette Road and Project #2 Well Line Road Extensions," for the Quintette Road and County Road 95A Re-alignment Project. This Task Order provides engineering/surveying services and coordinates geotechnical, subsurface utility excavation (SUE), and public involvement services, as required to re-align the existing Quintette Road and County Road 95A (CR95A) intersection.

[Funding Source: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #14EN2825]

BACKGROUND:

Meeting in regular session on January 19, 2012, the Board awarded a contract to Fabre Engineering, Inc. for Phase 1 Conceptual 30% Design of the extension of Quintette Road from Highway 29 to Jack's Branch Road; and approved allowing staff to proceed with negotiations for Phase II and III of the project, including design services for existing portions of Quintette Road, subject to appropriation of funding and approval by the Board of County Commissioners. This task order is to proceed with a portion of Phase II and provides engineering/surveying services and coordinates geotechnical, subsurface utility excavation (SUE), and public involvement services as required to re-align the existing Quintette Road and CR95A intersection.

BUDGETARY IMPACT:

Funds for this task order are available in Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project #14EN2825.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this recommendation, a purchase requisition and task order will be transmitted to the Office of Purchasing for processing.

Attachments

Scope of Work and Fee Proposal

Board Acton 011912

Board Acton 051812

Project Understanding and Scope Narrative

ESCAMBIA COUNTY – Engineering Department

Quintette Road/CR 95A Re-Alignment

Fabre Engineering & Surveying proposes to provide engineering/surveying services and coordinate Geotechnical, SUE, and Public Involvement services as required to re-align the existing Quintette Road and CR 95A intersection. This document will serve as clarification to the Scope of Service as provided in the e-mail from Mr. Thomas J. Williams dated January 27, 2014, as well as our field meeting with County Staff on February 10, 2014.

The proposed project consists of the re-alignment of the intersection between Quintette Road and CR 95A (Old Palafox Road). The present alignment is offset and the project objective is to re-align the intersection and eliminate this offset with a perpendicular crossing.

BASIC SERVICES

The following is a summary of the anticipated Basic Services tasks as noted on the spreadsheet proposal.

Task 1: Conceptual Design

Several options for re-alignment of the existing intersection are possible, however, based on a field visit with County staff on February 10, 2014, and a review of the topography, there are two preferred options for re-alignment. Of these, one route (extension of Quintette from west to east) appears to be the most feasible. Therefore, a conceptual plan for this route will be generated for the County's consideration.

This work effort will include the analysis of the alignment for coordination with the property owners to verify the recommended route for the future roadway. The conceptual route will be presented on an aerial overlay. Deliverables for this task will include the submission of a 20% concept plan for the County's review and approval.

Task 2: Data Collection

This task includes the review of existing background data and existing documents (Drainage Basin Studies, existing surveys, etc.) to compile all available data within the project area. We will conduct field investigations to confirm survey data and to acquire a better understanding of the site conditions and constraints. The Geotechnical Investigation will also be completed as part of this task. We anticipate that LMJ & Associates will provide assistance with this task as noted in their scope listed in Exhibit A.

Task 3: Surveying

The surveying services will be performed in accordance with Chapter 61G17-6, Florida Administrative Code and based on State Plane Coordinates, NAD 83/90, North Florida Zone. The Surveying scope will include the following:

- Three (3) certified copies of the Topographical/Right-of-Way Survey that meets the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.

- Minimum of two Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks shall not exceed 1000 feet.
- Cross-section data intervals shall not exceed 100 feet. Topographical data shall exceed the right-of-way width by a minimum of 5 feet to ensure complete DTM coverage of existing/proposed right-of-way.
- Road rights-of-way and parcel lines depicted on topographical survey will be based on field located property corners where such corners exist and right-of-way maps as applicable.
- Electronic files submitted will be based on State Plane Coordinates, NAD 83/90, and North Florida Zone.
- R.O.W. acquisition maps, legal descriptions, sketches, and boundary surveys needed for the realignment. A maximum of five (5) property acquisition description drawings will be provided.
- Survey work at intersections will extend a minimum of 100 feet in all directions.

The survey route for the re-alignment work will be established based on the approved conceptual plan (extending west Quintette eastward). Specifically, this will include:

- West - Quintette Road west of CR 95A to 100 feet west of Stacey Road. The survey area will include the necessary area north of Quintette Road right-of-way (on private Property) as required for the re-alignment.
- East - Quintette Road east of CR 95A to the first paved driveway north. The survey area will include the necessary area north of Quintette Road (on private property) as required for the re-alignment.
- South - CR 95A to 100 feet south of Quintette Road (East).
- North - CR 95A to 200 feet north of Quintette Road (West).

Deliverables for this task will include CAD and pdf files of the final survey product as well as description drawings for the proposed property acquisition.

Task 4: 30% Plan Development

Following approval of the Conceptual plan and associated survey, we will progress the construction plans to 30% completion. The 30% plans will serve as the basis for the design moving forward. This task will include coordination with affected Utilities and the Permitting Agencies. Deliverables for this task will include the submission of a set of 30% construction plans (minimum of 4), preliminary property acquisition map and preliminary drainage map for the County's review and approval.

Task 5: 60% Construction Plan Development

The 60% Construction Plan Scope will include the progression of the 30% plans and preliminary calculations to 60% completion. This task will include detailed design of the intersection re-alignment, site triangle calculations and the design of the associated stormwater improvements. We will also generate a 60% construction cost estimate based on the County Pricing Agreement, re-establish contact with the affected utilities, and incorporate the 30% comments. Deliverables for this task to include 60% construction plan sets (minimum of 4), calculations, and associated cost estimate.

Task 6: 90% Construction Plan Development

The 90% Construction Plan Scope will include the progression of the 60% plans, cost estimates and calculations to 90% completion. We will incorporate any 60% comments into the 90% plans. Utilities will again be contacted for coordination via a plan-in-hand walkthrough and the County will pursue right-of-way acquisition as required during this phase. Deliverables for this task to include 90% construction plan sets (minimum of 4), drainage calculations, and associated cost estimate.

Task 7: Final Construction Plan Development

The Final Construction Plan scope will include the progression of the 90% plans and calculations to 100% completion. We will incorporate any 90% comments, utility comments, into the final plans and prepare a final construction cost estimate. Final coordination with permitting agencies to include permit submittal will be completed at this stage. Deliverables for this task to include 100% construction plan sets (paper copies - minimum of 4, CADD Drawings and pdfs) drainage calculations, and the final construction cost estimate.

Task 8: Permitting

This task will include coordination/pre-application meetings with the Northwest Florida Water Management District (WMD). This task will also include submission of the permit application and supporting documentation to the agency as well as addressing Requests for Additional Information (comments) in an effort to secure the required permit. We anticipate that a Statewide Environmental Resource Permit will be required for this project. Deliverables for this task include copies of the permit submittals and correspondence as well as receipt of the above noted permit.

Task 9: Construction Assistance and Project Closeout

This task includes the following:

- Prepare for and Attend the Pre-Construction Conference.
- Shop Drawing Review.
- Generate Record Drawings from Contractor Supplied Red-Lines.
- Prepare and Submit Permit Certifications to Water Management District.
- Periodic inspections and final/substantial completion inspections as required to certify the project to the Water Management District.

Deliverables for this task to include Record Drawing plan set (paper, pdf and CADD) and permit certifications.

Task 10: Public Involvement

This task includes preparation for and attendance at one (1) public meeting during project development. This meeting will be used to gather public input and refine the route selection process and to update the public on the project progression. The meeting may also be used to assist with the property acquisition process.

Task 11: SUE Data Collection

This task includes the Subsurface Utility Excavation (SUE) work required to locate and map any existing utilities determined to be in conflict with the proposed design. This will include, but not be limited to, the horizontal and vertical location of the existing facilities. Ground penetrating radar, non-destructive vacuum soil extraction, or excavation may be utilized to provide access and

determine the exact nature, size, and condition of the existing utilities. We anticipate that Evans Contracting, Inc. will provide assistance with this task as noted in their scope listed in Exhibit A.

OPTIONAL SERVICES

Optional Services are services that may or may not be required to complete the project. These services are subject to approval by the County and will be billed as hourly not to exceed. The following is a summary of the tasks as noted on the spreadsheet proposal.

Permit Fees

This task includes a set aside of moneys to cover the anticipated permitting fees for the SWERP General/Individual permit with the Water Management District.

Construction Assistance/Construction Monitoring (Limited)

This task includes CEI work during the construction phase beyond what is listed in Task 9. This would include site visits on an as-needed basis to address issues with design interpretation by the Contractor and for any unforeseen construction issues, processing or review of pay requests or change orders, witnessing testing, additional construction inspections, etc. Primary inspection services will be provided by the County.

EXHIBIT A

**CONSULTANT SCOPE AND FEE
PROPOSALS**

**PROPOPOSAL FOR PROFESSIONAL ENGINEERING SERVICES
 ESCAMBIA COUNTY, FLORIDA
 Design of Quintette/CR 95A Re-Alignment
 March 27, 2014**

BASIC SERVICES		
Task Description	Subconsultant Fee	Prime Fee
TASK 1 - CONCEPTUAL PLAN DEVELOPMENT	\$0.00	\$1,090.25
TASK 2 - DATA COLLECTION	\$3,173.00	\$968.00
TASK 3 - SURVEYING	\$0.00	\$6,931.00
TASK 4 - 30% PLAN DEVELOPMENT	\$0.00	\$3,917.00
TASK 5 - 60% CONSTRUCTION PLANS PREPARATION	\$0.00	\$10,475.50
TASK 6 - 90% CONSTRUCTION PLANS PREPARATION	\$0.00	\$6,931.25
TASK 7 - FINAL CONSTRUCTION DOCUMENTS	\$0.00	\$3,020.00
TASK 8 - PERMITTING	\$0.00	\$1,575.75
TASK 9 - CONSTRUCTION ASSISTANCE AND PROJECT CLOSEOUT	\$0.00	\$1,588.00
TASK 10 - PUBLIC INVOLVEMENT	\$0.00	\$697.00
TASK 11 - SUE DATA COLLECTION	\$2,400.00	\$322.00
SUBTOTALS	\$5,573.00	\$37,515.75
BASIC SERVICES TOTAL		\$43,088.75

OPTIONAL SERVICES		
Task Description	Subconsultant Fee	Prime Fee
Permit Fees		\$500.00
Construction Assistance/Construction Monitoring (Limited)		\$1,400.00
SUBTOTALS		\$1,900.00
OPTIONAL SERVICES TOTAL		\$1,900.00

TOTAL PROJECT FEES (PRIME)		\$39,415.75
TOTAL PROJECT FEES (SUB-CONSULTANT)	✓ \$5,573.00	
GRAND TOTAL PROJECT FEES	\$44,988.75	

*Calculations
 verified
 4-4-14
 [Signature]*

TASK 6 - 90% PLAN DEVELOPMENT											
Project Coordination Meetings With Client		2							1		\$304.50
Plans-In-Hand Site Meeting		4						1			\$625.75
Incorporate Utility Mark-ups		2					4				\$535.00
Incorporate 60% Comments		4					6		2		\$1,036.50
Progress Plans to 90% Design Phase		6					16				\$1,890.00
Progress Drainage Calculations to 90% Phase		4					2		2		\$751.50
Internal QA/QC		4					6		1		\$982.00
Send 90% Plans to Utility Companies		1					1		1		\$250.75
Prepare 90% Construction Cost Estimate Via Pricing Agreement		2							1		\$304.50
Submit 90% Plans to Escambia County		1					1		1		\$250.75
TASK 6 TOTALS =	0.0	30.0	0.0	0.0	0.0	0.0	37.0	0.0	10.0	\$0.00	\$6,931.25
TASK 7 - FINAL CONSTRUCTION PLAN DEVELOPMENT											
Project Coordination Meetings With Client		2							1		\$304.50
Incorporate 90% Comments		2					2				\$392.50
Finalize Construction Plans		4					8				\$1,070.00
Finalize Drainage Calculations		2					2		1		\$447.00
Send Final Plans to Utility Companies		1					1		1		\$250.75
Prepare Final Construction Cost Estimate Via Pricing Agreement		2							1		\$304.50
Submit Final Plans to Escambia County		1					1		1		\$250.75
TASK 7 TOTALS =	0.0	14.0	0.0	0.0	0.0	0.0	14.0	0.0	5.0	\$0.00	\$3,020.00
TASK 8 - PERMITTING											
WMD ERP Pre-Application and Follow-Up Meetings		3							2		\$484.00
Prepare and Submit NFWMD (ERP) Stormwater Permitting		1					1		2		\$305.25
Address ERP Comments and Re-Submit		2					6		2		\$786.50
TASK 8 TOTALS =	0.0	6.0	0.0	0.0	0.0	0.0	7.0	0.0	6.0	\$0.00	\$1,575.75
TASK 9 - CONSTRUCTION ASSISTANCE AND PROJECT CLOSEOUT											
Prepare for and Attend Pre-Construction Meeting		2					1		1		\$375.75
Shop Drawing Review		2							2		\$359.00
Provide Certified As-Built Drawings		2					4				\$535.00
Prepare and Submit Permit Certifications to Regulatory Agencies		1		1					1		\$318.25
TASK 9 TOTALS =	0.0	7.0	0.0	1.0	0.0	0.0	6.0	0.0	4.0	\$0.00	\$1,588.00
TASK 10 - PUBLIC INVOLVEMENT											
Prepare for and Attend a Public Meeting		4					2		1		\$697.00
TASK 10 TOTALS =	0.0	4.0	0.0	0.0	0.0	0.0	2.0	0.0	1.0	\$0.00	\$697.00
TASK 11 - SUE DATA COLLECTION											
Coordinate SUE Investigation		1					2		1	\$2,400.00	\$322.00
TASK 11 TOTALS =	0.0	1.0	0.0	0.0	0.0	0.0	2.0	0.0	1.0	\$2,400.00	\$322.00
BASIC SERVICES TOTAL =	0.0	127.0	0.0	18.0	8.0	26.0	181.0	0.0	40.0	\$5,573.00	\$37,515.75
OPTIONAL SERVICES											
Permit Fees											\$500.00
Construction Assistance/Construction Monitoring (Limited)											\$1,400.00
OPTIONAL SERVICES TOTAL =	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00	\$1,900.00
GRAND TOTAL										\$5,573.00	\$39,415.75

*Calculations
verified
Blanket
4-14-14*

Quintette Road and Highway 95A Intersection Re-Alignment
 For Escambia County - TJ Williams
 March 27, 2014
 Civil Engineering and Surveying Services for the Re-Alignment of the Existing Intersection

DESCRIPTION	PRIN \$164.80	Sr. PM \$125	Sr. PE \$125	D.E. \$67.50	PSM \$97	Survey Crew \$125	Design Tech \$71.25	INSP \$64.50	CLERICAL \$54.50	Consultant Fee	FEE
BASIC SERVICES											
TASK 1 - CONCEPTUAL DESIGN											
Project Coordination Meetings With Client		2							1		\$304.50
Develop Conceptual Re-Alignment Plan		2					4				\$535.00
Submit 20% Conceptual Plans to Escambia County		1					1		1		\$250.75
TASK 1 TOTALS =	0.0	30.5	0.0	0.0	0.0	0.0	5.0	0.0	2.0	\$0.00	\$1,090.25
TASK 2 - DATA COLLECTION											
Project Kickoff Meeting With Client		2							1		\$304.50
Background Data Collection		1							2		\$234.00
Geotechnical Investigation (LMJ)		1							1	\$3,173.00	\$179.50
Review of Existing Basin Study(ies)		2									\$250.00
TASK 2 TOTALS =	0.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	\$3,173.00	\$968.00
TASK 3 - SURVEYING											
Topographic Survey (Intersection Re-Alignment)		1				4	20	18			\$4,295.50
Property Acquisition Drawings (Max 5 Description Drawings)						4	6	8			\$1,708.00
Site Visit/Field Check Survey		4						6			\$927.50
TASK 3 TOTALS =	0.0	5.0	0.0	0.0	8.0	26.0	32.0	0.0	0.0	\$0.00	\$6,931.00
TASK 4 - 30% PLAN DEVELOPMENT											
Project Coordination Meetings With Client		2							2		\$359.00
Incorporate 20% Comments		2					4				\$535.00
Progress Approved Conceptual Plan to 30% Design Phase		4					8				\$1,070.00
Develop Preliminary Drainage Calculations		3		4			6		1		\$1,127.00
Send 30% Plans to Utility Companies				2			1		1		\$260.75
Prepare 30% Construction Cost Estimate Via Pricing Agreement		1		2					1		\$314.50
Submit 30% Plans to Escambia County		1					1		1		\$250.75
TASK 4 TOTALS =	0.0	13.0	0.0	8.0	0.0	0.0	20.0	0.0	6.0	\$0.00	\$3,917.00
TASK 5 - 60% PLAN DEVELOPMENT											
Project Coordination Meetings With Client		3							1		\$429.50
Incorporate 30% Comments		2					4				\$535.00
Incorporate Utility Mark-ups		1					2				\$267.50
Progress Plans to 60% Design Phase		6					12				\$1,605.00
Progress Drainage Calculations to 60% Phase		4		4			1		1		\$895.75
Develop Plan and Profile Sheets for Re-Alignment		7					12				\$1,730.00
Develop Roadway Cross-Sections Re-Alignment		6					12				\$1,605.00
Prepare Detailed Pond Design and Details		6		3			6				\$1,380.00
Develop Pond Cross-Sections		2					4				\$535.00
Prepare Project Typical Details		2					4				\$535.00
Send 60% Plans to Utility Companies		1					1		1		\$250.75
Prepare 60% Construction Cost Estimate Via Pricing Agreement		2		2			1				\$456.25
Submit 60% Plans to Escambia County		1					1		1		\$250.75
TASK 5 TOTALS =	0.0	43.0	0.0	9.0	0.0	0.0	60.0	0.0	4.0	\$0.00	\$10,475.50



Since 1976

February 6, 2014

Mr. Dale Long, PE
Fabre Engineering and Surveying, Inc.
119 Gregory Square
Pensacola, FL 32502

**SUBJECT: Geotechnical Exploration Proposal
Quintette Road and CR95A Realignment
Escambia County, Florida**

Dear Dale:

Larry M. Jacobs & Associates, Inc. (LMJ) sincerely appreciates the opportunity to submit the following proposal for providing a geotechnical exploration for the subject project. The purpose of this exploration is to determine the general subsurface conditions in the proposed pavement and stormwater pond areas and use this information to provide recommendations for earthwork, pavement design, and stormwater pond design. The following sections outline our proposed scope of services, a cost estimate for providing these services, and the proposed terms and conditions.

PROJECT AND SITE DESCRIPTION

The project site is located at the intersection of W Quintette Road and County Road 95A in Escambia County, Florida. We understand that the project consists of the realignment of W Quintette Road and County Road 95A. The exact realignment location is not known at this time. A stormwater plan is planned for this realignment, and the exact location of stormwater pond is not known at this time. Given the project location, we anticipate that the stormwater pond will require a sand chimney.

PROPOSED SCOPE OF SERVICES

The following proposed scope of services is based on the information supplied and our experience in the area with similar projects. We propose to perform the following:

- ▼ Locate the borings at the site.
- ▼ Clear registered utilities at the site with the Sunshine Network. Non-registered or private utilities are the responsibility of the client to clear.
- ▼ Mobilize a truck mounted drill rig and drill crew to the site.
- ▼ Drill two Standard Penetration Test (SPT) borings in the stormwater pond area to a depth of 30 feet to explore conditions for a sand chimney.
- ▼ Obtain two Shelby tube or relatively undisturbed samples from the pond borings for laboratory permeability testing.
- ▼ Drill three auger borings to 6 feet in the proposed pavement areas. The soils encountered will be probed with a steel probe rod to approximate their in place density.
- ▼ Visually classify the soil samples obtained during our exploration by an engineer.
- ▼ Run two falling head permeability tests, unit weight tests, and corresponding grainsize analysis tests on the Shelby tube samples.
- ▼ Perform basic properties testing such as wash #200 sieve and moisture content to evaluate and document basic properties and correlate the split spoon pond samples with the perm samples.
- ▼ Analyze the test data to develop geotechnical engineering recommendations for the project.



A qualified, professional geotechnical engineer licensed in the state of Florida will manage the project, and the results of the exploration will be presented in a report that will address the following:

- ▼ Existing site characteristics.
- ▼ Exploration, testing, and sampling methods.
- ▼ Subsurface soils encountered and soil classifications.
- ▼ Depth to groundwater or perched water at the time of drilling if encountered.
- ▼ A discussion of laboratory test results.
- ▼ Site preparation recommendations including subgrade moisture control, subgrade compaction, and subgrade stabilization if needed based on the results of the borings.
- ▼ Recommendations for pavement design including the estimated LBR value of the native subgrade soils, recommended subgrade stabilization (if applicable) and recommended base materials and compaction. The actual LBR value of the subgrade soils can be provided based on the results of an LBR test, and this proposal includes an option to run an LBR test on the subgrade soils.
- ▼ Stormwater pond recommendations including the recommended vertical and horizontal saturated hydraulic conductivities, fillable porosity, and the estimated seasonal high groundwater level. If applicable, sand chimney recommendations will be provided including recommended chimney depth and the calculated outflow rate per perimeter foot of chimney. Recommend chimney installation procedures will also be provided if applicable.

ESTIMATED COSTS

Attached as **Figure #1** is our itemized cost breakdown for this project. We estimate the cost of the scope of services in this proposal to be of **\$3,173.00**. This proposal assumes that the boring locations are accessible with a truck mounted drill rig, we have right of entry to the site, and we will not experience excessive delays due to debris at borehole locations or for other reasons outside of our control. The cost of an LBR test to determine the LBR value of the subgrade for pavement design is **\$450**, and if this is preferred, please initial the box on the attached agreement. If such conditions are encountered that may cause the cost of the exploration to exceed the budget figure, we will notify the client and obtain approval for the additional work before proceeding.

AUTHORIZATION

To authorize us to proceed with this project, please complete, sign, and return a copy of the attached **Agreement for Professional Services (Figure #2)** to our office. If the authorization for this work is faxed or emailed, the original signed authorization is needed for our records.

LMJ appreciates the opportunity to present you with this proposal, and we look forward to working with you again on this project. If you have any questions or comments, please do not hesitate to call.

Respectfully Yours,

LARRY M. JACOBS & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Keith V. Jacobs', is written over a horizontal line.

Keith V. Jacobs, PE
Principal Engineer

Attachments

Figure #1

LMJ COST BREAKDOWN

CLIENT:	Mr. Dale Long, PE w/ Fabre Engineering & Surveying
PROJECT:	Quitette Road and CR 95A Realignment, Escambia County, Florida

UNIT FEE	EST. QTY	EST. COST
----------	----------	-----------

FIELD TESTING/DRILLING SERVICES

MOBILIZATION	0-25 MI	\$350.00 /EA	1	350.00
	26-75 MI	\$425.00 /EA		
	76-125 MI	\$475.00 /EA		
STANDARD PENETRATION TEST BORINGS 2@30'	0-40 FT	\$13.00 /LF	60	780.00
	41-80 FT	\$16.00 /LF		
	81-120 FT	\$18.00 /LF		
TRIPOD BORINGS	0-30 FT	\$19.00 /LF		
	31-60 FT	\$21.00 /LF		
AUGER/PROBE BORINGS: 3@6'		\$12.50 /LF	18	225.00
2-MAN CREW MILEAGE		\$0.75 /MI		
DIFFICULT MOVING TIME ALLOWANCE		\$125.00 /HR		
OBTAIN UNDISTURBED/SHELBY TUBE/BULK SAMPLE		\$78.00 /EA	2	156.00
ENGINEERING TECHNICIAN (LOCATE BORINGS & CLEAR UTILITIES)		\$53.00 /HR		
ENGINEERING TECHNICIAN MILEAGE		\$0.50 /MI		
FIELD TESTING/DRILLING TOTAL				\$1,511.00 ✓

LABORATORY TESTING SERVICES

WATER CONTENT		\$16.00 /EA		
SIEVE ANALYSIS		\$53.00 /EA	2	106.00
WASH #200 SIEVE		\$37.00 /EA		
PERMEABILITY (INCL. UNIT WEIGHT & MOISTURE CONTENT)		\$100.00 /EA	2	200.00
ATTERBERG LIMITS TEST		\$90.00 /EA		
LIMEROCK BEARING RATIO (LBR) TEST		\$450.00 /EA		
BASIC PROPERTIES TESTING ALLOWANCE				250.00
LABORATORY TESTING TOTAL				\$556.00 ✓

ENGINEERING SERVICES

SENIOR PRINCIPAL GEOTECHNICAL ENGINEER		\$125.00 /HR		
PRINCIPAL GEOTECHNICAL ENGINEER		\$100.00 /HR	10	1,000.00
PROJECT ENGINEER		\$95.00 /HR		
PROJECT MANAGER		\$90.00 /HR		
CAD TECHNICIAN		\$53.00 /HR	2	106.00
ENGINEERING TOTAL				\$1,106.00 ✓

TOTAL ESTIMATED COST RANGE	\$3,173.00
-----------------------------------	-------------------



Calculations verified 4-14-14 R. Hamlet



AN AGREEMENT FOR PROFESSIONAL SERVICES

CLIENT:	Mr. Dale Long, PE Fabre Engineering & Surveying 119 Gregory Square Pensacola, FL 32502	DATE:	February 6, 2014
		Phone #:	850.433.6438
SUBJECT:	Geotechnical Exploration Proposal Quintette Road and CR95A Realignment		

The attached letter forwards our cost proposal for performing a Geotechnical Exploration for the subject project. We have estimated the cost of our services as described and under the conditions presented in the attached letter to be: **\$3,173.00**.

Please initial in this box if an LBR test on the subgrade is desired **\$450.00**

We look forward to working with you on this project. Please have the party responsible for payment of our services **FILL IN THE BOXED SECTION** of this form, **SIGN YOUR AUTHORIZATION** and **RETURN ONE ORIGINAL** of this form to our office to activate our services including the distribution of our report. *If the authorization for this work is faxed to initiate the work, we will still need the signed original authorization for our records, which can be forwarded by return mail.* If you have any questions or comments, please feel free to call.

THE TERMS AND CONDITIONS ON PAGE TWO OF THIS FORM ARE PART OF THIS AGREEMENT.

FOR: LARRY M. JACOBS & ASSOCIATES, INC.

BY: _____
(President)

TERMS: Net 30 Days

Herein constitutes my authorization to proceed with and obligates payment for the subject services referenced above in the proposal and if necessary personally guarantees said payment. Invoices are due when rendered. *Invoices shall be considered past due if not paid within 30 days after the invoice date, unless a previous agreement for extended time for payment has been arranged, and Larry M. Jacobs & Associates, Inc. (LMJ) may without waving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the past due balance(s). In the event any portion or all of an account remains unpaid 90 days after billing the Client agrees to pay cost of collection, including all credit bureau, collection agency, and/or reasonable attorney's fees.*

PROPERTY OWNER:			
Name _____	_____	Phone #: (____) _____	_____
Address _____	_____	Fax #: (____) _____	_____
City, State _____	Zip Code _____	Email: _____	_____
PARTY RESPONSIBLE FOR PAYMENT (If different than Client):			
Name _____	_____	Phone #: (____) _____	_____
Address _____	_____	Fax #: (____) _____	_____
City, State _____	Zip Code _____	Email: _____	_____
CLIENT'S NAME: _____			
AUTHORIZED BY: _____			
(Please Print or Type)		Title	Date
Signature: _____			
(Must be signed by a Principal or Officer of the Company)			

TERMS AND CONDITIONS

Larry M. Jacobs & Associates, Inc. (LMJ) its officers, stockholders, and employees, hereinafter referred to as the Geotechnical Engineer of Record (GER), shall perform the services outlined in this agreement for the stated fee agreement.

Access To Site and Hidden Utilities

Unless otherwise stated, the GER will have access to the site for activities necessary for the performance of the services. The GER will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage. The GER shall not be responsible for damage to hidden utilities. It is the Clients' responsibility to provide the GER with the locations of said hidden utilities.

Fee

The total fee shall be understood to be an estimate, based on an agreed upon Scope of Services, and shall not be exceeded without approval of the Client.

Indemnification

The Client shall indemnify and hold harmless the GER and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the GER) or anyone for whose acts any of them may be liable.

Hidden Conditions

A geotechnical condition is hidden if it is not encountered in the planned geotechnical investigation which incorporates currently accepted standards of Geotechnical Engineering. If the GER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the GER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the GER shall not be responsible for the existing condition or any resulting damages to persons or property. The GER shall also not be responsible for the release or aggravation of any hazardous materials encountered by the geotechnical investigation.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and the GER, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the GER's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000, the amount of the GER's fee (whichever is greater) or other amount agreed upon when added under special conditions. Such causes, include, but are not limited to the GER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the GER for all services, rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership Documents

All documents produced by the GER under this agreement shall remain the property of the GER and may not be used by this Client for any other endeavor without the written consent of the GER.

Applicable Law

Unless otherwise specified, the laws of the principal place of business of the GER shall govern this agreement.

Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the GER agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.



EVANS CONTRACTING, INC.
289 NOWAK ROAD
CANTONMENT, FL. 32533
Phone: 968-1957
Fax: 968-1191

PROPOSAL

March 5, 2014

To: FABRE ENGINEERS
Address: 119 Gregory Square
Pensacola, FL 32502

Attn: Dale Long

PROJECT: Locate Quintette Road & Highway 95A Intersection

Excavate marked utilities to verify Location and Depth per Dale Long.
To Include, West Side of Highway 95A, North and South Sides of Quintette Road.
North Side of Quintette Road on East Side of Highway 95A.

TOTAL \$ 2,400.00

Rick Evans

Rick Evans / Evans Contracting, Inc.

Dale Long / Fabre Engineering

QUINTETTE ROAD AND HIGHWAY 95A RE-ALIGNMENT SCHEDULE FOR COMPLETION

March 17, 2014

Task	Start Date	Completion Date	Time to Complete
Notice to Proceed	Monday, April 07, 2014	Monday, April 07, 2014	0
Conceptual Design	Monday, April 07, 2014	Monday, May 05, 2014	28
County Review	Monday, May 05, 2014	Monday, May 19, 2014	14
Data Collection/Survey and Geotechnical Investigation	Monday, May 19, 2014	Monday, June 23, 2014	35
30% Schematic Design	Monday, June 23, 2014	Monday, July 14, 2014	21
30% Design Submittal to County	Monday, July 14, 2014	Monday, July 14, 2014	0
County Review	Monday, July 14, 2014	Monday, July 28, 2014	14
Address County 30% Comments/Dev. 60% Plans	Monday, July 28, 2014	Monday, September 01, 2014	35
60% Design Submittal to County	Monday, September 01, 2014	Monday, September 01, 2014	0
County Review	Monday, September 01, 2014	Monday, September 15, 2014	14
Address County 60% Comments/Dev. 90% Plans	Monday, September 15, 2014	Monday, October 06, 2014	21
90% Design Submittal to County	Monday, October 06, 2014	Monday, October 06, 2014	0
County Review	Monday, October 06, 2014	Monday, October 13, 2014	7
Address County 90% Comments/Dev. Final Plans	Monday, October 13, 2014	Monday, October 27, 2014	14
Submit Final Documents to County	Monday, October 06, 2014	Monday, October 06, 2014	0
		TOTAL PROJECT TIMELINE	182

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-17. Approval of Various Consent Agenda Items – Continued

- 9. See Page 24.
- 10. Authorizing the County Administrator to approve and execute any Purchase Order for Owner-Direct Purchases that exceed \$50,000, for PD 10-11.079, Perdido Key Fire Station and Community Center, awarded to Rod Cooke Construction, Inc., on November 17, 2011, in the amount of \$4,620,000, which includes the base bid and additive alternates 1 and 2 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 110267, Object Code 56201, Project #08PF0012).
- 11. Authorizing the County to piggyback off the HGAC (*Houston-Galveston Area Council of Governments*) Contract #AM04-10, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions, and Section 46-64, Board approval, and awarding a Purchase Order for three ambulances, Model H-MD-16 Horton 623 International, PD 11-12.010, to Horton Emergency Vehicles, in the amount of \$623,038 (Funding: Fund 352, [Local Option Sales Tax III Fund], Cost Center 330435, Project 08PS0028).

- 12. Taking the following action concerning Project #1 Quintette Road of PD 10-11.080 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project Number 11EN1405):
 - A. Awarding a Not-To-Exceed Contract to Fabre Engineering, Inc., d/b/a Fabre Engineering & Surveying, in the amount of \$356,238.65, for Phase I Conceptual 30% Design of the new roadway, from Highway 29 to Jack's Branch Road; and
 - B. Approving to allow staff to proceed with negotiations for Phases II & III of the project, including design services for existing portions of Quintette Road, subject to an appropriation of funding and approval by the Board of County Commissioners.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

19. Taking the following action concerning Contract Amendments for PD 10-11.080, Design Services for Project #1 Quintette Road & Project #2 Well Line Road Extensions, which were approved by the Board of County Commissioners on January 19, 2012:

A. Approving that Amendment #1 to the Agreement for Project #1, awarded to Fabre Engineering, Inc., d/b/a Fabre Engineering & Surveying, be revised as follows:

(1) Section 1.6 is amended to read as follows:

1.6 ~~NOT TO EXCEED~~ LUMP SUM COMPENSATION: ~~Not to exceed~~ ~~computation~~ Lump sum compensation refers to the method of payment under this Agreement for the professional services of the Consultant.

(2) Section 5.1 is amended to read as follows:

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C", attached hereto and made a part hereof. 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 described in Section 5.3, is to be paid as follows: A ~~not to exceed~~ lump sum amount of

(Continued on Page 30)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5973

County Administrator's Report 12. 29.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Real Property Owned by Young Men's Christian Association of Northwest Florida, Inc., Located at 5406 Lillian Highway

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Parcel of Real Property Owned by the Young Men's Christian Association of Northwest Florida, Inc., Located at 5406 Lillian Highway - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a parcel of real property owned by the Young Men's Christian Association (YMCA) of Northwest Florida, Inc., located at 5406 Lillian Highway:

A. Authorize and direct staff to obtain appraisals, environmental site assessments, surveys, title insurance commitments, and complete all other requirements in Section 46-139, Escambia County Code of Ordinances, in anticipation of purchasing property from the YMCA of Northwest Florida, Inc., which could be utilized as a multi-use facility and recreational area; and

B. Authorize and direct staff to submit a Contract for Sale and Purchase for approval by the Board at the earliest available meeting date following conclusion of negotiations with the seller and completion of the requirements in Section 46-139.

[Funding Source: Fund 352, "LOST III," Cost Center 350229, Object Code 56101/56301]

BACKGROUND:

The YMCA of Northwest Florida, Inc., owns property located at 5406 Lillian Highway. The property consists of approximately 6.80 acres with a single structure (approximately 4600 square feet) located on it. The YMCA no longer utilizes this property for their programs and activities. If the County should acquire this property it could be developed into two multi-use fields and a recreational area that could be used for youth and/or adult activities. This property could be utilized by current Escambia County athletic programs to fulfill their space needs for additional public recreation and practice fields areas.

Board authorization is required for staff to proceed with the proposed acquisition process pursuant to Section 46-139, Escambia County Code of Ordinances.

BUDGETARY IMPACT:

Funding for completion of requirements of Section 46-139, Escambia County Code of Ordinances is available in Fund 352, "LOST III", Cost Center 350229, Object Code 56101/56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office will approve any contract or other documents required for Board approval of this proposed acquisition.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Staff will comply with Section 46-139 of the County Codes.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will move forward to comply with Section 46-139, Escambia County Code of Ordinances.

Attachments

Parcel information

Corporate information

Aerial map

Source: Escambia County Property Appraiser

[←](#) Navigate Mode
 Account
 Reference
 [→](#)

[Restore Full Page Version](#)

<p>General Information</p> <p>Reference: 352S301900000001</p> <p>Account: 072487000</p> <p>Owners: YOUNG MENS CHRISTIAN ASSOCIATION OF NORTHWEST FLORIDA INC</p> <p>Mail: 3215 LANGLEY AVE PENSACOLA, FL 32504</p> <p>Situs: 5406 LILLIAN HWY 32506</p> <p>Use Code: CLUB, LODGE, HALL</p> <p>Taxing Authority: COUNTY MSTU</p> <p>Tax Inquiry: Open Tax Inquiry Window</p> <p>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>2013 Certified Roll Assessment</p> <p>Improvements: \$99,089</p> <p>Land: \$58,140</p> <hr/> <p>Total: \$157,229</p> <p>Save Our Homes: \$0</p> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1/Portability Calculations</p>
---	--

<p>Sales Data</p> <p>Sale Date Book Page Value Type</p> <p>None</p> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	<p>MLS Listing #404268</p> <p>Official Records (New Window)</p>	<p>2013 Certified Roll Exemptions</p> <p>FRATERNAL AND OTHER</p> <p>Legal Description</p> <p>BEG AT SE COR OF LT 1 N 16 DEG 30 MIN W WITH E LI OF LT 870 52/100 FT TO N R/W LI OF LILLIAN H/W S 78 DEG...</p> <p>Extra Features</p> <p>6' CHAINLINK FENCE ASPHALT PAVEMENT MOBILE HOME OPEN PORCH POOL</p>
---	---	---

Parcel Information

Section Map Id:
[35-2S-30-1](#)

Approx. Acreage:
6.8000

Zoned:
R-6

Evacuation & Flood Information
[Open Report](#)

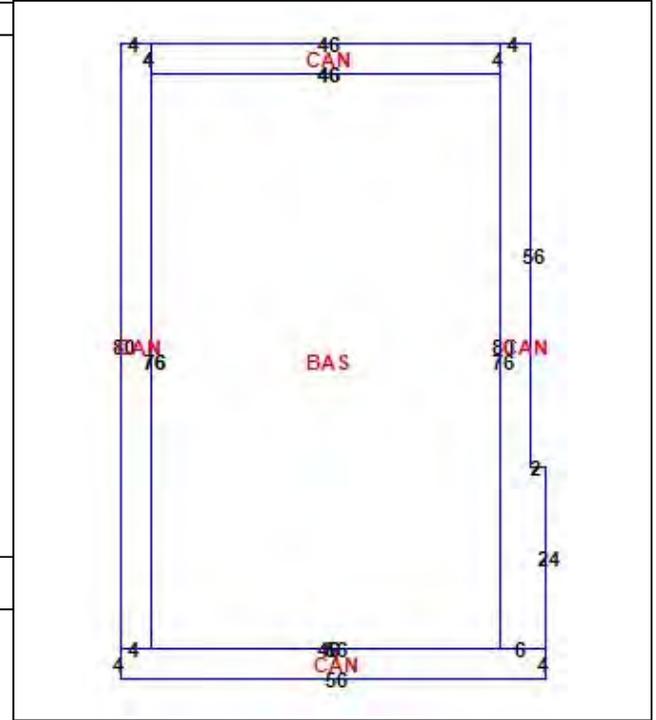
[Launch Interactive Map](#)

Buildings

Building 1 - Address: 5406 LILLIAN HWY, Year Built: 1960, Effective Year: 1960

Structural Elements

FOUNDATION-SLAB ON GRADE
EXTERIOR WALL-CONCRETE BLOCK
NO. PLUMBING FIXTURES-13.00
ROOF FRAMING-RIGID FRAME/BAR
ROOF COVER-BLT UP MTL/GYP
INTERIOR WALL-EXPOSED BLK/BRK
STORY HEIGHT-12.00
NO. STORIES-1.00
FLOOR COVER-CONCRETE-FINISH
DECOR/MILLWORK-AVERAGE
HEAT/AIR-CENTRAL H/AC
STRUCTURAL FRAME-MASONRY PIL/STL



Areas - 4592 Total SF

BASE AREA - 3496
CANOPY - 1096

Images



9/7/05



3/15/06



5/3/06



7/18/13

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.

2013 FLORIDA NON PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 729283

FILED
Mar 22, 2013
Secretary of State
CC8917883114

Entity Name: YOUNG MEN'S CHRISTIAN ASSOCIATION OF NORTHWEST FLORIDA, INC.

Current Principal Place of Business:

415-B N. TARRAGONA STREET
PENSACOLA, FL 32501

Current Mailing Address:

415-B N. TARRAGONA STREET
PENSACOLA, FL 32501

FEI Number: 59-0624465

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BODENHAUSEN, MICHAEL CEO
415 NORTH TARRAGONA ST
STE. B
PENSACOLA, FL 32501 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title CHAIRMAN
Name WILLIAMS, STEVE
Address ONE ENERGY PLACE
City-State-Zip: PENSACOLA FL 32520

Title TREASURER
Name NICKELSEN, ALAN
Address 21 E. GARDEN STREET
City-State-Zip: PENSACOLA FL 32502

Title M
Name BODENHAUSEN, MICHAEL CEO
Address 415 NORTH TARRAGONA STREET,
SUITE B
City-State-Zip: PENSACOLA FL 32501

Title VC
Name KAGAN, JON
Address 7552 NAVARRE PARKWAY, SUITE 35
City-State-Zip: NAVARRE FL 32566

Title SECRETARY
Name PORTER, JOHN
Address 1717 N. E STREET
SUITE 320
City-State-Zip: PENSACOLA FL 32501

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MICHAEL BODENHAUSEN

CEO

03/22/2013

Electronic Signature of Signing Officer/Director Detail

Date

PROPOSED ACQUISITION YMCA PROPERTY @ 5406 LILLIAN HIGHWAY



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 03/25/14 DISTRICT 2



Approximately 6.80 Acres Owned by Young Men's Christian Association of Northwest Florida, Inc.
The Property has a Single Structure with Canopy totaling Approximately 4600 Square Feet



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5939

County Administrator's Report 12. 30.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Acceptance of Drainage Easements for Matthew Lane Drainage Improvement Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of the Donation of Two Drainage Easements for the Matthew Lane Drainage Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of two drainage easements, located on Matthew Lane, for drainage improvements:

A. Accept the donation of two drainage easements, located on Matthew Lane, from the following property owners, for drainage improvements:

Property Owner	Parcel Reference Number	Acreage
Easement One		
Eddie B. & Alma Allen	16-2S-30-1400-000-055	Approximately 0.02 acres
Easement Two		
Frank Maull, III	16-2S-30-1001-030-003	Approximately 0.06 acres
James Maule		
Charles Maull		

B. Authorize the payment of documentary stamps because the easements are being donated for governmental use, which is for drainage improvements, and the County benefits from the acceptance of these easements, which will enhance the safety and well-being of the citizens of Escambia County;

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

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept the Drainage Easements as of the day of delivery of the Drainage Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

BACKGROUND:

The County has a project in design to improve drainage within the Matthew Lane/Mission Road area. The proposed design calls for subsurface stormwater piping routing water to a pond on a County-owned parcel that will eventually outfall into an existing system located on Mission Road. The subsurface piping will be located along these two easements. All property owners involved have agreed to donate a portion of their property for the easement area. Board approval is required for the Board's acceptance of the donated easements.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by Escambia County Clerk's Office. Construction funding will be provided through Fund 352 "LOST III", Cost Center 210107, Object Code 56101/56301, Project # 13EN2263, \$128,426 available.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Drainage Easements were 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 proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Easements

Property Info

Map

This document was prepared by:
Wayne Manning
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

A Portion of 16-2S-30-1400-000-055
Matthew Lane Drainage Project

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 7 day of March, 2014, by and between Eddie B. Allen and Alma Allen, husband and wife, whose mailing address is 3321 West Fisher Street, Pensacola, Florida 32505 (Grantors) and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, the Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 16, Township 2S, Range 30 West, Escambia County, Florida;

WHEREAS, the Grantors are the owner of the real property, over, across and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the promises contained herein and other good and valuable considerations, Grantors do hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement area and the right to excavate, construct and maintain the drainage easement.

Legal or Exhibit "A"

GRANTORS also hereby grant, bargain, convey, transfer, dedicate and deliver to Grantee the right to clear, keep clear, and remove from the drainage easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement area or any structures installed thereon by Grantee. Notwithstanding, the issuance of any permit to construct or erect any structure in the easement area, Grantors, their successors and assigns, agree not to build, construct or create or permit others to build, construct or create any building or other structures in the drainage area that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Easily removable improvements, such as fences may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement area, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified and the Grantors, themselves, their successors and assigns, agree to execute corrective instruments as may be required by Grantee.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee and its successors and assigns forever.

GRANTORS do hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances, which would prohibit the Grantee from using the easement area for drainage and Grantors hereby waives any right to compensation for Grantee's use of the drainage easement area and an appraisal of the drainage easement area unless otherwise provided for herein.

IN WITNESS WHEREOF, the Grantors has hereunto set its hand and seal the date first above written.

Signed, sealed and delivered
in the presence of:

Witness Eddie B. Allen Jr.
Print Name Eddie B. Allen Jr.

Eddie B. Allen
By: Eddie B. Allen

Witness Bernie W Manning
Print Name Bernie W Manning

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7 day of March, 2014, by
Eddie B. Allen. He/she () is personally known to me or () has produced current
Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W Manning
Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

Signed, sealed and delivered
in the presence of:

Witness Eddie B. Allen Jr.
Print Name Eddie B. Allen Jr.

Alma Allen
By: Alma Allen

Witness Bernie W Manning
Print Name Bernie W Manning

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7 day of March, 2014, by
Alma Allen. He/she () is personally known to me or () has produced current Florida
I.D. Card as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W Manning
Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

ACCEPTANCE

THIS EASEMENT was accepted by Escambia County, Florida on the _____ day of _____, 20_____, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSISONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

By *[Signature]*
Title Asst. County Attorney
Date March 13, 2004

LEGAL DESCRIPTION AND SKETCH EXHIBIT "A"

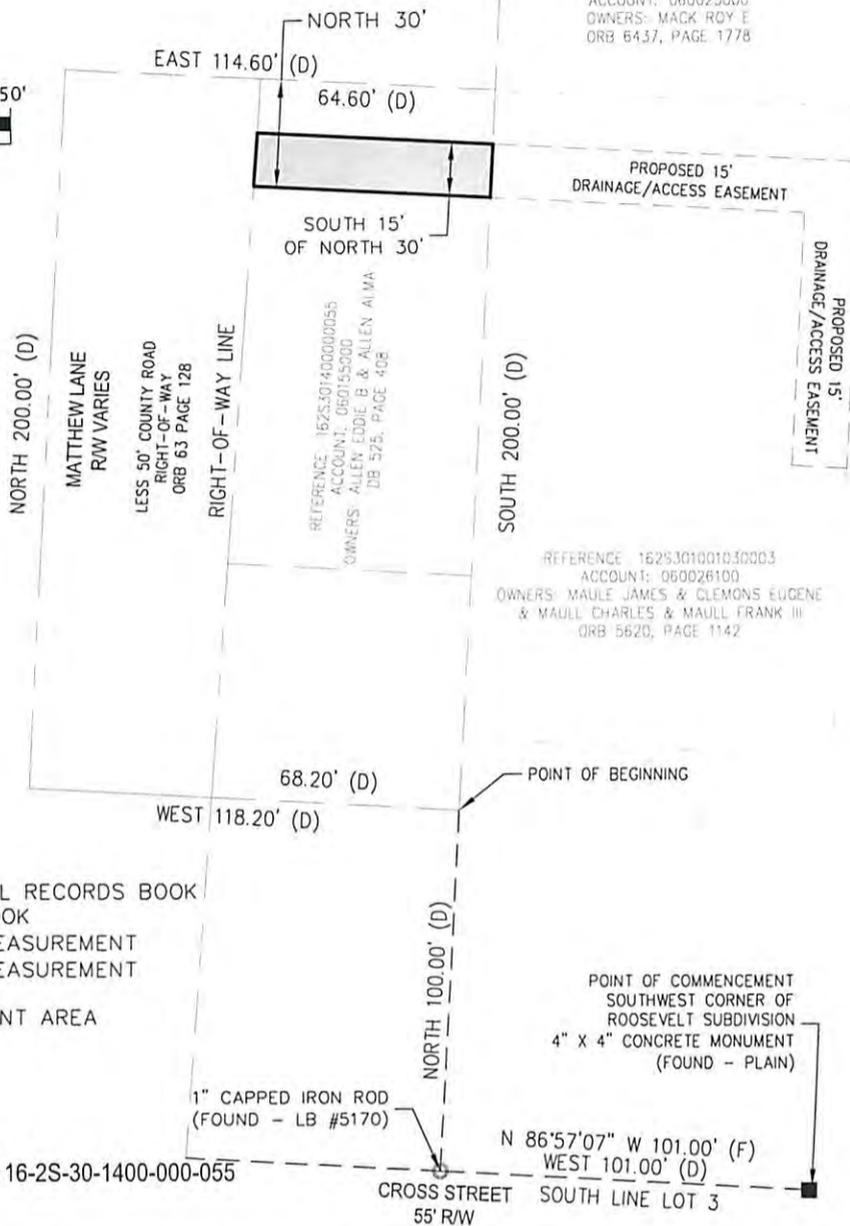


REFERENCE: 162S30140000053
ACCOUNT: 060154000
OWNERS: BADLEY JOHN T & BADLEY MARY
ORB 6281, PAGE 432

REFERENCE: 162S301001010003
ACCOUNT: 060025000
OWNERS: MACK ROY E
ORB 6437, PAGE 1778

REFERENCE: 162S301300001014
ACCOUNT: 060131000
OWNERS: WALKER FRANK & ANNIE
LOT 14

REFERENCE: 162S301300001015
ACCOUNT: 060132000
OWNERS: ESCAMBIA COUNTY
ORB 5872, PAGE 1099
LOT 15



LEGEND
ORB - OFFICIAL RECORDS BOOK
DB - DEED BOOK
(D) - DEED MEASUREMENT
(F) - FIELD MEASUREMENT

- EASEMENT AREA

Legal Description
Property Reference No. 16-2S-30-1400-000-055
September 25, 2013

A non-exclusive 15-foot wide Drainage/Access Easement over the South 15 feet of the North 30 feet of the following described parcel of land:

Commence at the intersection of the South line of Lot 3 and the West line of Roosevelt Subdivision, Plat Book 2, page 62; thence West along the South line of Lot 3 a distance of 101.00 feet; thence North 100.00 feet to the Point of Beginning; thence West 118.20 feet; thence North parallel to the East line of Lot 4 a distance of 200.00 feet; thence East parallel to the South line of Lot 3 a distance of 114.60 feet; thence South parallel to the East line of Lot 4 a distance of 200.00 feet to Point of Beginning, Deed Book 525 page 408, Lot 55 to 58 of an unrecorded plat, less the West 50 feet for County Road Right-of-Way. All lying and being in Section 16, Township 2 South, Range 30 West, Escambia County, Florida.

SURVEYOR'S NOTES:

- 1) NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- 2) UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
- 3) MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT.
- 4) FIELD DATE: MAY 23, 2013; FIELD NOTES RECORDED IN FIELD BOOK 509, PAGES 40-46.
- 5) THE SURVEY DATUM SHOWN HEREON IS BASED ON ESCAMBIA COUNTY DEEDS OF RECORD; ESCAMBIA COUNTY TAX ASSESSOR SECTION MAPS FOR SECTION 22, TOWNSHIP 5 NORTH, RANGE 32 WEST AND EXISTING FIELD MONUMENTATION.
- 6) THE BEARINGS SHOWN HEREON WERE REFERENCED TO NORTH 86°57'07" WEST ALONG THE SOUTH LINE OF LOT 3 AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, FL NORTH LAMBERT, NAD 83/90.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

Drawn By: JMK / RSC	Project No.: 20130029
Survey Date: 05/22/2013	Drawing No. L-4965A
Drawing Date: 09/30/2013	Field Book: 509 Page: 40-46
Section, Township, Range: 16, T-2-S, R-30-W	
Type of Survey:	Sheet No. 1 of 1
LEGAL DESCRIPTION AND SKETCH	Date:
Revisions:	Date:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Date: _____

R.S. Colocado Professional Surveyor and Mapper No. 6049 State of Florida

The Legal Description and Sketch shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors & Mappers, in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

Valid Only With
Engineer's Seal



This document was prepared by:
Wayne Manning
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

A Portion of 16-2S-30-1001-030-003
Matthew Lane Drainage Project

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 26 day of February, 2014, by and between Frank Maull, III., a single man, whose mailing address is 702 North Q Street, Pensacola, Florida 32505 (Grantor) and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, the Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 16, Township 2S, Range 30 West, Escambia County, Florida;

WHEREAS, the Grantor is the owner of the real property, over, across and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the promises contained herein and other good and valuable considerations, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement area and the right to excavate, construct and maintain the drainage easement.

Legal or Exhibit "A"

GRANTOR also does hereby grant, bargain, convey, transfer, dedicate and deliver to Grantee the right to clear, keep clear, and remove from the drainage easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement area or any structures installed thereon by Grantee. Notwithstanding, the issuance of any permit to construct or erect any structure in the easement area, Grantor, their successors and assigns, agree not to build, construct or create or permit others to build, construct or create any building or other structures in the drainage area that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Easily removable improvements, such as fences may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement area, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified and the Grantor, itself, its successors and assigns, agree to execute corrective instruments as may be required by Grantee.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee and its successors and assigns forever.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances, which would prohibit the Grantee from using the easement area for drainage and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement area and an appraisal of the drainage easement area unless otherwise provided for herein.

GRANTOR certifies, warrants and covenants that the above described property is not the constitutional homestead of the grantor who resides at 702 North Q Street, Pensacola, Florida 32505.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the date first above written.

Signed, sealed and delivered
in the presence of:

Witness Mary Johnson Maull
Print Name Mary Johnson Maull

By: Frank Maull III
Frank Maull, III

Witness Bernie W Manning
Print Name Bernie W Manning

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of February, 2014, by Frank Maull, III. He () is personally known to me or () has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W Manning
Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

ACCEPTANCE

THIS EASEMENT was accepted by Escambia County, Florida on the ____ day of _____, 20__ as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISISONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

By Siddiq
Title Asst. County Attorney
Date March 13, 2014

LEGAL DESCRIPTION AND SKETCH EXHIBIT "A"

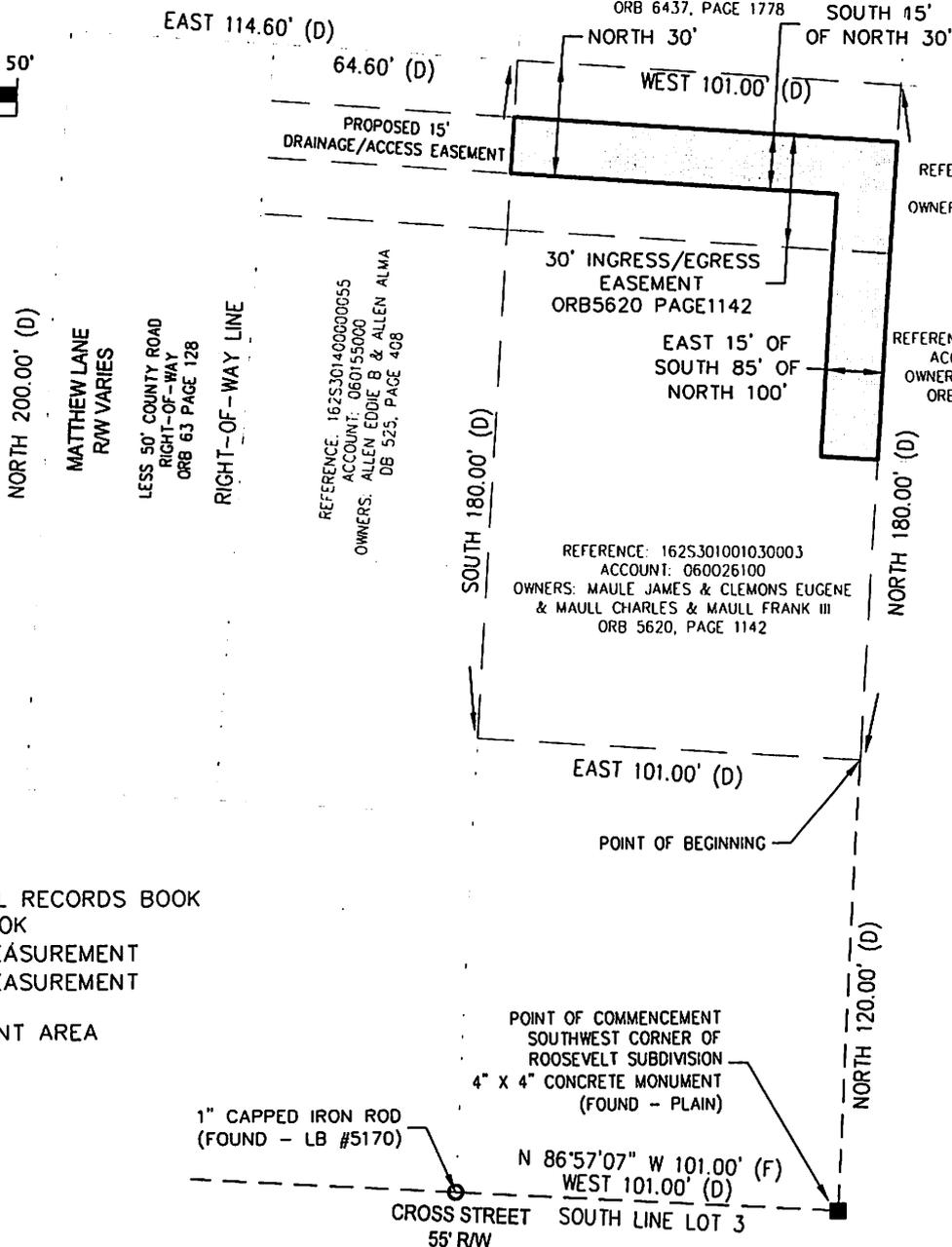


REFERENCE: 162S30140000053
ACCOUNT: 060154000
OWNERS: BADLEY JOHN I & BADLEY MARY,
ORB 6281, PAGE 432

REFERENCE: 162S301001010003
ACCOUNT: 060025000
OWNERS: MACK ROY E
ORB 6437, PAGE 1778

REFERENCE: 162S301300001014
ACCOUNT: 060131000
OWNERS: WALKER FRANK & ANNIE
LOT 14

REFERENCE: 162S301300001015
ACCOUNT: 060132000
OWNERS: ESCAMBIA COUNTY
ORB 5872, PAGE 1099
LOT 15



LEGEND

- ORB - OFFICIAL RECORDS BOOK
- DB - DEED BOOK
- (D) - DEED MEASUREMENT
- (F) - FIELD MEASUREMENT

- EASEMENT AREA

SURVEYOR'S NOTES:

- 1) NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- 2) UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
- 3) MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT.
- 4) FIELD DATE: MAY 23, 2013; FIELD NOTES RECORDED IN FIELD BOOK 509, PAGES 40-46.
- 5) THE SURVEY DATUM SHOWN HEREON IS BASED ON ESCAMBIA COUNTY DEEDS OF RECORD; ESCAMBIA COUNTY TAX ASSESSOR SECTION MAPS FOR SECTION 22, TOWNSHIP 5 NORTH, RANGE 32 WEST AND EXISTING FIELD MONUMENTATION.
- 6) THE BEARINGS SHOWN HEREON WERE REFERENCED TO NORTH 86°57'07" WEST ALONG THE SOUTH LINE OF LOT 3 AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, FL NORTH LAMBERT, NAD 83/90.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

Drawn By: JMK / RSC	Project No.: 20130029
Survey Date: 05/22/2013	Drawing No. L-4965B
Drawing Date: 09/30/2013	Field Book: 509 Page: 40-46
Section, Township, Range: 16, T-2-S, R-30-W	
Type of Survey:	Sheet No. 1 of 2
LEGAL DESCRIPTION AND SKETCH	
Revisions:	Date:

ENGINEERING DEPARTMENT
 ESCAMBIA COUNTY, FLORIDA
 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Valid Only With
Embossed Seal



Date: _____
 State of Florida

R.S. Colocado Professional Surveyor and Mapper No. 6049
 The Legal Description and Sketch shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors & Mappers, in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

LEGAL DESCRIPTION AND SKETCH EXHIBIT "A"

Legal Description

Property Reference No. 16-2S-30-1001-030-003
September 25, 2013

A non-exclusive 15-foot wide Drainage/Access Easement over the South 15 feet of the North 30 feet and the East 15 feet of the South 85 feet of the North 100 feet of the following described parcel of land:

Commencing at the Southwest corner of Roosevelt Subdivision as recorded in Plat Book 2, Page 62 of the public records of Escambia County, Florida; Thence North along the West line of said Roosevelt Subdivision a distance of 120.00 feet for the Point of Beginning; thence continue along the same course for a distance of 180.00 feet; thence deflect 90°00'00" Left a distance of 101.00 feet; thence deflect 90°00'00" Left a distance of 180.00 feet; thence deflect 90°00'00" Left a distance of 101.00 feet to the Point of Beginning. Containing 0.42 acres, more or less.

Together with and subject to a 30.00 foot Easement for Ingress and Egress lying 15.00 on either side of the following described centerline:

Commencing at the Southwest corner of Roosevelt Subdivision as recorded in Plat Book 2, Page 62 of the public records of Escambia County, Florida; thence North along the West line of said Roosevelt Subdivision a distance of 270.00 feet for the Point of Beginning of said centerline and Easement; thence 90°00'00" Left a distance of 165.33 feet to the Easterly right-of-way line of Matthew Street for the Point of Termination of said centerline and Easement. All lying and being in Section 16, Township 2 South, Range 30 West, Escambia County, Florida.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

Drawn By: JMK / RSC	Project No.: 20130029	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505	
Survey Date: 05/22/2013	Drawing No. L-4965B		
Drawing Date: 09/30/2013	Field Book:509 Page:40-46		
Section, Township, Range: 16, T-2-S, R-30-W		UNLESS ACCOMPANIED BY SHEET ONE THAT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.	
Type of Survey:	Sheet No. 2 of 2		
LEGAL DESCRIPTION AND SKETCH			
Revisions:	Date:		

This document was prepared by:
Wayne Manning
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

A Portion of 16-2S-30-1001-030-003
Matthew Lane Drainage Project

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 5th day of March, 2014, by and between James Maule, an unmarried widow, whose mailing address is 3237 West Fisher Street, Pensacola, Florida 32505 (Grantor) and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, the Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 16, Township 2S, Range 30 West, Escambia County, Florida;

WHEREAS, the Grantor is the owner of the real property, over, across and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the promises contained herein and other good and valuable considerations, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement area and the right to excavate, construct and maintain the drainage easement.

Legal or Exhibit "A"

GRANTOR also does hereby grant, bargain, convey, transfer, dedicate and deliver to Grantee the right to clear, keep clear, and remove from the drainage easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement area or any structures installed thereon by Grantee. Notwithstanding, the issuance of any permit to construct or erect any structure in the easement area, Grantor, their successors and assigns, agree not to build, construct or create or permit others to build, construct or create any building or other structures in the drainage area that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Easily removable improvements, such as fences may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement area, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified and the Grantor, itself, its successors and assigns, agree to execute corrective instruments as may be required by Grantee.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee and its successors and assigns forever.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances, which would prohibit the Grantee from using the easement area for drainage and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement area and an appraisal of the drainage easement area unless otherwise provided for herein.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the date first above written.

Signed, sealed and delivered
in the presence of:

Witness Bernie W Manning
Print Name Bernie W Manning
Witness Kim E. Maule
Print Name KIM E. MAULE

By: James Maule
James Maule

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5 day of March, 2014, by James Maule. He () is personally known to me or () has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W Manning
Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

ACCEPTANCE

THIS EASEMENT was accepted by Escambia County, Florida on the ____ day of _____, 20____, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISISONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date March 13, 2014

LEGAL DESCRIPTION AND SKETCH EXHIBIT "A"



REFERENCE: 162S301400000053
ACCOUNT: 060154000
OWNERS: BADLEY JOHN T & BADLEY MARY
ORB 6281, PAGE 432

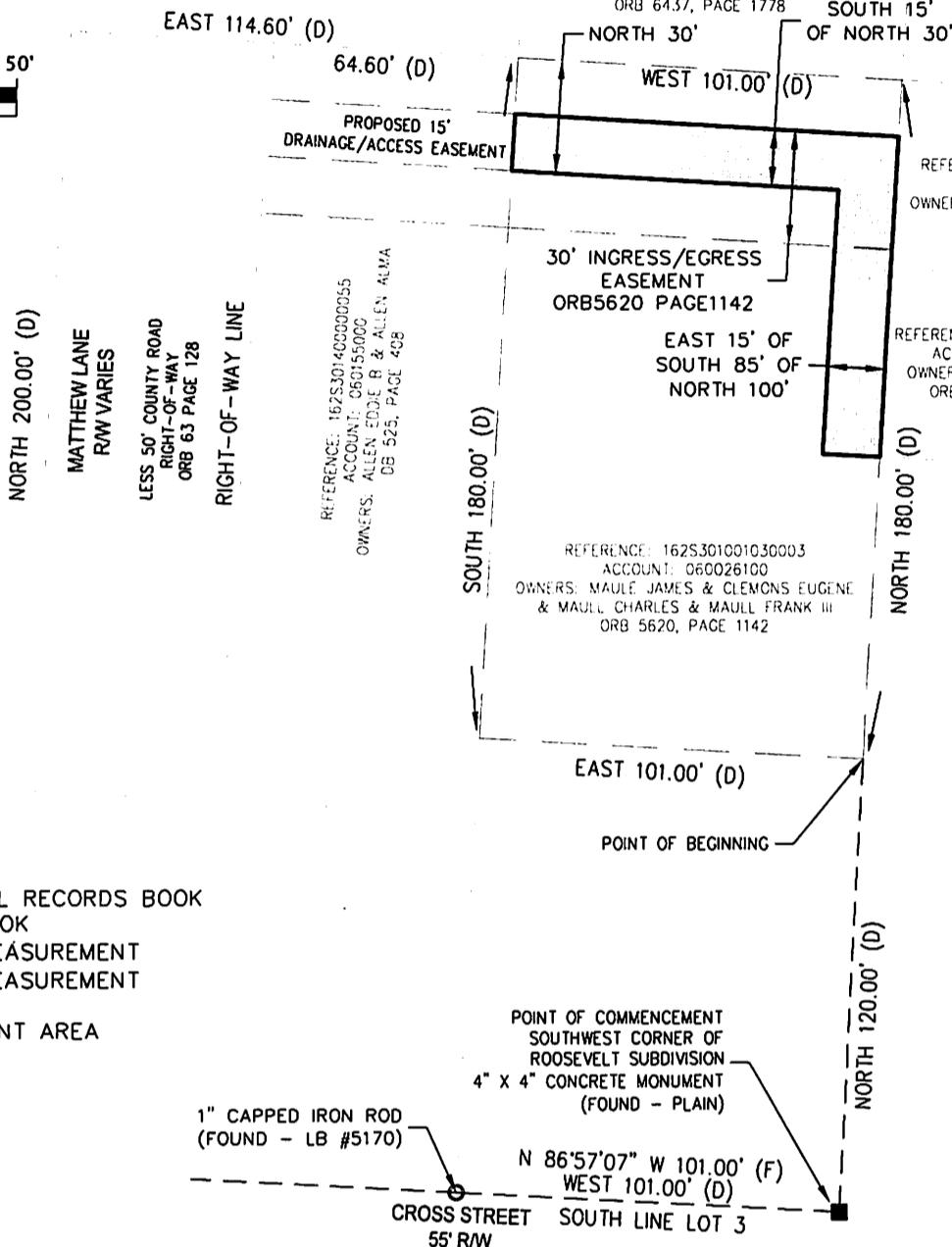
REFERENCE: 162S301001010003
ACCOUNT: 060025000
OWNERS: MACK ROY E
ORB 6437, PAGE 1778

REFERENCE: 162S301300001014
ACCOUNT: 060131000
OWNERS: WALKER FRANK & ANNIE
LOT 14

REFERENCE: 162S301300001015
ACCOUNT: 060132000
OWNERS: ESCAMBIA COUNTY
ORB 5872, PAGE 1099
LOT 15

REFERENCE: 162S301400000055
ACCOUNT: 060155000
OWNERS: ALLEN EDIE B & ALLEN ALMA
DB 525, PAGE 408

REFERENCE: 162S301001030003
ACCOUNT: 060026100
OWNERS: MAULE JAMES & CLEMENS EUGENE
& MAULL CHARLES & MAULL FRANK III
ORB 5620, PAGE 1142



LEGEND

- ORB - OFFICIAL RECORDS BOOK
- DB - DEED BOOK
- (D) - DEED MEASUREMENT
- (F) - FIELD MEASUREMENT

- EASEMENT AREA

SURVEYOR'S NOTES:

- 1) NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- 2) UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
- 3) MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT.
- 4) FIELD DATE: MAY 23, 2013; FIELD NOTES RECORDED IN FIELD BOOK 509, PAGES 40-46.
- 5) THE SURVEY DATUM SHOWN HEREON IS BASED ON ESCAMBIA COUNTY DEEDS OF RECORD; ESCAMBIA COUNTY TAX ASSESSOR SECTION MAPS FOR SECTION 22, TOWNSHIP 5 NORTH, RANGE 32 WEST AND EXISTING FIELD MONUMENTATION.
- 6) THE BEARINGS SHOWN HEREON WERE REFERENCED TO NORTH 86°57'07" WEST ALONG THE SOUTH LINE OF LOT 3 AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, FL NORTH LAMBERT, NAD 83/90.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

Drawn By: JMK / RSC	Project No.: 20130029
Survey Date: 05/22/2013	Drawing No. L-4965B
Drawing Date: 09/30/2013	Field Book: 509 Page: 40-46
Section, Township, Range: 16, T-2-S, R-30-W	
Type of Survey:	Sheet No. 1 of 2
LEGAL DESCRIPTION AND SKETCH	Date:
Revisions:	Date:

ENGINEERING DEPARTMENT
 ESCAMBIA COUNTY, FLORIDA
 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Valid Only With
Embossed Seal



Date: _____ State of Florida
 R.S. Colocado Professional Surveyor and Mapper No. 6049
 The Legal Description and Sketch shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors & Mappers, in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

LEGAL DESCRIPTION AND SKETCH EXHIBIT "A"

Legal Description

Property Reference No. 16-2S-30-1001-030-003

September 25, 2013

A non-exclusive 15-foot wide Drainage/Access Easement over the South 15 feet of the North 30 feet and the East 15 feet of the South 85 feet of the North 100 feet of the following described parcel of land:

Commencing at the Southwest corner of Roosevelt Subdivision as recorded in Plat Book 2, Page 62 of the public records of Escambia County, Florida; Thence North along the West line of said Roosevelt Subdivision a distance of 120.00 feet for the Point of Beginning; thence continue along the same course for a distance of 180.00 feet; thence deflect 90°00'00" Left a distance of 101.00 feet; thence deflect 90°00'00" Left a distance of 180.00 feet; thence deflect 90°00'00" Left a distance of 101.00 feet to the Point of Beginning. Containing 0.42 acres, more or less.

Together with and subject to a 30.00 foot Easement for Ingress and Egress lying 15.00 on either side of the following described centerline:

Commencing at the Southwest corner of Roosevelt Subdivision as recorded in Plat Book 2, Page 62 of the public records of Escambia County, Florida; thence North along the West line of said Roosevelt Subdivision a distance of 270.00 feet for the Point of Beginning of said centerline and Easement; thence 90°00'00" Left a distance of 165.33 feet to the Easterly right-of-way line of Matthew Street for the Point of Termination of said centerline and Easement. All lying and being in Section 16, Township 2 South, Range 30 West, Escambia County, Florida.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

Drawn By: JMK / RSC	Project No.: 20130029	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505	
Survey Date: 05/22/2013	Drawing No.: L-4965B		
Drawing Date: 09/30/2013	Field Book: 509 Page: 40-46	UNLESS ACCOMPANIED BY SHEET ONE THAT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.	
Section, Township, Range: 16, T-2-S, R-30-W			
Type of Survey:	Sheet No. 2 of 2		
LEGAL DESCRIPTION AND SKETCH	Date:		
Revisions:			

This document was prepared by:
Wayne Manning
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

A Portion of 16-2S-30-1001-030-003
Matthew Lane Drainage Project

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 28th day of February, 2014, by and between Charles Maull, a married man, whose mailing address is 801 NW 47th Street, Miami, Florida 33127 (Grantor) and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, the Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 16, Township 2S, Range 30 West, Escambia County, Florida;

WHEREAS, the Grantor is the owner of the real property, over, across and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the promises contained herein and other good and valuable considerations, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement area and the right to excavate, construct and maintain the drainage easement.

Legal or Exhibit "A"

GRANTOR also does hereby grant, bargain, convey, transfer, dedicate and deliver to Grantee the right to clear, keep clear, and remove from the drainage easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement area or any structures installed thereon by Grantee. Notwithstanding, the issuance of any permit to construct or erect any structure in the easement area, Grantor, their successors and assigns, agree not to build, construct or create or permit others to build, construct or create any building or other structures in the drainage area that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Easily removable improvements, such as fences may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement area, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified and the Grantor, itself, its successors and assigns, agree to execute corrective instruments as may be required by Grantee.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee and its successors and assigns forever.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances, which would prohibit the Grantee from using the easement area for drainage and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement area and an appraisal of the drainage easement area unless otherwise provided for herein.

GRANTOR certifies, warrants and covenants that the above described property is not the constitutional homestead of the grantor who resides at 801 NW 47th Street, Miami, Florida 33127.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the date first above written.

Signed, sealed and delivered
in the presence of:

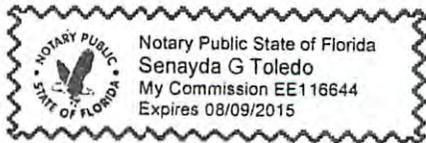
Witness [Signature]
Print Name Isishta Williams
Witness [Signature]
Print Name Flor Saenz

By: [Signature]
Charles Maull

STATE OF FLORIDA
COUNTY OF DALE

The foregoing instrument was acknowledged before me this 28th day of Feb., 2014, by Charles Maull. He () is personally known to me or () has produced current FDL M400-140-46-137-0 as identification.

(Notary Seal)



[Signature]
Signature of Notary Public
Senayda T
Printed Name of Notary Public

ACCEPTANCE

THIS EASEMENT was accepted by Escambia County, Florida on the _____ day of _____, 2014, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISISONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date March 13, 2014

LEGAL DESCRIPTION AND SKETCH EXHIBIT "A"



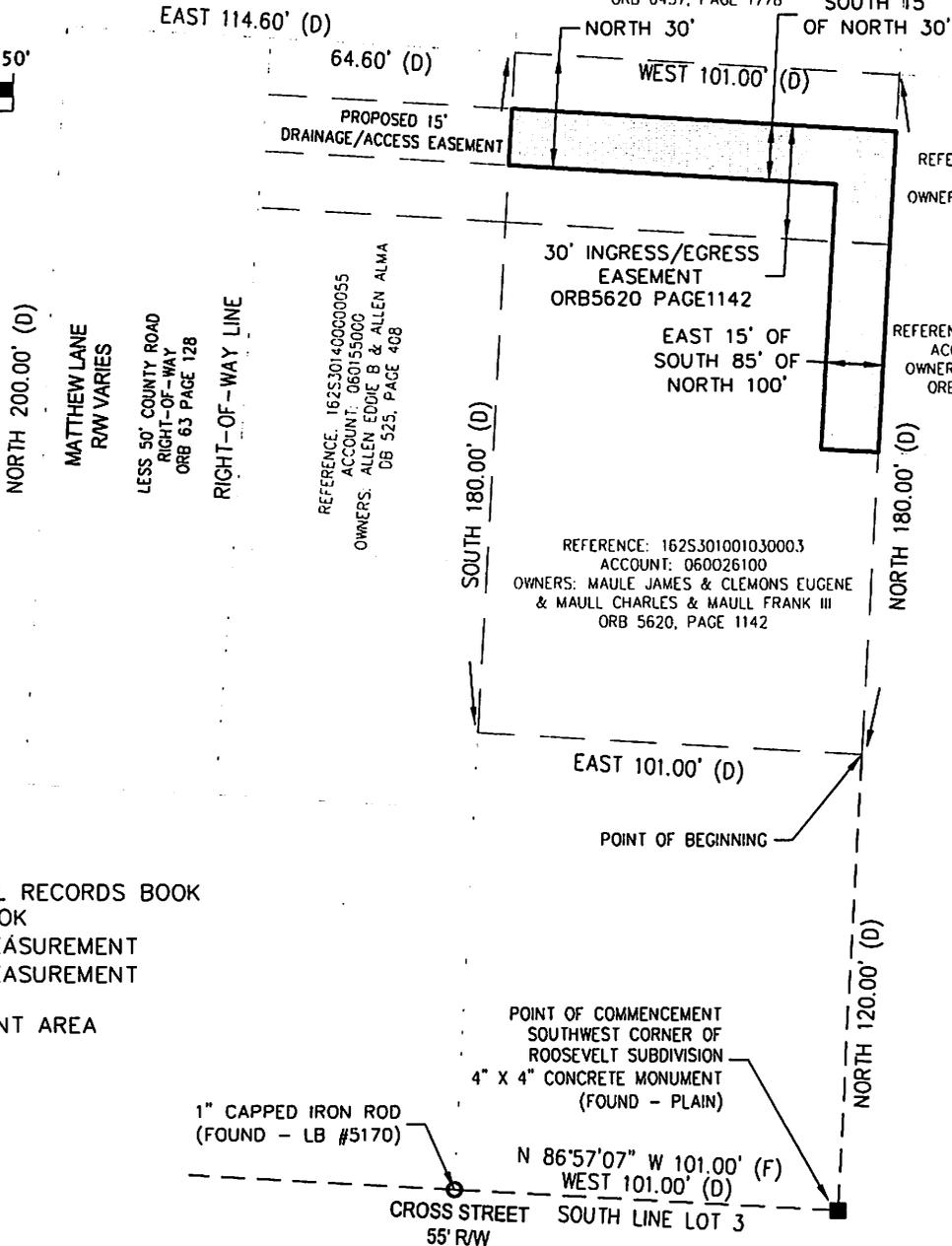
REFERENCE: 162S301400000053
ACCOUNT: 060154000
OWNERS: BADLEY JOHN I & BADLEY MARY,
ORB 6281, PAGE 432

REFERENCE: 162S301001010003
ACCOUNT: 060025000
OWNERS: MACK ROY E
ORB 6437, PAGE 1778

REFERENCE: 162S301300001014
ACCOUNT: 060131000
OWNERS: WALKER FRANK & ANNIE
LOT 14

REFERENCE: 162S301300001015
ACCOUNT: 060132000
OWNERS: ESCAMBIA COUNTY
ORB 5872, PAGE 1099
LOT 15

REFERENCE: 162S301001030003
ACCOUNT: 060026100
OWNERS: MAULE JAMES & CLEMONS EUGENE
& MAULL CHARLES & MAULL FRANK III
ORB 5620, PAGE 1142



LEGEND
ORB - OFFICIAL RECORDS BOOK
DB - DEED BOOK
(D) - DEED MEASUREMENT
(F) - FIELD MEASUREMENT

- EASEMENT AREA

SURVEYOR'S NOTES:

- 1) NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- 2) UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
- 3) MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT.
- 4) FIELD DATE: MAY 23, 2013; FIELD NOTES RECORDED IN FIELD BOOK 509, PAGES 40-46.
- 5) THE SURVEY DATUM SHOWN HEREON IS BASED ON ESCAMBIA COUNTY DEEDS OF RECORD; ESCAMBIA COUNTY TAX ASSESSOR SECTION MAPS FOR SECTION 22, TOWNSHIP 5 NORTH, RANGE 32 WEST AND EXISTING FIELD MONUMENTATION.
- 6) THE BEARINGS SHOWN HEREON WERE REFERENCED TO NORTH 86°57'07" WEST ALONG THE SOUTH LINE OF LOT 3 AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, FL NORTH LAMBERT, NAD 83/90.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

Drawn By: JMK / RSC	Project No.: 20130029
Survey Date: 05/22/2013	Drawing No. L-4965B
Drawing Date: 09/30/2013	Field Book: 509 Page: 40-46
Section, Township, Range: 16, T-2-S, R-30-W	
Type of Survey:	Sheet No. 1 of 2
LEGAL DESCRIPTION AND SKETCH	
Revisions:	Date:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Seal Only With Embossed Seal



R.S. Colocado Professional Surveyor and Mapper No. 6049 State of Florida
The Legal Description and Sketch shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors & Mappers, in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

LEGAL DESCRIPTION AND SKETCH EXHIBIT "A"

Legal Description

Property Reference No. 16-2S-30-1001-030-003
September 25, 2013

A non-exclusive 15-foot wide Drainage/Access Easement over the South 15 feet of the North 30 feet and the East 15 feet of the South 85 feet of the North 100 feet of the following described parcel of land:

Commencing at the Southwest corner of Roosevelt Subdivision as recorded in Plat Book 2, Page 62 of the public records of Escambia County, Florida; Thence North along the West line of said Roosevelt Subdivision a distance of 120.00 feet for the Point of Beginning; thence continue along the same course for a distance of 180.00 feet; thence deflect 90°00'00" Left a distance of 101.00 feet; thence deflect 90°00'00" Left a distance of 180.00 feet; thence deflect 90°00'00" Left a distance of 101.00 feet to the Point of Beginning. Containing 0.42 acres, more or less.

Together with and subject to a 30.00 foot Easement for Ingress and Egress lying 15.00 on either side of the following described centerline:

Commencing at the Southwest corner of Roosevelt Subdivision as recorded in Plat Book 2, Page 62 of the public records of Escambia County, Florida; thence North along the West line of said Roosevelt Subdivision a distance of 270.00 feet for the Point of Beginning of said centerline and Easement; thence 90°00'00" Left a distance of 165.33 feet to the Easterly right-of-way line of Matthew Street for the Point of Termination of said centerline and Easement. All lying and being in Section 16, Township 2 South, Range 30 West, Escambia County, Florida.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

Drawn By: JMK / RSC	Project No.: 20130029
Survey Date: 05/22/2013	Drawing No. L-4965B
Drawing Date: 09/30/2013	Field Book:509 Page:40-46
Section, Township, Range:	16, T-2-S, R-30-W
Type of Survey:	Sheet No. 2 of 2
LEGAL DESCRIPTION AND SKETCH	
Revisions:	Date:

ENGINEERING DEPARTMENT
 ESCAMBIA COUNTY, FLORIDA
 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

UNLESS ACCOMPANIED BY SHEET ONE THAT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



Source: Escambia County Property Appraiser

[←](#) Navigate Mode
 Account
 Reference
 [→](#)

[Restore Full Page Version](#)

General Information

Reference: 162S301001030003
Account: 060026100
Owners: MAULE JAMES & CLEMONS EUGENE & MAULL CHARLES & MAULL FRANK III
Mail: 3237 W FISHER ST PENSACOLA, FL 32505
Situs: 3325 W FISHER ST 32505
Use Code: SINGLE FAMILY RESID
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector

2013 Certified Roll Assessment

Improvements: \$25,955
Land: \$5,786

Total: \$31,741
[Save Our Homes:](#) \$0

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
04/2005	5620	1142	\$100	WD	View Instr
01/2005	5567	1178	\$100	CJ	View Instr
02/1988	2518	603	\$100	WD	View Instr
09/1987	2455	35	\$4,000	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 SW COR OF ROOSEVELT S/D PB 2 P 62 N ALG W LI OF SD ROOSEVELT S/D 120 FT FOR POB CONT ALG SAME COURSE...

Extra Features
MOBILE HOME

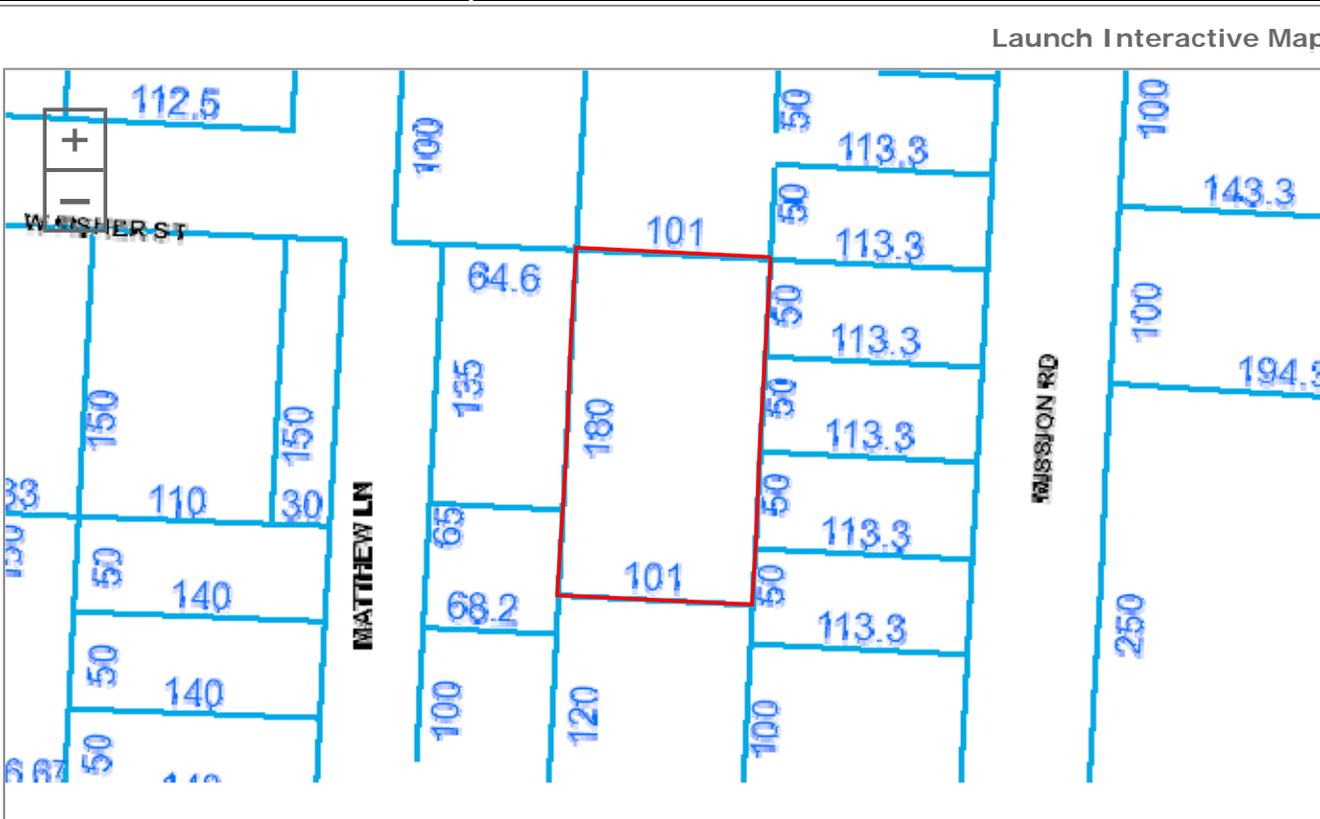
Parcel Information

Section Map Id: [16-2S-30-1](#)

Approx. Acreage: 0.4200

Zoned: R-4

Evacuation & Flood Information
[Open Report](#)



Buildings

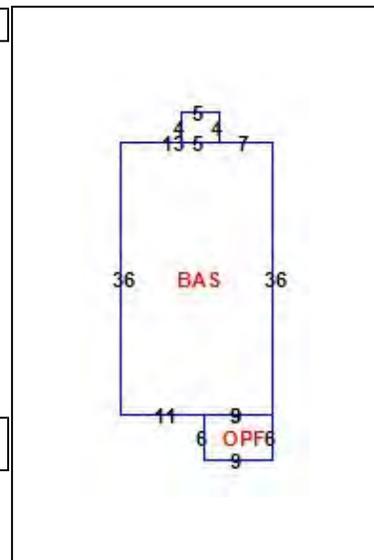
Building 1 - Address: 3325 W FISHER ST, Year Built: 1991, Effective Year: 1991

Structural Elements

FOUNDATION-WOOD/NO SUB FLR
EXTERIOR WALL-SIDING-SHT.AVG.
NO. PLUMBING FIXTURES-3.00
DWELLING UNITS-1.00
ROOF FRAMING-GABLE
ROOF COVER-COMPOSITION SHG
INTERIOR WALL-DRYWALL-PLASTER
FLOOR COVER-CARPET
NO. STORIES-1.00
DECOR/MILLWORK-AVERAGE
HEAT/AIR-HEAT W/DUCTS
STRUCTURAL FRAME-WOOD FRAME

Areas - 794 Total SF

BASE AREA - 720
OPEN PORCH FIN - 54
OPEN PORCH UNF - 20



Images



2/3/03

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.

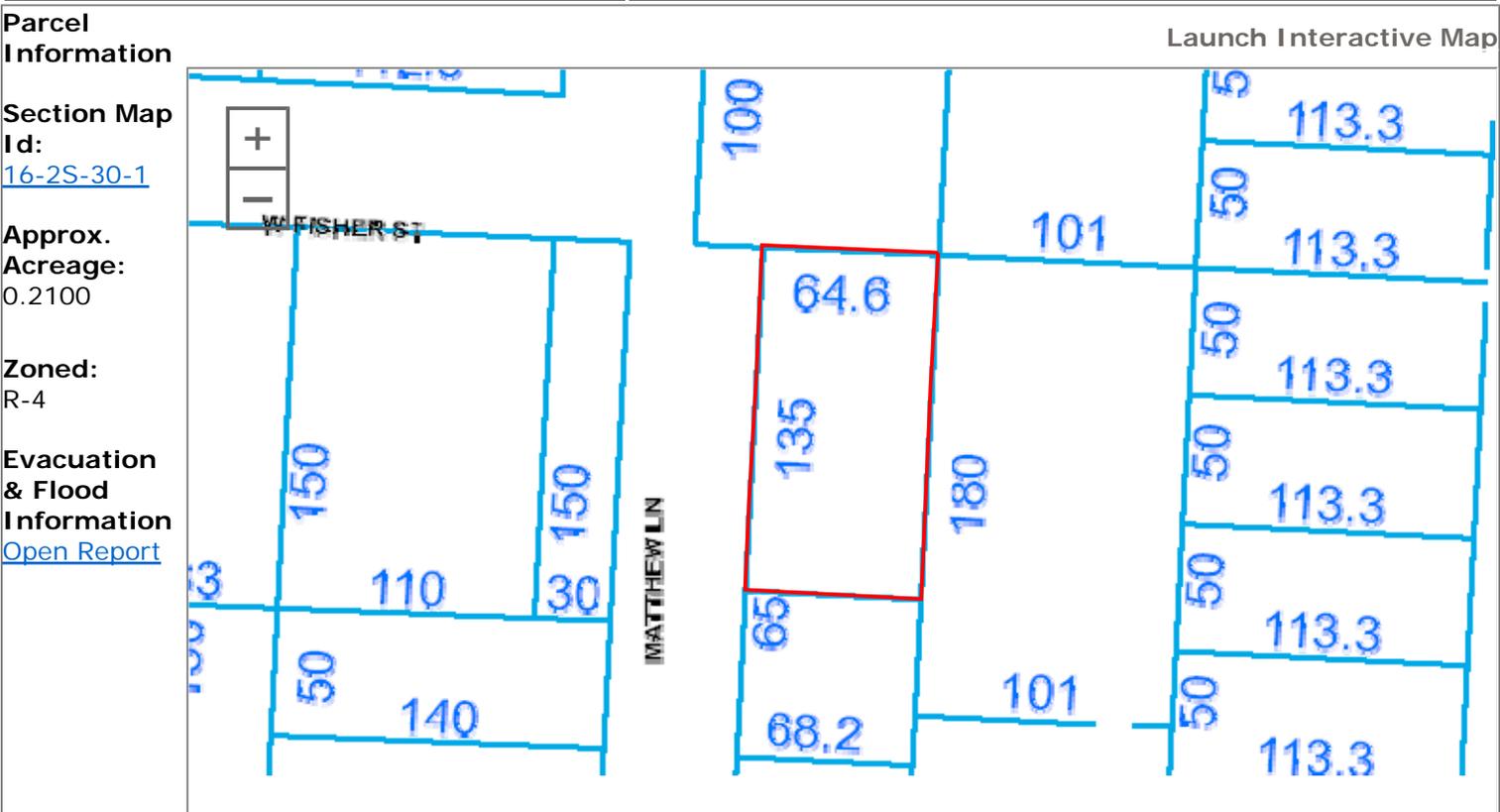
Source: Escambia County Property Appraiser

Navigate Mode
 Account
 Reference

[Restore Full Page Version](#)

<p>General Information</p> <p>Reference: 162S301400000055</p> <p>Account: 060155000</p> <p>Owners: ALLEN EDDIE B ALLEN ALMA</p> <p>Mail: 3321 W FISHER ST PENSACOLA, FL 32505</p> <p>Situs: 3321 W FISHER ST 32505</p> <p>Use Code: SINGLE FAMILY RESID</p> <p>Taxing Authority: COUNTY MSTU</p> <p>Tax Inquiry: Open Tax Inquiry Window</p> <p>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>2013 Certified Roll Assessment</p> <p>Improvements: \$20,143</p> <p>Land: \$11,196</p> <hr/> <p>Total: \$31,339</p> <p>Save Our Homes: \$31,339</p> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1/Portability Calculations</p>
--	--

<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>None</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book Page	Value	Type	Official Records (New Window)	None					<p>2013 Certified Roll Exemptions</p> <p>HOMESTEAD EXEMPTION</p> <hr/> <p>Legal Description</p> <p>BEG AT INTER OF S LI OF LT 3 AND W LI OF ROOSEVELT S/D PB 2 P 62 W ALG S LI OF LT 3 101 FT N 100 FT FOR POB...</p> <hr/> <p>Extra Features</p> <p>UTILITY BLDG</p>
Sale Date	Book Page	Value	Type	Official Records (New Window)							
None											



Buildings

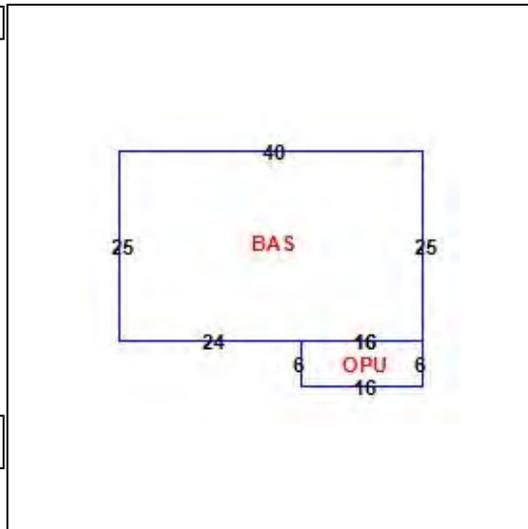
Building 1 - Address: 3321 W FISHER ST, Year Built: 1959, Effective Year: 1959

Structural Elements

FOUNDATION- WOOD/SUB FLOOR
EXTERIOR WALL- ALUMINUM SIDING
NO. PLUMBING FIXTURES- 3.00
DWELLING UNITS- 1.00
ROOF FRAMING- GABLE
ROOF COVER- COMPOSITION SHG
INTERIOR WALL- DRYWALL-PLASTER
FLOOR COVER- HARDWOOD/PARQET
NO. STORIES- 1.00
DECOR/MILLWORK- BELOW AVERAGE
HEAT/AIR- UNIT HEATERS
STRUCTURAL FRAME- WOOD FRAME

Areas - 1096 Total SF

BASE AREA - 1000
OPEN PORCH UNF - 96

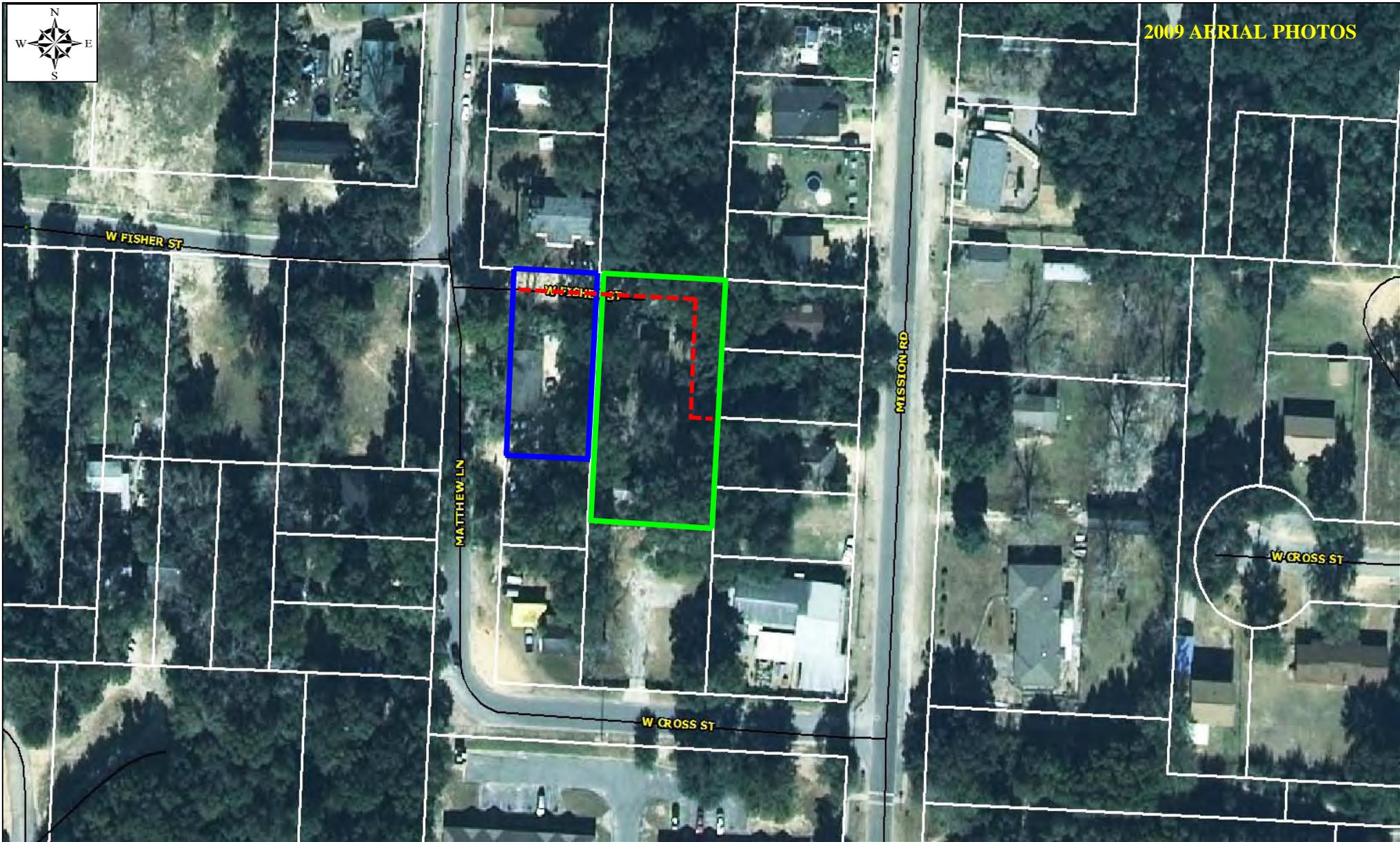


Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

MATTHEW LANE DRAINAGE PROJECT / TWO DRAINAGE EASEMENT ACQUISITIONS



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 09/05/13 DISTRICT 3

 ALLEN PROPERTY / PARCEL NO. 16-2S-30-1400-000-055

 MAULE PROPERTY / PARCEL NO. 16-2S-30-1001-030-003

 PROPOSED 15' WIDE DRAINAGE EASEMENT

Buildings	
Building 1 - Address: 3325 W FISHER ST, Year Built: 1991, Effective Year: 1991	
<div style="border: 1px solid black; padding: 2px;">Structural Elements</div> <p>FOUNDATION-WOOD/NO SUB FLR EXTERIOR WALL-SIDING-SHT.AVG. NO. PLUMBING FIXTURES-3.00 DWELLING UNITS-1.00 ROOF FRAMING-GABLE ROOF COVER-COMPOSITION SHG INTERIOR WALL-DRYWALL-PLASTER FLOOR COVER-CARPET NO. STORIES-1.00 DECOR/MILLWORK-AVERAGE HEAT/AIR-HEAT W/DUCTS STRUCTURAL FRAME-WOOD FRAME</p>	
<div style="border: 1px solid black; padding: 2px;"> <input type="checkbox"/> Areas - 794 Total SF BASE AREA - 720 OPEN PORCH FIN - 54 OPEN PORCH UNF - 20 </div>	
Images	



2/3/03

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.

Source: Escambia County Property Appraiser

Navigate Mode
 Account
 Reference

[Restore Full Page Version](#)

<p>General Information</p> <p>Reference: 162S301400000055</p> <p>Account: 060155000</p> <p>Owners: ALLEN EDDIE B ALLEN ALMA</p> <p>Mail: 3321 W FISHER ST PENSACOLA, FL 32505</p> <p>Situs: 3321 W FISHER ST 32505</p> <p>Use Code: SINGLE FAMILY RESID</p> <p>Taxing Authority: COUNTY MSTU</p> <p>Tax Inquiry: Open Tax Inquiry Window</p> <p>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>2013 Certified Roll Assessment</p> <p>Improvements: \$20,143</p> <p>Land: \$11,196</p> <hr/> <p>Total: \$31,339</p> <p>Save Our Homes: \$31,339</p> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1/Portability Calculations</p>
--	--

<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td colspan="6">None</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	None						<p>2013 Certified Roll Exemptions</p> <p>HOMESTEAD EXEMPTION</p> <hr/> <p>Legal Description</p> <p>BEG AT INTER OF S LI OF LT 3 AND W LI OF ROOSEVELT S/D PB 2 P 62 W ALG S LI OF LT 3 101 FT N 100 FT FOR POB...</p> <hr/> <p>Extra Features</p> <p>UTILITY BLDG</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)								
None													

Parcel Information

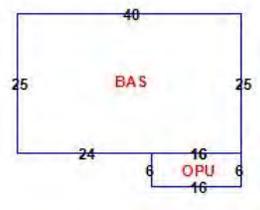
Section Map Id: [16-2S-30-1](#)

Approx. Acreage: 0.2100

Zoned: R-4

Evacuation & Flood Information
[Open Report](#)

[Launch Interactive Map](#)

Buildings	
Building 1 - Address: 3321 W FISHER ST, Year Built: 1959, Effective Year: 1959	
<p>Structural Elements</p> <p>FOUNDATION - WOOD/SUB FLOOR EXTERIOR WALL - ALUMINUM SIDING NO. PLUMBING FIXTURES - 3.00 DWELLING UNITS - 1.00 ROOF FRAMING - GABLE ROOF COVER - COMPOSITION SHG INTERIOR WALL - DRYWALL-PLASTER FLOOR COVER - HARDWOOD/PARQET NO. STORIES - 1.00 DECOR/MILLWORK - BELOW AVERAGE HEAT/AIR - UNIT HEATERS STRUCTURAL FRAME - WOOD FRAME</p>	
<p><input type="checkbox"/> Areas - 1096 Total SF</p> <p>BASE AREA - 1000 OPEN PORCH UNF - 96</p>	
Images	
None	

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5989

County Administrator's Report 12. 31.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Acceptance of Public Road and Right-of-Way Easement for Massachusetts Avenue Sidewalk and Drainage Improvement Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of the Donation of a Public Road and Right-of-Way Easement from New Faith Missionary Baptist Church, Inc., for Massachusetts Avenue Sidewalk and Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a Public Road and Right-of-Way Easement, from New Faith Missionary Baptist Church, Inc., located at 223 Massachusetts Avenue, for sidewalk and drainage improvements:

A. Accept the donation of a Public Road and Right-of-Way Easement, from New Faith Missionary Baptist Church, Inc., located at 223 Massachusetts Avenue, for sidewalk and drainage improvements:

B. Authorize the payment of documentary stamps because the easement is being donated for governmental use, which is for road and drainage improvements, and benefits the Public from the acceptance of the easement, which will enhance the safety and well-being of the citizens of Escambia County;

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

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the 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 authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

BACKGROUND:

The County has a project in design to install sidewalks and improve stormwater drainage along Massachusetts Avenue. Due to limited right-of-way on Massachusetts Avenue, it was determined that additional property would be required to facilitate the installation of sidewalks and improvements to the stormwater drainage system in this area. Board approval is required for the Board's acceptance of the donated easement.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by Escambia County Clerk's Office. Construction funding will be provided through CRA funds (\$50,000 available in October 2014) and CIP LOST funds (\$185,000) currently available.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Public Road and Right-of-Way Easement 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 proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Easement

Property Info

aerial view map

This document was prepared by:
Wayne Manning
Escambia County, Public Works Department
3363 West Park Place
Pensacola, FL 32505
Parcel 09-2S-30-1400-100-002

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT

THIS PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT is made this 21st day of February 2014, by and between New Faith Missionary Baptist Church, Inc., a Florida non-profit corporation, whose address is 223 Massachusetts Avenue, Pensacola, Florida 32505 (Grantor) and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Escambia County, Florida and more particularly described in the attached Exhibit A (the Property); and

WHEREAS, Grantor has agreed to convey to Grantee a public road and right-of-way easement over and across the Property;

NOW, THEREFORE, Grantor hereby conveys to Grantee an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Property and for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, bridges and drainage structures, and other associated public facilities on the Property, together with all rights and privileges necessary and convenient for the purposes described above.

GRANTOR covenants that it is lawfully seized and possessed of the Property, that it has good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written above.

Signed, sealed and delivered
in the presence of:

New Faith Missionary Baptist Church, Inc.,
a Florida non-profit corporation

By: Dayton Briggs
Print: Dayton Briggs
As: Vice President

Witness Naturda Avant
Print Name NATURDA AVANT
Witness Bernie W Manning
Print Name Bernie W Manning

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21ST day of February, 2014, by Dayton Briggs, as Vice President, of New Faith Missionary Baptist Church, Inc., a Florida non-profit corporation. He () is personally known to me, or (X) has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W Manning
Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

ACCEPTANCE

This Public Road and Right-of-Way Easement is accepted by Escambia County, Florida on the _____ day of _____, 2014, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Aut. County Attorney
Date: Feb. 26, 2014



LEGEND:

- R/W Right of way
- P.O.B. Point of beginning
- P.O.C. Point of commencement
- R Radius
- ARC Arc distance
- CH Chord distance
- C.B. Cord bearing
- P Page
- OR Official Record Book

EXHIBIT "A"

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.
5. Footers and foundations below natural grade not located.
6. Parcel contains 1199 square feet, more or less.

That portion of:

09-25-30-1400-100-002

Lots 6 through 13, Block 2 and the East 150 feet of Lots 14 through 16, Block 2 and the north 10 feet of the West 150 feet of Lot 14 of an unrecorded plat of Lot 14 of a subdivision of Section 9, Township 2 South, Range 30 West as record in Deed Book 2 at page 479 of the public records of Escambia County, Florida.

Being the same property as described in Official Record Book 3412 at page 205 and Official Record Book 5016 at page 1891 of the public records of Escambia County, Florida.

Also the adjacent vacated alley as recorded in Official Record Book 5476 at page 1199 of the public records of Escambia County, Florida.

Lying within the following described easement:

Commence at the northeast corner of Section 9, Township 2 South, Range 30 West, Escambia County, Florida; thence South 15 degrees 20'39" East along the east line of said Section 9 for a distance of 20.00 feet to the southerly right of way line of Massachusetts Avenue (R/W varied); thence South 74 degrees 00'49" West along said southerly right of way line for a distance of 330.00 feet to the westerly right of way line of North "P" Street (30' R/W) for the point of beginning.

Thence continue South 74 degrees 00'49" West along said southerly right of way line for a distance of 553.22 feet to a point on a circular curve concave to the east, having a radius of 17.72 feet and delta angle of 10 degrees 24'53"; thence Southwesterly along said curve for an arc distance of 3.22 feet (chord distance of 3.22 feet, chord bearing of South 05 degrees 07'15" West); thence North 74 degrees 00'49" East for a distance of 161.30 feet; thence South 15 degrees 59'11" East for a distance of 7.00 feet; thence North 74 degrees 00'49" East for a distance of 50.00 feet; thence North 15 degrees 59'11" West for a distance of 7.00 feet; thence North 74 degrees 00'49" East for a distance of 196.07 feet; thence South 15 degrees 59'11" East for a distance of 7.00 feet; thence North 74 degrees 00'49" East for a distance of 30.00 feet; thence North 15 degrees 59'11" West for a distance of 7.00 feet; thence North 74 degrees 00'49" East for a distance of 116.97 feet to the westerly right of way line of said North "P" Street; thence North 15 degrees 20'39" West along said westerly right of way line for a distance of 3.00 feet to the point of beginning.

All lying and being in Section 9, Township 2 South, Range 30 West, Escambia County, Florida. Containing 2223 square feet, more or less.

TAX MAPS; PUBLIC RECORDS; D.O.T. R/W MAP "W" STREET EXTENSION, SECTION 48511-2603, SHT 2 & 9 OF 13; SURVEYS BY THIS FIRM; RECORDED PLAT: W STREET INDUSTRIAL PARK (P.B. 13, P. 42), AMENDED MAP BELL ACRES (P.B. 2, P. 86), BRENTWOOD (P.B. 1, P. 11) AND BELL ACRES (P.B. 2, P. 10); D.O.T. R/W MAPS "W" STREET SECTION 48511-2603 AND SR 95, SECTION 4804-204

Source of Information: Measurements made in accordance to United States Standards.

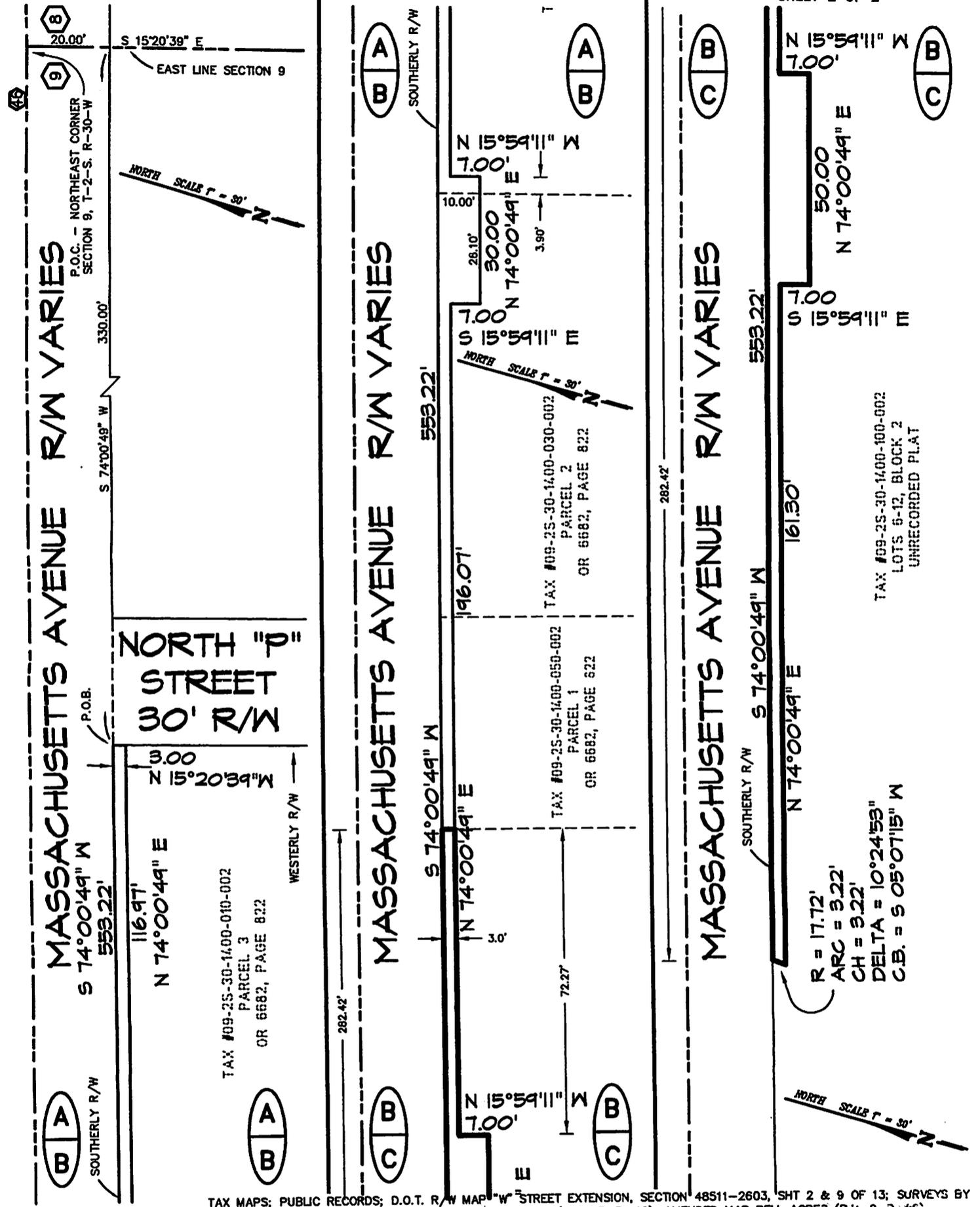
LB No. 7073

I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes

David D. Glaze
□ PSM #5605

Walter J. Glaze
■ PSM #6190

Bearing Reference <u>NORTH BASED</u> <u>ON STATE PLANE COORDINATE</u> <u>SYSTEM (GRID NORTH)</u>	NOT VALID UNLESS IMPRINTED WITH EMBOSSSED SEAL AND SIGNED BY SURVEYOR
Encroachments _____	
Ordered By <u>MR. CHARLIE KRASNOSKY</u>	
FB ___ PG ___ File No. <u>A-14,363</u>	
FB ___ PG ___ Job No. <u>35584-13</u>	
Date of Plat <u>6-21-13</u> Scale <u>1" = 30'</u>	
Date of Survey ___ Drawn By <u>PMJ</u>	
Date of Revision ___ Checked By <u>JAH</u>	



TAX MAPS; PUBLIC RECORDS; D.O.T. R/W MAP "W" STREET EXTENSION, SECTION 48511-2603, SHT 2 & 9 OF 13; SURVEYS BY THIS FIRM; RECORDED PLAT: W STREET INDUSTRIAL PARK (P.B. 13, P. 42), AMENDED MAP BELL ACRES (P.B. 2, P. 86), BRENTWOOD (P.B. 1, P. 11) AND BELL ACRES (P.B. 2, P. 10); D.O.T. R/W MAPS "W" STREET SECTION 48511-2803 AND SR 95, SECTION 4804-204

Source of Information: Measurements made in accordance to United States Standards.

LB No. 7073

I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

Bearing Reference NORTH BASED
 ON STATE PLANE COORDINATE SYSTEM (GRID NORTH)
 NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR

Encroachments _____
 Ordered By MR. CHARLIE KRASNOSKY
 FB -- PG -- File No. A-14364
 FB -- PG -- Job No. 35584-13
 Date of Plat 6-21-13 Scale 1" = 30'
 Date of Survey -- Drawn By FMJ
 Date of Revision -- Checked By JAH

David D. Glaze
David D. Glaze
 PSM #5605

Walter J. Glaze
Walter J. Glaze
 PSM #6190



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: 092S301400100002
 Account: 052948000
 Owners: NEW FAITH MISSIONARY BAPTIST CHURCH INC
 Mail: 223 MASSACHUSETTS AVE
 PENSACOLA, FL 32505
 Situs: 223 W MASSACHUSETTS AVE 32505
 Use Code: CHURCH
 Taxing Authority: COUNTY MSTU
 Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

2012 Certified Roll Assessment

Improvements: \$575,287
 Land: \$98,084
 Total: \$673,371
[Save Our Homes:](#) \$0
[Disclaimer](#)
[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
07/2004	5476	1199	\$100	OT	View Instr
08/1993	3412	205	\$400,000	WD	View Instr
01/1974	862	852	\$150,000	OT	View Instr
01/1970	504	789	\$20,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and Comptroller

2012 Certified Roll Exemptions

RELIGIOUS

Legal Description

LTS 6 THRU 13 AND E 150 FT OF LTS 14 THRU 16 AND N 10 FT OF W 150 FT OF LT 14 BLK 2 OF AN UNRECORDED PLAT...

Extra Features

None

Parcel Information [Launch Interactive Map](#)

Section Map Id: [09-2S-30-1](#)

Approx. Acreage: 3.6800

Zoned: C-2

Evacuation & Flood Information [Open Report](#)

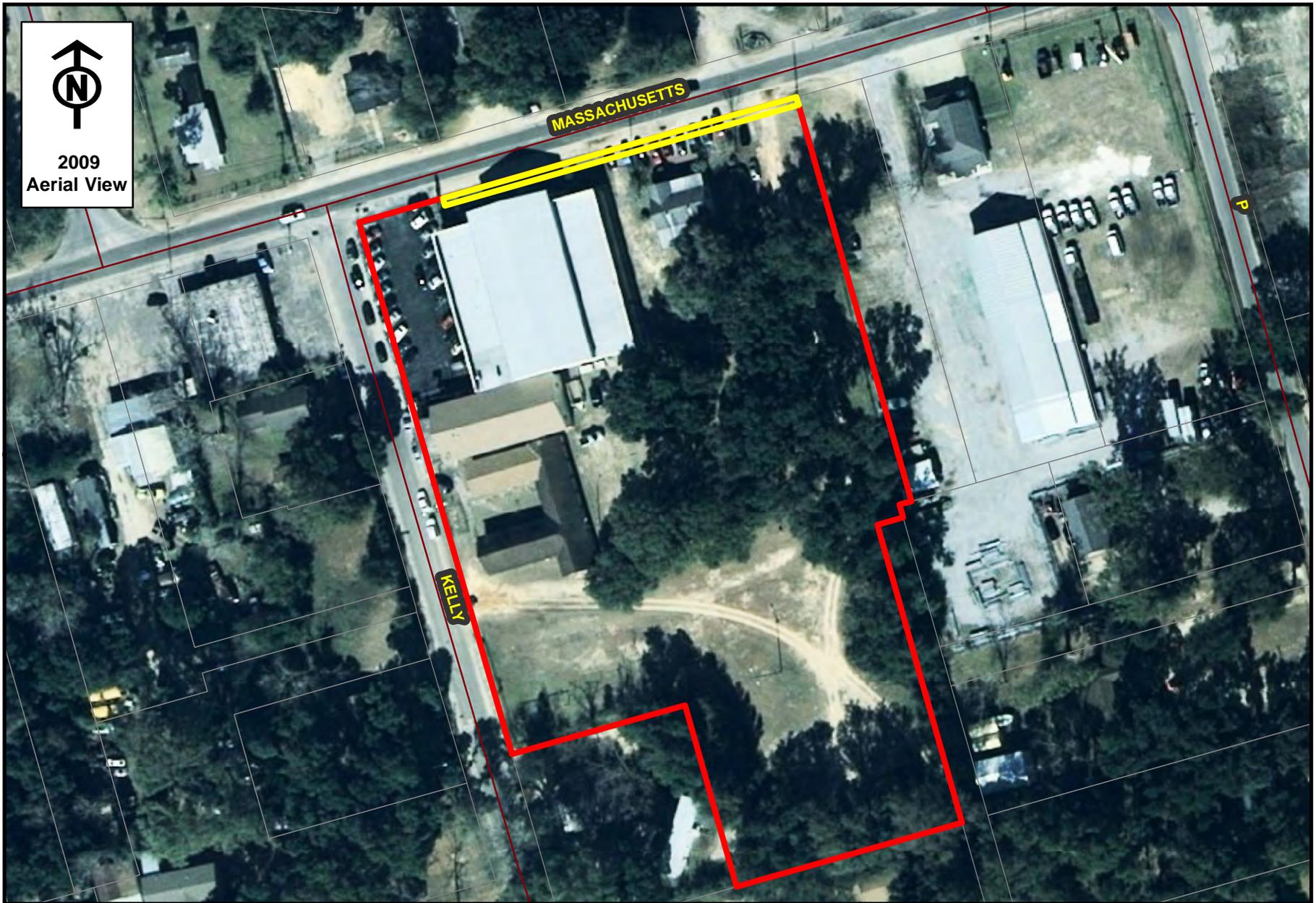
Buildings

Building 1 - Address: 223 W MASSACHUSETTS AVE, Year Built: 1980, Effective Year: 1980

Structural Elements

FOUNDATION-SLAB ON GRADE
 EXTERIOR WALL-BRICK-FACE
 NO. PLUMBING FIXTURES-20.00
 EXTERIOR WALL-METAL-PRE.FIN.
 ROOF FRAMING-RIGID FRAME/BAR

Massachusetts Sidewalk and Drainage Project



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 4/9/14 DISTRICT 3

 New Faith Missionary Baptist Church, Inc/09-2S-30-1400-100-002

 Proposed Right-of-Way Easement



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5938

County Administrator's Report 12. 32.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Acceptance of a Public Road and Right-of-Way Easement at 2750 East Olive Road

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of Donation of a Public Road and Right-of-Way Easement on East Olive Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a Public Road and Right-of-Way Easement, from Martin Lastowski, Julie Iskow, and John S. and Carol Ghiselli, located at 2750 East Olive Road:

A. Accept the donation of a Public Road and Right-of-Way Easement, located at 2750 East Olive Road (approximately 97.72 square feet), for road and drainage improvements;

B. Authorize the payment of documentary stamps, as the property is being donated for governmental use, which is for road and drainage improvements, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

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

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the 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 authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

BACKGROUND:

The County has a project in design to make road and drainage improvements along East Olive Road. Due to limited right-of-way on East Olive Road, design demonstrated a need for additional property to facilitate the project. Martin Lastowski and Julie Iskow, and John S. and Carol Ghiselli, owners of the property located at 2750 East Olive Road, have agreed to the donation of a Public Road and Right-of-Way Easement (approximately 97.72 square feet), to facilitate the road and drainage improvements project. Board approval is required for the Board's acceptance of the easement.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Public Road and Right-of-Way Easement was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on March 12, 2014.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Easement

Parcel information

Map

This document was prepared by:
Stacey S. Ward
Escambia County, Public Works Department
3363 West Park Place
Pensacola, Florida 32505
A portion of Parcel 17-1S-30-2101-000-121

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT

THIS PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT is made this 16 day of FEBRUARY 2014, by and between Martin Lastowski and Julie Iskow, husband and wife, whose address is 736 Orange Avenue, Los Altos, California 94022 and John S. Ghiselli and Carol Ghiselli, husband and wife, whose address is 645 Mills Avenue, Los Altos, California 94024 (Grantors) and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, Grantors are the owners of certain property located in Escambia County, Florida and more particularly described in the attached Exhibit "A" (the Property); and

WHEREAS, Grantors have agreed to convey to Grantee a public road and right-of-way easement over and across the Property;

NOW, THEREFORE, Grantors hereby conveys to Grantee an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Property and for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, bridges and drainage structures, and other associated public facilities on the Property, together with all rights and privileges necessary and convenient for the purposes described above.

GRANTORS covenants that it is lawfully seized and possessed of the Property, that it has good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantors have executed this document on the date first written above.

Signed, sealed and delivered
in the presence of:

Witness Carol Ghiselli
Print Name CAROL GHISELLI
Witness John S. Ghiselli
Print Name JOHN S. GHISELLI

By: Martin Lastowski
Martin Lastowski

STATE OF ~~FLORIDA~~ CALIFORNIA
COUNTY OF ~~ESCAMBIA~~ SANTA CLARA

The foregoing instrument was acknowledged before me this 16 day of Feb.,
2014, by Martin Lastowski. He is ~~personally known to me, or ()~~ has produced current
CALIFORNIA DRIVER LICENSE as identification.

(Notary Seal)



Sivanagaraju Yarramaneni
Signature of Notary Public
SIVANAGARAJU YARRAMANENI
Printed Name of Notary Public

Witness Carol Ghiselli
Print Name CAROL GHISELLI
Witness John S. Ghiselli
Print Name JOHN S. GHISELLI

By: Julie Iskow

STATE OF ~~FLORIDA~~ CALIFORNIA
COUNTY OF ~~ESCAMBIA~~ SANTA CLARA

The foregoing instrument was acknowledged before me this 16 day of Feb.,
2014, by Julie Iskow. She is ~~personally known to me, or ()~~ has produced current
CALIFORNIA DRIVER LICENSE as
identification.

(Notary Seal)



Sivanagaraju Yarramaneni
Signature of Notary Public
SIVANAGARAJU YARRAMANENI
Printed Name of Notary Public

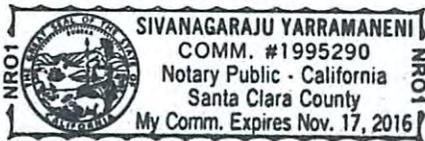
Witness [Signature]
Print Name Julie Isky
Witness Martin Lastowski
Print Name MARTIN LASTOWSKI

By: [Signature]
John S. Ghiselli

STATE OF ~~FLORIDA~~ CALIFORNIA
COUNTY OF ~~ESCAMBIA~~ SANTA CLARA

The foregoing instrument was acknowledged before me this 16 day of Feb., 2014, by John S. Ghiselli. He is ~~personally known to me, or (-)~~ has produced current CALIFORNIA DRIVER LICENSE as identification.

(Notary Seal)



[Signature]
Signature of Notary Public
SIVANAGARAJU YARRAMANENI
Printed Name of Notary Public

Witness [Signature]
Print Name Julie Isky
Witness Martin Lastowski
Print Name MARTIN LASTOWSKI

By: [Signature]
Carol Ghiselli

STATE OF ~~FLORIDA~~ CALIFORNIA
COUNTY OF ~~ESCAMBIA~~ SANTA CLARA

The foregoing instrument was acknowledged before me this 16 day of Feb., 2014, by Carol Ghiselli. She is ~~personally known to me, or (-)~~ has produced current CALIFORNIA DRIVER LICENSE as identification.

(Notary Seal)



[Signature]
Signature of Notary Public
SIVANAGARAJU YARRAMANENI
Printed Name of Notary Public

ACCEPTANCE

This Public Road and Right-Of-Way Easement is accepted by Escambia County, Florida on the _____ day of _____, 2014, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

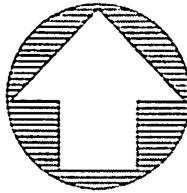
By

Title

Date

[Signature]
Asst. County Attorney
March 12, 2014

MAP OF DESCRIPTION
OLIVE ROAD CORNER CLIP
AT KIPLING STREET WEST



P.O.C.
NORTHWEST CORNER
SECTION 17, TOWNSHIP 1 SOUTH,
RANGE 30 WEST



14/16
18/17

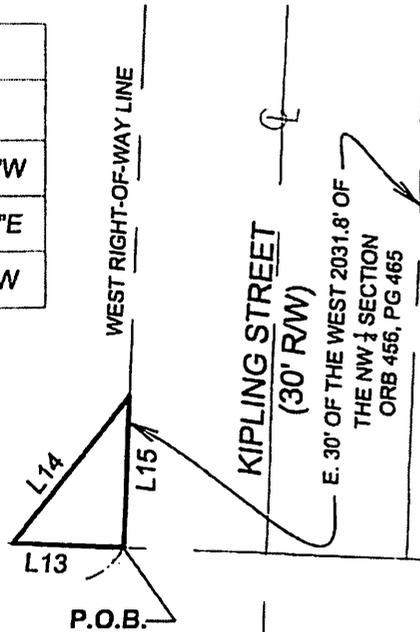
Exhibit "A"

Parcel Line Table		
Line #	Length	Direction
L13	11.93	N87° 42' 33"W
L14	20.25	N38° 14' 58"E
L15	16.39	S2° 10' 07"W

S03° 34' 01"W - 2543.35'
WEST LINE SECTION 17

2750 E OLIVE RD
171S302101000121
GHISELLI JOHN S & CAROL
736 ORANGE AVE
LOS ALTOS, CA 94022

NORTH RIGHT-OF-WAY LINE
(OLIVE ROAD)
S87° 42' 33"E - ± 2001.8'



2800 E OLIVE RD
171S302101003119
INTERSTATE PAWN INC
2800 OLIVE RD
PENSACOLA, FL 32514

MAP OF DESCRIPTION
THIS IS NOT A SURVEY

SHEET 1 OF 2

DESCRIPTION ON SHEET 2 OF 2

PREPARED FOR:
ESCAMBIA COUNTY PUBLIC WORKS
DATE: JUNE 2013 SCALE: 1"=20'
PROJECT #: 11-0367.000
DESIGN: BLW CHECKED: JRL

THIS MAP OF DESCRIPTION IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL

JEFFREY R. LANCE
PROFESSIONAL SURVEYOR AND MAPPER #5657
STATE OF FLORIDA



Phone: (850) 638-1086
L.B. #2648

1096 Highway 90 - Chipley, Florida 32425

**MAP OF DESCRIPTION
OLIVE ROAD CORNER CLIP
AT KIPLING STREET WEST**

Legal Description (Olive Road Corner Clip at Kipling Street West):

A parcel of land situate in Section 17, Township 1 South, Range 30 West, Escambia County, Florida, being more particularly described as follows:

Commence at the northwest corner of said Section 17 and proceed South 03° 34' 01" West, along the west line of Section 17, for a distance of 2543.35 feet to the intersection of said west line of Section 17 and the north right-of-way line of East Olive Road (State Road 290, 70 foot Right-of-Way); thence, departing said west section line, run South 87° 42' 33" East, along the north right-of-way line of East Olive Road, for a distance of 2001.8 feet, more or less, to the intersection of said north right-of-way line of East Olive Road with the west right-of-way line of Kipling Street (30 foot Right-of-Way) and the Point of Beginning; thence run North 87° 42' 33" West for a distance of 11.93 feet; thence, departing said north right-of-way line of East Olive Road, run North 38° 14' 58" East for a distance of 20.25 feet to a point on the aforesaid west right-of-way line of Kipling Street; thence run South 02° 10' 07" West, along said west right-of-way line of Kipling Street, for a distance of 16.39 feet to the intersection of said west right-of-way line of Kipling Street with the aforesaid north right-of-way line of East Olive Road and the Point of Beginning.

The above described parcel of land containing 97.725 square feet, more or less.

Surveyor's Notes:

1. Bearings shown hereon are based on the centerline of Olive Road (SR 290) per FDOT right-of-way map Section No. 4871-150, sheet 2 of 4, as re-established by FDOT, being South 87° 42' 33" East, a grid bearing.
2. No instruments of record reflecting ownership or encumbrances have been provided, except as noted, nor did this Surveyor abstract these lands.
3. This property may be subject to encumbrances, easements, and restrictions, if any, of public record.
4. Additions or deletions to this Map of Description by other than the signing party is prohibited without written consent of the signing party.

Legend & Abbreviations:

P.O.B. Point of Beginning
P.O.C. Point of Commencement
RW Right-of-Way
ORB Official Records Book
PG Page

SKETCH ON SHEET 1 OF 2

SHEET 2 OF 2

PREPARED FOR:
 ESCAMBIA COUNTY PUBLIC WORKS
 DATE: JUNE 2013 SCALE: N/A
 PROJECT #: 11-0367.000
 DESIGN: BLW CHECKED: JRL

DATE	REVISIONS



Phone: (850) 638-1086
 L.B. #2648

1096 Highway 90 - Chipley, Florida 32428

Source: Escambia County Property Appraiser

[←](#) Navigate Mode
 Account
 Reference
 [→](#)

[Restore Full Page Version](#)

General Information

Reference: 171S302101000121

Account: 022357000

Owners: LASTOWSKI MARTIN &
ISKOW JULIE &
GHISELLI JOHN S & CAROL

Mail: 736 ORANGE AVE
LOS ALTOS, CA 94022

Situs: 2750 E OLIVE RD 32514

Use Code: AUTO SALE, REPAIR

Taxing Authority: COUNTY MSTU

Tax Inquiry: [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2013 Certified Roll Assessment

Improvements: \$70,649

Land: \$25,576

Total: \$96,225

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

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/2006	6058	1222	\$180,000	WD	View Instr
01/2002	4839	146	\$102,000	WD	View Instr
01/1997	4093	1835	\$100	CJ	View Instr
01/1967	349	101	\$1,700	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 INTER OF E LI OF NW1/4 AND S LI OF JOHNSON AVE WLY ALG JOHNSON AVE 629 79/100 FT S PARL TO W LI OF...

Extra Features

ASPHALT PAVEMENT
METAL BUILDING

Parcel Information

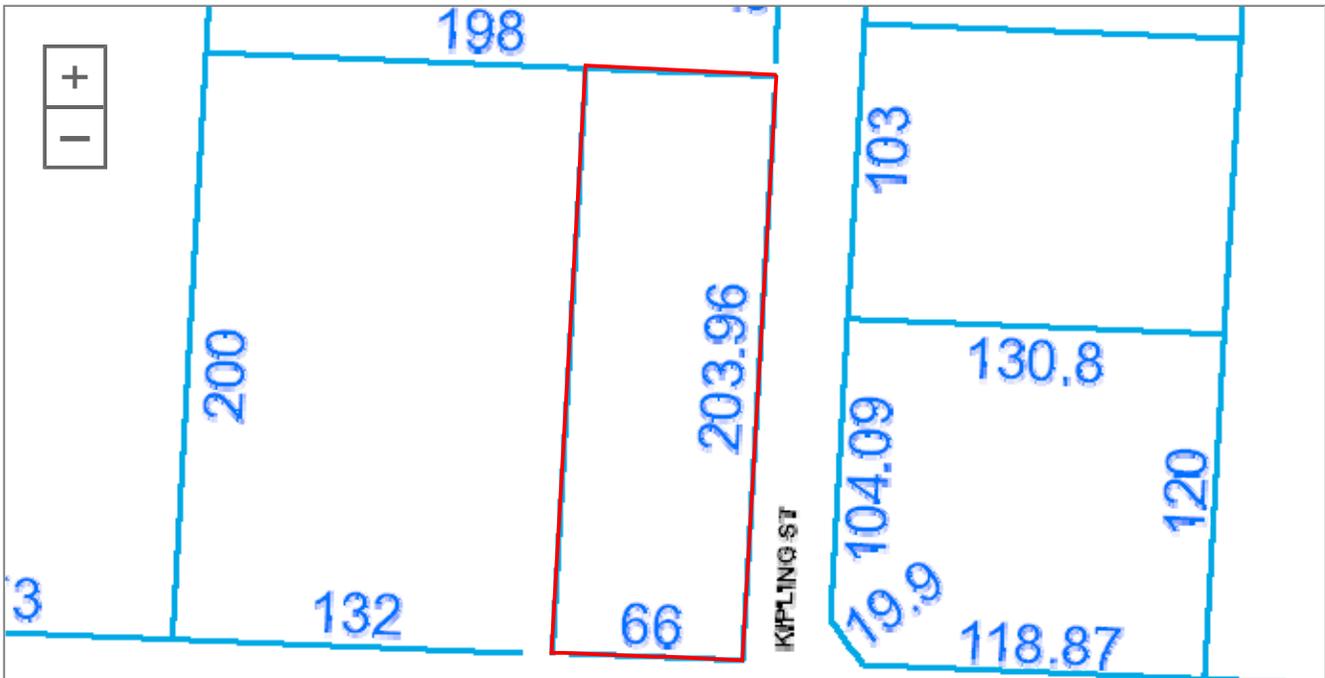
[Launch Interactive Map](#)

Section Map Id:
[17-1S-30-1](#)

Approx. Acreage:
0.3100

Zoned:
C-1

Evacuation & Flood Information
[Open Report](#)



Buildings

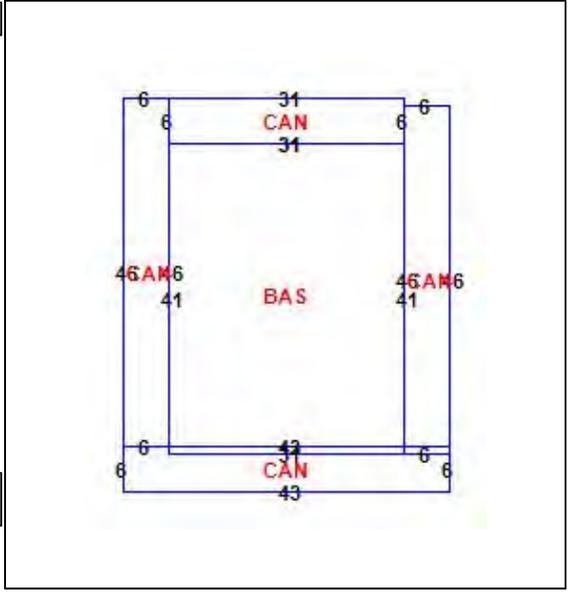
Building 1 - Address: 2750 E OLIVE RD, Year Built: 1972, Effective Year: 1985

Structural Elements

FOUNDATION-SLAB ON GRADE
EXTERIOR WALL-BRICK-FACE
NO. PLUMBING FIXTURES-4.00
ROOF FRAMING-MANSARD/GAMBREL
ROOF COVER-BLT UP ON WOOD
INTERIOR WALL-PANEL-PLYWOOD
STORY HEIGHT-8.00
NO. STORIES-1.00
INTERIOR WALL-DRYWALL-PLASTER
FLOOR COVER-CARPET
FLOOR COVER-VINYL/CORK
DECOR/MILLWORK-ABOVE AVERAGE
HEAT/AIR-CENTRAL H/AC
STRUCTURAL FRAME-WOOD FRAME

Areas - 2267 Total SF

BASE AREA - 1271
CANOPY - 996



Images



1/31/07



10/21/02



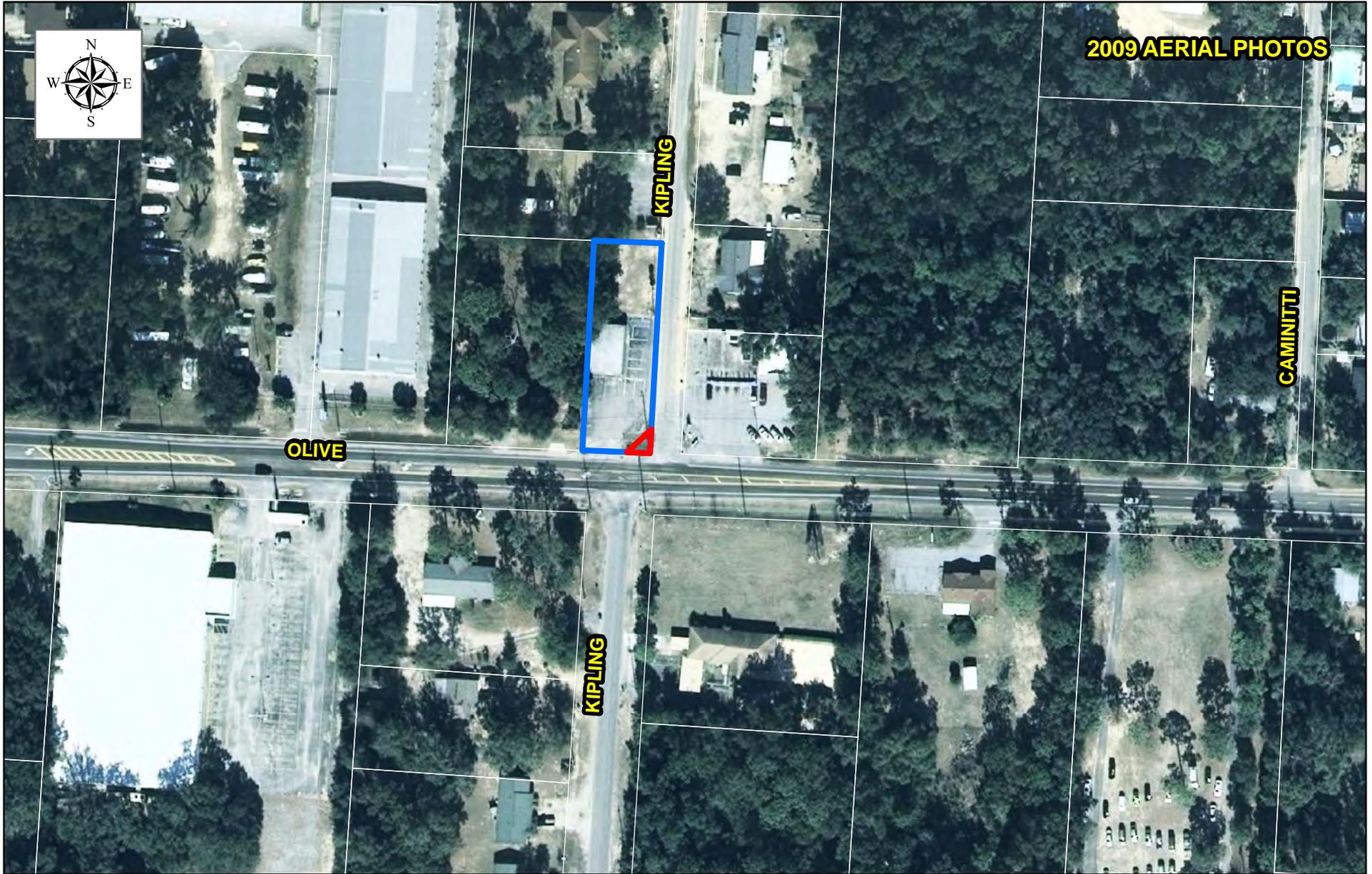
1/31/07



12/9/13

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.

EAST OLIVE ROAD CORNER CLIPS



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 03/24/14 DISTRICT 4



Martin Lastowski and Julie Iskow
John S. and Carol Ghiselli
Parcel 17-1S-30-2101-000-121



Corner Clip Acquisition



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5970

County Administrator's Report 12. 33.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Acquisition of a Drainage Easement Located in the 5000 Block of Linn Avenue

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of a Drainage Easement Located in the 5000 Block of Linn Avenue from Michael G. and Vanessa K. Yonke - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the purchase of a 15-foot-wide drainage easement (approximately 1,785 square feet), from Michael G. and Vanessa K. Yonke, located in the 5000 Block of Linn Avenue, for the Innerarity Point Road Drainage Project:

A. Authorize the purchase of a 15-foot-wide drainage easement (approximately 1,785 square feet), located in the 5000 Block of Linn Avenue, for the agreed upon price of \$6,100, from Michael G. and Vanessa K. Yonke, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase for the purchase of a 15-foot-wide drainage easement (approximately 1,785 square feet), located in the 5000 Block of Linn Avenue; and

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

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Codes 56101/56301, Project #14EN2592, "Innerarity Point Drainage"]

BACKGROUND:

The County has a project in design to make stormwater drainage improvements in the Linn Avenue & Water Spray Terrace area located off Innerarity Point Road. Design indicated the need for a drainage easement along the south property line of property owned by Michael G. and Vanessa K. Yonke located in the 5000 Block of Linn Avenue.

Pusuant to Board's adoption of the Policy for Real Property Acquisitions Related to Roads and Drainage Projects, dated April 11, 2011, staff entered into discussions with Michael G. and Vanessa K. Yonke to acquire a 15' wide drainage easement (approximately 1,785 square feet) along the south property line of their property. The owners were not willing to donate the

drainage easement but were willing to sell the drainage easement for \$6,100. The acquisition of this easement is considered vital to the County's drainage project. Therefore, staff is requesting Board approval of this acquisition to purchase the 15' wide drainage easement (approximately 1785 square feet) for the selling price of \$6,100 subject to the terms and conditions contained in the Contract for Sale and Purchase and for Board approval of the Contract for Sale and Purchase.

BUDGETARY IMPACT:

Funding for this project is available in Fund 352 "LOST III", Cost Center 210107, Object Code 56101/56301, Project #14EN2592 "Innerarity Point Drainage."

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 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Contract

Parcel information

aerial map

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract") between Michael G. Yonke and Vanessa K. Yonke, husband and wife, whose address is 14420 River Road, Pensacola, Florida 32507 ("Sellers") 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.** Sellers agrees to sell and Buyer agrees to buy a public road and right-of-way easement ("Easement") over the real property 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 Six Thousand One Hundred Dollars (\$6,100.00), payable to Sellers 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 Sellers in writing specifying the defects, and Sellers 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 Sellers 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 Sellers shall be released for all obligations under the Contract.

5. **SELLERS'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Sellers 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 Sellers and accepted by Buyer in writing, and (iii) mechanic's liens. Sellers represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Sellers's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Sellers and Buyer will pay costs and expenses as follows:

15. ASSIGNABILITY. Buyer and Sellers 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 Sellers until closing.

17. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Sellers 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
3363 West Park Place
Pensacola, Florida 32501

TO SELLERS:

Michael G. and Vanessa K. Yonke
14420 River Road
Pensacola, FL 32507

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Sellers shall at closing furnish to Buyer releases or subordinations 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

prorated ad valorem taxes and assessments (Sellers); Easement Documentary Stamp Tax (Sellers); Survey (Buyer); Title Insurance (Buyer); Recording of Easement (Sellers); Buyer's Attorney's Fees (Buyer); Sellers's Attorney's Fees (Sellers); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Sellers).

7. BROKERS. Neither Buyer nor Sellers have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. TAXES AND ASSESSMENTS. Sellers shall be responsible for all taxes and assessments on the Property. Buyer is immune from ad valorem taxes and assessments and will not pay ad valorem taxes or assessments on the Property.

9. CONVEYANCE AND TRANSFER OF EASEMENT. Sellers shall convey to Buyer an Easement in the form shown on the attached Exhibit B.

10. CLOSING. This transaction will be closed and the Easement 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, Sellers shall deliver the Easement and the proceeds of the sale will be disbursed to Sellers in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Sellers are not in default under this Contract, Sellers will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Sellers 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 Sellers's sole remedy under the Contract and Sellers have no right of specific performance. If Sellers fail or refuse 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 Sellers 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 Easement, 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.

Sellers'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 Sellers on or before 10 days prior to closing, has the option of terminating the Contract and Sellers agrees to return any deposit paid by Buyer. Sellers warrant that there are no facts known to Sellers 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 Sellers, 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 Sellers or its employees or customers.

25. OCCUPANCY AND POSSESSION. Sellers warrant delivery of possession of the Easement over the Property to Buyer at closing.

26. CONDEMNATION. Sellers conveys by sale the Easement 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 Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Sellers'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 Sellers, (i) shall pay to Buyer at closing all proceeds previously received by Sellers 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. Sellers agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers's foreign or non-foreign status and Sellers'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:

Approved as to form and legal sufficiency.

By/Title: [Signature] Date: [Signature] April 16, 2014

SELLERS:

Witness [Signature] Print Name MARIO MONREAL

[Signature] Michael G. Yonke

Date: April 4, 2014

Witness [Signature] Print Name LARRY GOODWIN

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4 day of April, 2014, by Michael G. Yonke. He () is personally known to me, or (X) has produced current Florida Driver License as identification.

[Signature] Signature of Notary Public

Bernie W. Manning Notary Public-State of FL Comm. Exp. May 31, 2014 Comm. No. DD967622 (Notary Seal)

[Signature] Printed Name of Notary Public

Witness *Mario Monreal*
Print Name MARIO MONREAL

Vanessa K. Yonke
Vanessa K. Yonke

Witness *Bernie W Manning*
Print Name Bernie W Manning

Date: 4-4-14

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4 day of April, 2014, by Vanessa K. Yonke. She is personally known to me, or has produced current Florida Driver License as identification.

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W Manning
Signature of Notary Public

Bernie W Manning
Printed Name of Notary Public

(Notary Seal)

EXHIBIT "A"

Legal Description

15-ft wide Drainage Easement

Property Reference Number 14-3S-32-1900-009-001

January 21, 2014

A non-exclusive 15-ft wide Drainage Easement lying and being in Section 14, Township 3 South, Range 32 West, being more particularly described as follows:

The South 15 feet of Lot 9, Block "1", Sun and Sand Subdivision as recorded in Plat Book 4 at page 35 of the public records of Escambia County, Florida.

Exhibit "B"

This document was prepared by:
Stacey S. Ward
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

A Portion of 14-3S-32-1900-009-001
Linn Avenue Drainage Project

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this ____ day of _____, 2014, by and between Michael G. Yonke and Vanessa K. Yonke, husband and wife, whose mailing address is 14420 River Road, Pensacola, Florida 32507 (Grantors) and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, the Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 14, Township 3S, Range 32 West, Escambia County, Florida;

WHEREAS, the Grantors are the owners of the real property, over, across and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the promises contained herein and other good and valuable considerations, Grantors do hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement area and the right to excavate, construct and maintain the drainage easement.

Legal or Exhibit "A"

GRANTORS also hereby grant, bargain, convey, transfer, dedicate and deliver to Grantee the right to clear, keep clear, and remove from the drainage easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement area or any structures installed thereon by Grantee. Notwithstanding, the issuance of any permit to construct or erect any structure in the easement area, Grantors, their successors and assigns, agree not to build, construct or create or permit others to build, construct or create any building or other structures in the drainage area that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Easily removable improvements, such as fences may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement area, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified and the Grantors, themselves, their successors and assigns, agree to execute corrective instruments as may be required by Grantee.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee and its successors and assigns forever.

GRANTORS do hereby covenant with Grantee that they are lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances, which would prohibit the Grantee from using the easement area for drainage and Grantors hereby waive any right to compensation for Grantee's use of the drainage easement area and an appraisal of the drainage easement area unless otherwise provided for herein.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seal on the date first above written.

Signed, sealed and delivered
in the presence of:

Witness _____
Print Name _____

By: _____
Michael G. Yonke

Witness _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Michael G. Yonke. He/She () is personally known to me or () has produced current _____ as identification.

(Notary Seal)

Signature of Notary Public

Printed Name of Notary Public

Signed, sealed and delivered
in the presence of:

Witness _____
Print Name _____

By: _____
Vanessa K. Yonke

Witness _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Vanessa K. Yonke. He/She () is personally known to me or () has produced current _____ as identification.

(Notary Seal)

Signature of Notary Public

Printed Name of Notary Public

ACCEPTANCE

THIS EASEMENT was accepted by Escambia County, Florida on the ____ day of _____,
20____, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on
_____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

EXHIBIT "A"

Legal Description
15-ft wide Drainage Easement
Property Reference Number 14-3S-32-1900-009-001
January 21, 2014

A non-exclusive 15-ft wide Drainage Easement lying and being in Section 14, Township 3 South, Range 32 West, being more particularly described as follows:

The South 15 feet of Lot 9, Block "1", Sun and Sand Subdivision as recorded in Plat Book 4 at page 35 of the public records of Escambia County, Florida.

Source: Escambia County Property Appraiser

Navigate Mode
 Account
 Reference
 [➔](#)

[Restore Full Page Version](#)

<p>General Information</p> <p>Reference: 143S321900009001</p> <p>Account: 103811000</p> <p>Owners: YONKE MICHAEL G & YONKE VANESSA K</p> <p>Mail: 14420 RIVER RD PENSACOLA, FL 32507</p> <p>Situs: 5000 LINN AVE BLK 32507</p> <p>Use Code: VACANT RESIDENTIAL</p> <p>Taxing Authority: COUNTY MSTU</p> <p>Tax Inquiry: Open Tax Inquiry Window</p> <p>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>2013 Certified Roll Assessment</p> <p>Improvements: \$0</p> <p>Land: \$15,000</p> <hr/> <p>Total: \$15,000</p> <p>Save Our Homes: \$0</p> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1/Portability Calculations</p>
---	--

<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>03/21/2013</td> <td>6994</td> <td>911</td> <td>\$50,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>08/1985</td> <td>2106</td> <td>629</td> <td>\$12,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1973</td> <td>736</td> <td>350</td> <td>\$60,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1971</td> <td>543</td> <td>180</td> <td>\$37,500</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	03/21/2013	6994	911	\$50,000	WD	View Instr	08/1985	2106	629	\$12,000	WD	View Instr	01/1973	736	350	\$60,000	WD	View Instr	01/1971	543	180	\$37,500	WD	View Instr	<p>2013 Certified Roll Exemptions</p> <p>None</p> <hr/> <p>Legal Description</p> <p>LTS 9 BLK 1 SUN AND SAND S/D PB 4 P 35 OR 6994 P 911</p> <hr/> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																										
03/21/2013	6994	911	\$50,000	WD	View Instr																										
08/1985	2106	629	\$12,000	WD	View Instr																										
01/1973	736	350	\$60,000	WD	View Instr																										
01/1971	543	180	\$37,500	WD	View Instr																										

Parcel Information [Launch Interactive Map](#)

Section Map Id:
[14-3S-32-3](#)

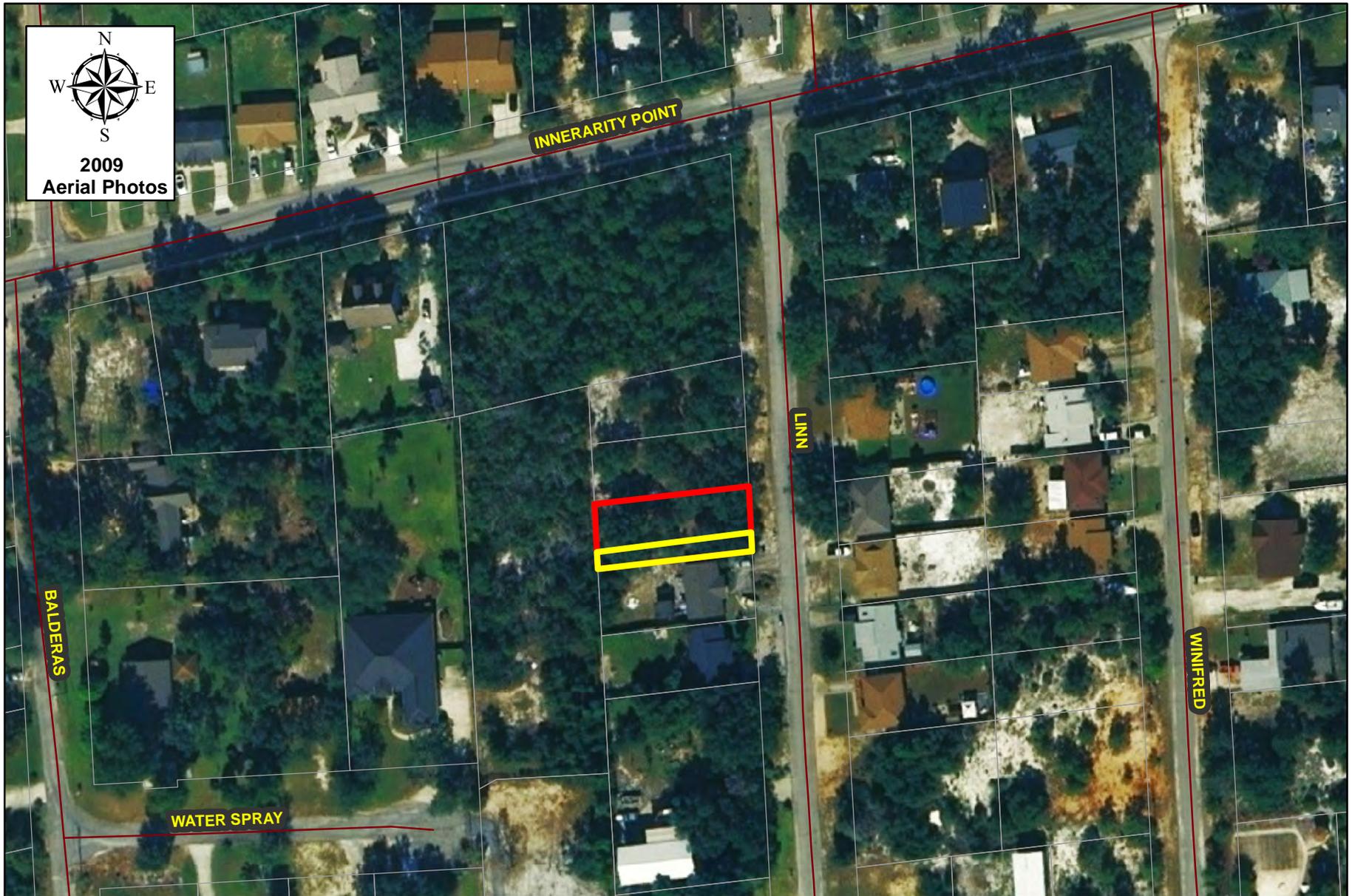
Approx. Acreage:
0.1400

Zoned:
R-3

Evacuation & Flood Information
[Open Report](#)

15' Wide Drainage Easement

Innerarity Point Drainage Project



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 4/1/14 DISTRICT 2



Micheal G. & Vanessa K Yonke
14-3S-32-1900-009-001



Easement Area



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5975

County Administrator's Report 12. 34.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Real Property Acquisitions for Defense Infrastructure Grants

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Real Property Acquisitions for Defense Infrastructure Grants - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning real property or easement acquisitions, by donation or purchase, for Defense Infrastructure Grants:

A. Authorize and direct staff to obtain appraisals, environmental site assessments, surveys, title insurance commitments, and complete all other requirements in Section 46-139, Escambia County Code of Ordinances, in anticipation of acquiring real property or easements, by donation or purchase, for Defense Infrastructure Grants; and

B. Authorize and direct staff to submit Contracts for Sale and Purchase for approval by the Board at the earliest available meeting date following conclusion of negotiations with property owners and completion of the requirements in Section 46-139.

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 221006 - Density Reduction PNS-NAS; Fund 110, Other Grants and Projects Fund, Cost Center 221015 - Density Reduction Area "A" APZ]

BACKGROUND:

Defense Infrastructure Grants (DIG) are awarded by the Office of the Governor, and funded by the State's legislature, to assist Florida's communities hosting defense industries, bases, and installations. Escambia County has been successful in securing funding through DIG to facilitate the retention of local military installations, specifically Naval Air Station (NAS) Pensacola, through the reduction of density within the associated "Airfield Influence Planning Districts" (AIPDs). AIPDs were created for the area by the 2003 Joint Land Use Study (JLUS) for the purpose of creating a broader framework for making sound planning decisions around military airfields, and more accurately identifying areas that can affect or be affected by military airfield operations. Land acquisition was recommended by the JLUS to combat encroachment of incompatible uses around NAS Pensacola.

Board authorization is required for staff to pursue the properties or easements.

BUDGETARY IMPACT:

Fund 110, Other Grants and Projects, Cost Center 221006-Density Reduction PNS-NAS, and Fund 110, Other Grants and Projects, Cost Center 221015-Density Reduction Area "A" APZ.

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:

Staff will comply with Section 46-139 of the County Codes.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5974

County Administrator's Report 12. 35.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Acceptance of a Drainage Easement Located at 5900 Water Spray Terrace

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Drainage Easement Located at 5900 Water Spray Terrace - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a 20-foot-wide drainage easement, from David A. and Vicki Lynn Barnes, located at 5900 Water Spray Terrace, for the Innerarity Point Road Drainage Project:

A. Accept the donation of a 20-foot-wide drainage easement, located at 5900 Water Spray Terrace, from David A. & Vicki Lynn Barnes, for the Innerarity Point Road Drainage Project;

B. Authorize the payment of documentary stamps as the easement is being donated for governmental use, which is for drainage improvements, and the County benefits from the acceptance of the easement, which enhances the safety and well-being of the citizens of Escambia County;

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

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Drainage Easement as of the day of delivery of the Drainage Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Codes 56101/56301, Project #14EN2592, "Innerarity Point Drainage"]

BACKGROUND:

The County has a project in design to make stormwater drainage improvements in the Linn Avenue & Water Spray Terrace area located off Innerarity Point Road. Design indicated the need for a drainage easement along the south and east property lines of property located at 5900 Water Spray Terrace. The owners of the property, David A. and Vicki L. Barnes have agreed to the donation of the 20' wide drainage easement. Board approval is required for the Board's acceptance of the donated drainage easement.

BUDGETARY IMPACT:

Funds for construction of this project are available in Fund 352, "LOST III," Cost Center 210107, Object Codes 56101/56301, Project #14EN2592, "Innerarity Point Drainage". Funds for the recording of documents are available in an Engineering Escrow Account accessed by Escambia County Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Drainage Easement was approved as to form and legal sufficiency by Stephen West, 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 proceed in compliance with Section 46-139 of the County Codes.

Attachments

drainage easement

parcel information

aerial map

This document was prepared by:
Stacey S. Ward
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

A Portion of 14-3S-32-1000-053-005
Linn Avenue Drainage Project

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 7th day of March, 2014, by and between David A. Barnes and Vicki Lynn Barnes, formally known as Vicki Ballwey, husband and wife, whose mailing address is 6344 Wyndotte Road, Pensacola, Florida 32526 (Grantors) and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, the Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 14, Township 3S, Range 32 West, Escambia County, Florida;

WHEREAS, the Grantors are the owner of the real property, over, across and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the promises contained herein and other good and valuable considerations, Grantors do hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement area and the right to excavate, construct and maintain the drainage easement.

Legal or Exhibit "A"

GRANTORS also hereby grant, bargain, convey, transfer, dedicate and deliver to Grantee the right to clear, keep clear, and remove from the drainage easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement area or any structures installed thereon by Grantee. Notwithstanding, the issuance of any permit to construct or erect any structure in the easement area, Grantors, their successors and assigns, agree not to build, construct or create or permit others to build, construct or create any building or other structures in the drainage area that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Easily removable improvements, such as fences may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement area, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified and the Grantors, themselves, their successors and assigns, agree to execute corrective instruments as may be required by Grantee.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee and its successors and assigns forever.

GRANTORS do hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances, which would prohibit the Grantee from using the easement area for drainage and Grantors hereby waives any right to compensation for Grantee's use of the drainage easement area and an appraisal of the drainage easement area unless otherwise provided for herein.

IN WITNESS WHEREOF, the Grantors has hereunto set its hand and seal the date first above written.

Signed, sealed and delivered
in the presence of:

Witness *Robin Lambert*
Print Name ROBIN LAMBERT

By *DAAB*
David A. Barnes

Witness *Bernie W Manning*
Print Name Bernie W Manning

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of March, 20 14, by David A. Barnes. He/she () is personally known to me or () has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W Manning
Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

Signed, sealed and delivered
in the presence of:

Witness *Robin Lambert*
Print Name ROBIN LAMBERT

By: *Vicki Lynn Barnes*
Vicki Lynn Barnes

Witness *Bernie W Manning*
Print Name Bernie W Manning

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of March, 20 14, by Vicki L. Barnes. He/she () is personally known to me or () has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W Manning
Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

ACCEPTANCE

THIS EASEMENT was accepted by Escambia County, Florida on the ____ day of _____, 20____, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISISONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency.

By *[Signature]*
Title Asst. County Attorney
Date April 21, 2014

EXHIBIT "A"

Legal Description
20-ft wide Drainage Easement
Property Reference Number 14-3S-32-1000-053-005
March 24, 2014

A non-exclusive 20-ft wide Drainage Easement lying and being in Section 14, Township 3 South, Range 32 West, being more particularly described as follows:

The South 20.0 feet and the East 20.0 feet of the South 172.00 feet of the following described parcel of land, said easement also being contiguous with the South and East lines:

Beginning at the Northwest corner of Lot 11, Block 1, Sun & Sand Subdivision, recorded in Plat Book 4, page 35, Escambia County, Florida; thence South 03°00' East along the West line of said Sun & Sand for 290.40 feet; thence South 87°00' West for 100.00 feet; thence North 03°00' West for 272.35 feet; thence North 76°46' East for 101.11 feet to the Point of Beginning.

AND

That portion of the road described as follows: Commencing on the intersection of the south line of the present Innerarity Road and East line of Balderas Avenue 378.4 feet to the corner of intersection of Balderas Avenue and the South right-of-way of an 80 foot dedicated right-of-way in Deed Book 322 at Page 53, public records of Escambia County, Florida; thence East at right angles 300 feet to the point of beginning; thence continue East 100 feet; thence South 02°39'52" East a distance of 15.00 feet; thence South 86°47'51" West a distance of 89.7 feet; thence South 60°34'12" West a distance of 11.23 feet; thence North 02°48'17" West a distance of 20.00 feet to the point of beginning.

The above parcel description is recorded in Official Records Book 3573 at page 606 of the public records of Escambia County, Florida.

Source: Escambia County Property Appraiser

Navigate Mode
 Account
 Reference

[Restore Full Page Version](#)

<p>General Information</p> <p>Reference: 143S321000053005</p> <p>Account: 103463600</p> <p>Owners: BARNES DAVID A & BALLWEY VICKI</p> <p>Mail: 6344 WYNDOTTE RD PENSACOLA, FL 32526</p> <p>Situs: 5900 WATER SPRAY TERR BLK 32507</p> <p>Use Code: VACANT RESIDENTIAL</p> <p>Taxing Authority: COUNTY MSTU</p> <p>Tax Inquiry: Open Tax Inquiry Window</p> <p>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>2013 Certified Roll Assessment</p> <p>Improvements: \$0</p> <p>Land: \$34,927</p> <p>Total: \$34,927</p> <p>Save Our Homes: \$0</p> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p>
--	--

<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>04/1994</td> <td>3573</td> <td>606</td> <td>\$20,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1974</td> <td>871</td> <td>990</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1973</td> <td>735</td> <td>413</td> <td>\$1,900</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1970</td> <td>471</td> <td>807</td> <td>\$1,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	04/1994	3573	606	\$20,000	WD	View Instr	01/1974	871	990	\$100	WD	View Instr	01/1973	735	413	\$1,900	WD	View Instr	01/1970	471	807	\$1,000	WD	View Instr	<p>2013 Certified Roll Exemptions</p> <p>None</p> <p>Legal Description</p> <p>BEG AT NW COR OF LT 11 BLK 1 SUN & SAND S/D PB 4 P 35 S 3 DEG 0 MIN E ALG W LI OF S/D 290 40/100...</p> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																										
04/1994	3573	606	\$20,000	WD	View Instr																										
01/1974	871	990	\$100	WD	View Instr																										
01/1973	735	413	\$1,900	WD	View Instr																										
01/1970	471	807	\$1,000	WD	View Instr																										

Parcel Information

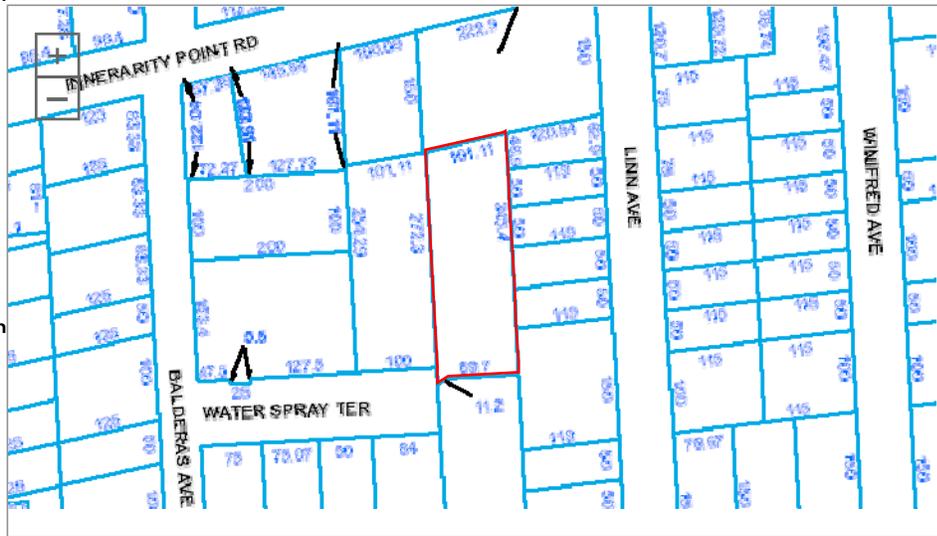
[Launch Interactive Map](#)

Section Map Id:
[14-3S-32-3](#)

Approx. Acreage:
0.6600

Zoned:
R-3

Evacuation & Flood Information
[Open Report](#)



Innerarity Point Drainage Project



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 4/1/14 DISTRICT 2



David A. & Vicki L. Barnes
14-3S-32-1000-053-005



Easement Area



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6043

County Administrator's Report 12. 36.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue: Acquisition of Two Parcels of Real Property Located at 5600 Chalker Road and 5900 Block of Highway 99

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Two Parcels of Real Property Located at 5600 Chalker Road and 5900 Block of Highway 99 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of two parcels of real property located at 5600 Chalker Road and 5900 Block of Highway 99, from Scott L. and Denise K. MacMurray and Dorothy Jayne Gindl:

A. Authorize the purchase of a parcel of real property located at 5600 Chalker Road (approximately 79.50 acres), from Scott L. and Denise K. MacMurray, for the agreed upon price of \$390,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Authorize the purchase of a parcel of real property located in the 5900 Block of Highway 99 (approximately 28.70 acres), from Dorothy Jayne Gindl, for the agreed upon price of \$145,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

C. Approve and authorize the Chairman or Vice Chairman to sign the Contracts for Sale and Purchase for the acquisition of two parcels of real property located at 5600 Chalker Road and 5900 Block of Highway 99; and

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

[CONTRACTS FOR SALE AND PURCHASE TO BE DISTRIBUTED UNDER SEPERATE COVER]

[Funding: Fund 352, "LOST III", Cost Center 110267, Project 14PF2695]

BACKGROUND:

Meeting in regular session on March 6, 2014, the Board authorized and directed staff to obtain appraisals, environmental site assessments, surveys, title insurance commitments and complete all other requirements in Section 46-139, Escambia County Code of Ordinances, in anticipation of purchasing properties from Scott L. and Denise K. MacMurray and Dorothy Jayne Gindl located at 5600 Chalker Road and 5900 Block of Highway 99, which will be dedicated for 4-H Extension and youth-related programs.

Scott L. and Denise K. MacMurray, owners of property (approximately 79.50 acres) located at 5600 Chalker Road have agreed to sell their property for \$390,000 and subject to the terms and conditions contained in the Contract for Sale and Purchase. The agreed upon price is less than the average of two appraisals staff had performed, which placed a value of \$407,500.

Ms. Dorothy Jayne Gindl owner of property (approximately 28.70 acres) located in the 5900 Block of Highway 99 has agreed to sell her property for \$145,000 and subject to the terms and conditions contained in the Contract for Sale and Purchase. The agreed upon price is less than the average of two appraisals staff had performed, which placed a value of \$151,000.

BUDGETARY IMPACT:

Fund 352, "LOST III", Cost Center 110267, Project 14PF2695

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contracts for Sale and Purchase will be approved as to form and legal sufficiency by County Attorney' Office.

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

MacMurray parcel information

Gindl parcel information

MacMurray appraisals

Gindl appraisals

Aerial map

Source: Escambia County Property Appraiser

Navigate Mode
 Account
 Reference

[Restore Full Page Version](#)

General Information

Reference: 102N322301000000

Account: 122251000

Owners: MACMURRAY SCOTT L & MACMURRAY DENISE K

Mail: 554 E TEN MILE RD
PENSACOLA, FL 32514

Situs: 5600 CHALKER RD 32577

Use Code: IMPROV. AGRICULTURAL-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:	\$28,531
Land:	\$17,760
Total:	\$46,291
Save Our Homes:	\$0

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/09/2009	6539	1457	\$310,000	WD	View Instr
08/12/2009	6503	1036	\$100	CT	View Instr
06/2006	5934	1168	\$450,000	WD	View Instr
02/2005	5585	1802	\$100	CJ	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

SW1/4 OF NW1/4 AND NW1/4 OF SW1/4 OR 6539 P 1457

Extra Features

METAL SHED

Parcel Information [Launch Interactive Map](#)

Section Map Id: [10-2N-32](#)

Approx. Acreage: 79.5000

Zoned: VAG-1

Evacuation & Flood Information
[Open Report](#)

Buildings

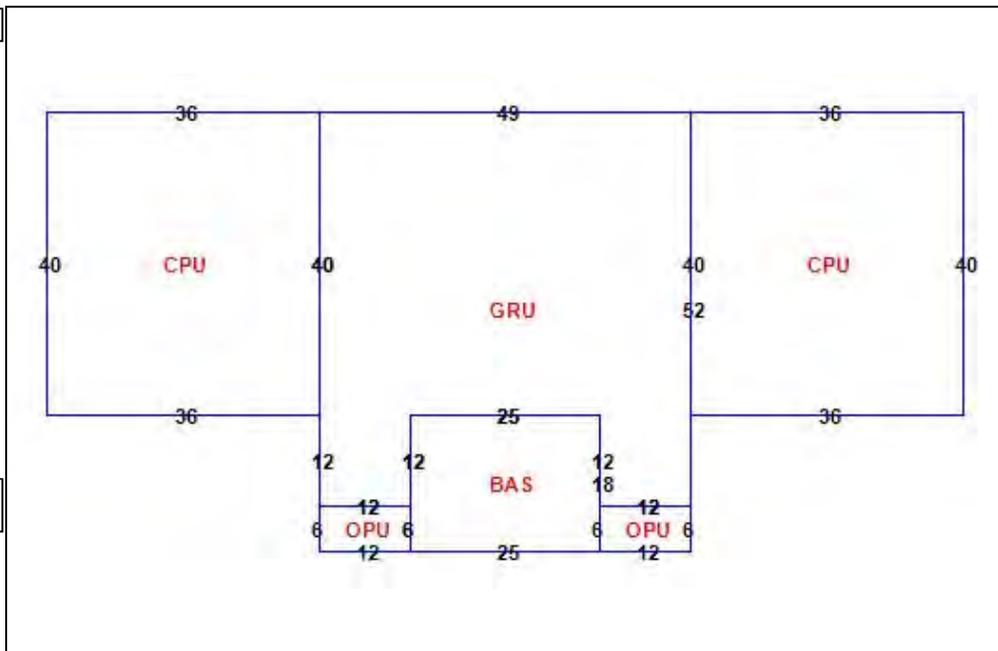
Building 1 - Address: 5600 CHALKER RD, Year Built: 2000, Effective Year: 2000

Structural Elements

FOUNDATION-SLAB ON GRADE
EXTERIOR WALL-METAL-PRE.FIN.
NO. PLUMBING FIXTURES-3.00
DWELLING UNITS-1.00
ROOF FRAMING-GABLE
ROOF COVER-ENAMEL METAL
INTERIOR WALL-WOOD/WALLBOARD
FLOOR COVER-CONCRETE-FINISH
NO. STORIES-1.00
DECOR/MILLWORK-BELOW AVERAGE
HEAT/AIR-CENTRAL H/AC
STRUCTURAL FRAME-WOOD FRAME

 Areas - 5722 Total SF

BASE AREA - 450
CARPORT UNF - 2880
GARAGE UNFIN - 2248
OPEN PORCH UNF - 144



Images



11/18/09



11/18/09

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.

Source: Escambia County Property Appraiser

Navigate Mode
 Account
 Reference

[Restore Full Page Version](#)

General Information

Reference: 102N322100000000
Account: 122250100
Owners: GINDL DOROTHY JAYNE
Mail: 2320 HWY 97
 MOLINO, FL 32577
Situs: HWY 99 32577
Use Code: CROPLAND CLASS II
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:	\$4,906
Total:	\$4,906
Save Our Homes:	\$0

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
03/1979	1308	160	\$100	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

NE 1/4 OF NW 1/4 S OF N 330 FT LESS DB 451 P 447 RD R/W...

Extra Features

None

Parcel Information

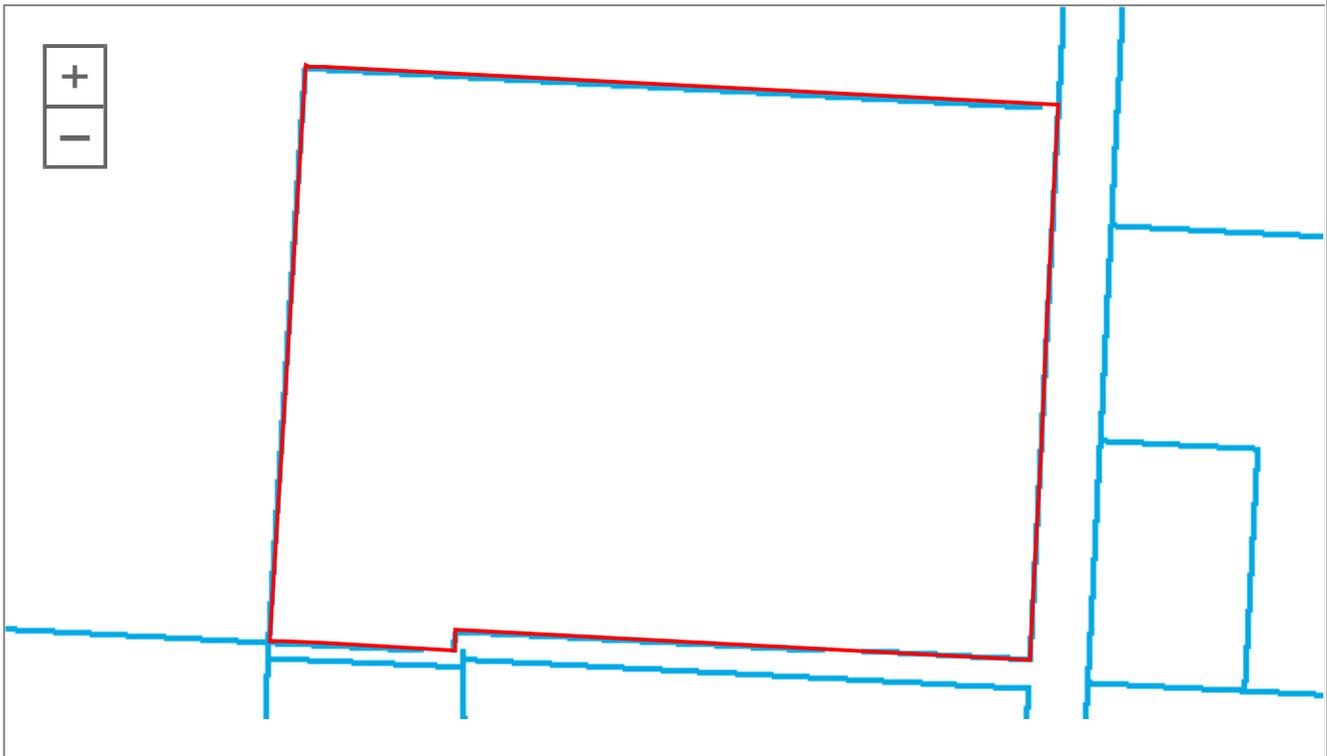
[Launch Interactive Map](#)

Section Map Id:
[10-2N-32](#)

Approx. Acreage:
28.6900

Zoned:
VR-3

Evacuation & Flood Information
[Open Report](#)



APPRAISAL REPORT

**APPROXIMATELY 79.72-ACRES OF IMPROVED LAND
LOCATED ALONG THE WEST SIDE OF CHALKER ROAD
IN MOLINO, ESCAMBIA COUNTY, FLORIDA**

AS OF MARCH 27, 2014

B & A File: VA14JP7912



**PREPARED FOR
ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA, FLORIDA 32505**

**PREPARED BY
BRANTLEY & ASSOCIATES**

REAL ESTATE APPRAISAL CORPORATION

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505
PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnbrantley@brantleyassociates.com



R. SHAWN BRANTLEY, MAI



Individual Member

Brantley & Associates Real Estate Appraisal

Mobile

*

Pensacola

*

Panama City

R. Shawn Brantley, MAI, CCIM
FL: Cert Gen RZ 289
AL: Certified General Real Property Appraiser G00419

Barbara M. Martin, MAI
FL: Cert Gen RZ 2552

Bruce A. Black
FL: Cert Gen RZ 2714

Wendy K Underhill
FL: Cert Gen RZ 2575

Barbara S. Brantley, CPA
Administration & Finance

David C. Singleton, MAI, MBA
FL: Cert Gen RZ 3501
AL: Certified General Real Property Appraiser G01003

Michael Miragliotta
FL: Cert Gen RZ 2173

April 3, 2014

Mr. Larry Goodwin
Real Estate Acquisition Manager
Escambia County Public Works Department
3363 West Park Place
Pensacola, FL 32505

Re: Appraisal report of improved land located
along the west side of Chalker Road in
Molino, Escambia County, Florida.
B&A File No.: VA14JP7912

Dear Mr. Godwin:

As you have requested, we have inspected the above referenced property and have investigated the market for pertinent data for the purpose of providing an opinion of the market value of the subject property as of the effective date of the appraisal.

The subject property is an improved site containing 79.72-acres. Based on our investigation and our analysis of the information gathered, we are of the opinion that the market value of the subject property as of March 27, 2014 is:

FEE SIMPLE MARKET VALUE
THREE HUNDRED NINETY-FIVE THOUSAND DOLLARS
\$395,000
Allocated as:
Land: \$360,000
Improvements: \$ 35,000

The above value opinion is subject to the limiting conditions and general assumptions stated within the body of this report and the following assumptions. The reader is alerted that the deployment of extraordinary assumptions or hypothetical conditions may significantly affect the value opinion.



R. SHAWN BRANTLEY, MAI

POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591
shawnbrantley@brantleyassociates.com · www.brantleyassociates.com · (850) 433-5075

- 1. We have been provided a professional survey for the subject property, however this survey is not legible. The legal description contained in the most recent deed of transfer is vaguely describes a railroad easement that traverses the subject property and due to this ambiguity we are unable to rely on the legal description contained in the deed. As such we have relied on data collected from the Escambia County Property Appraiser for a description of the site size of the subject property. This information is assumed to be correct, and if found to be incorrect, this report will be rendered invalid and/or subject to revision.**

The appraisal has been made in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and with the Code of Professional Ethics of the Appraisal Institute. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount, which would result in the approval of a loan

This is an Appraisal Report, which is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it presents only discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report.

We appreciate the opportunity of doing this work for you, and if there should be any questions, please do not hesitate to call.

Sincerely,



R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida #RZ289

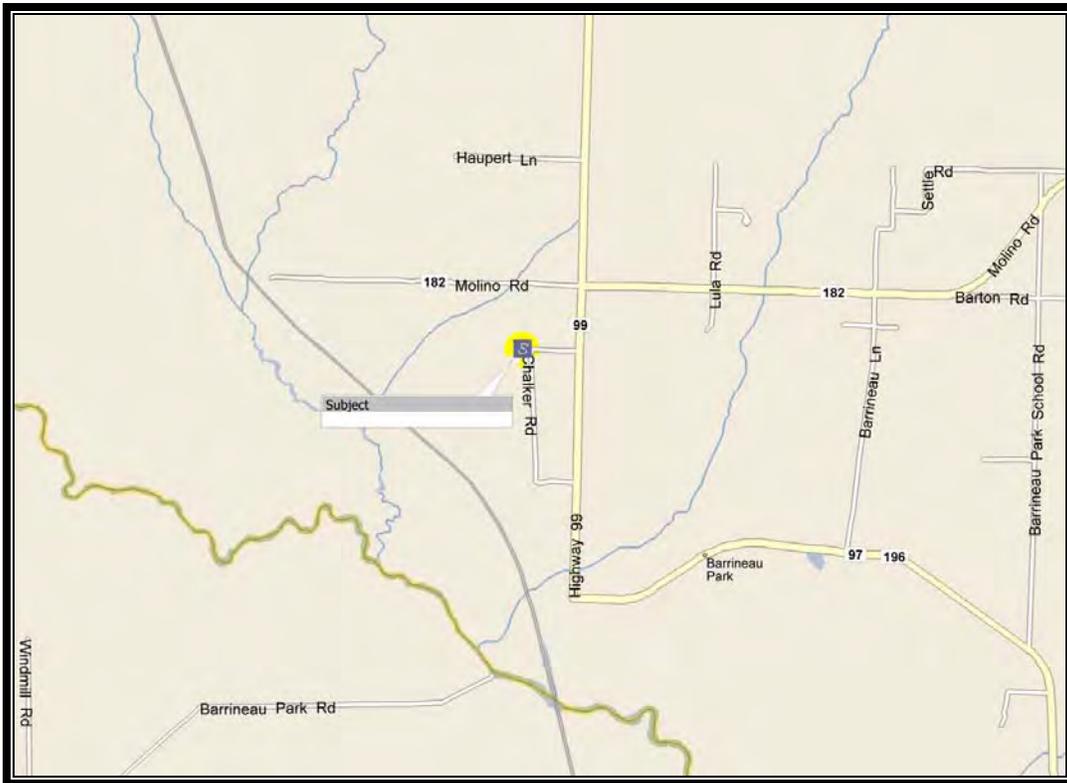
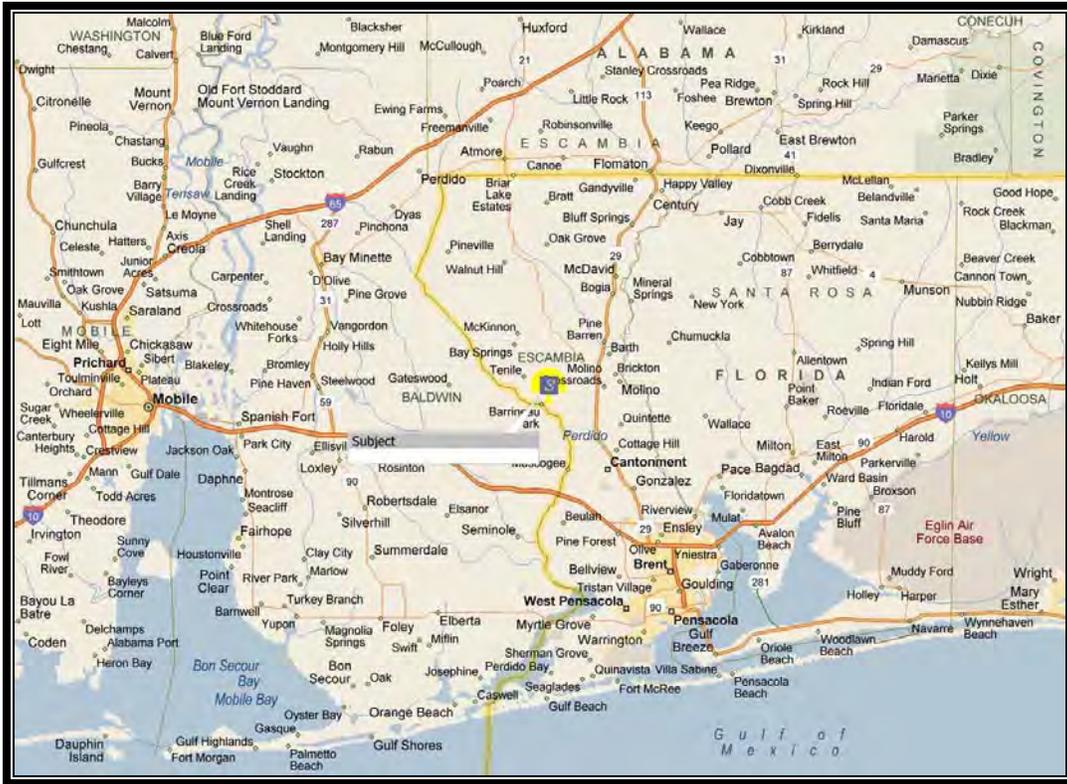


David C. Singleton, MAI, MBA
State-Certified General Appraiser
Florida #RZ3501

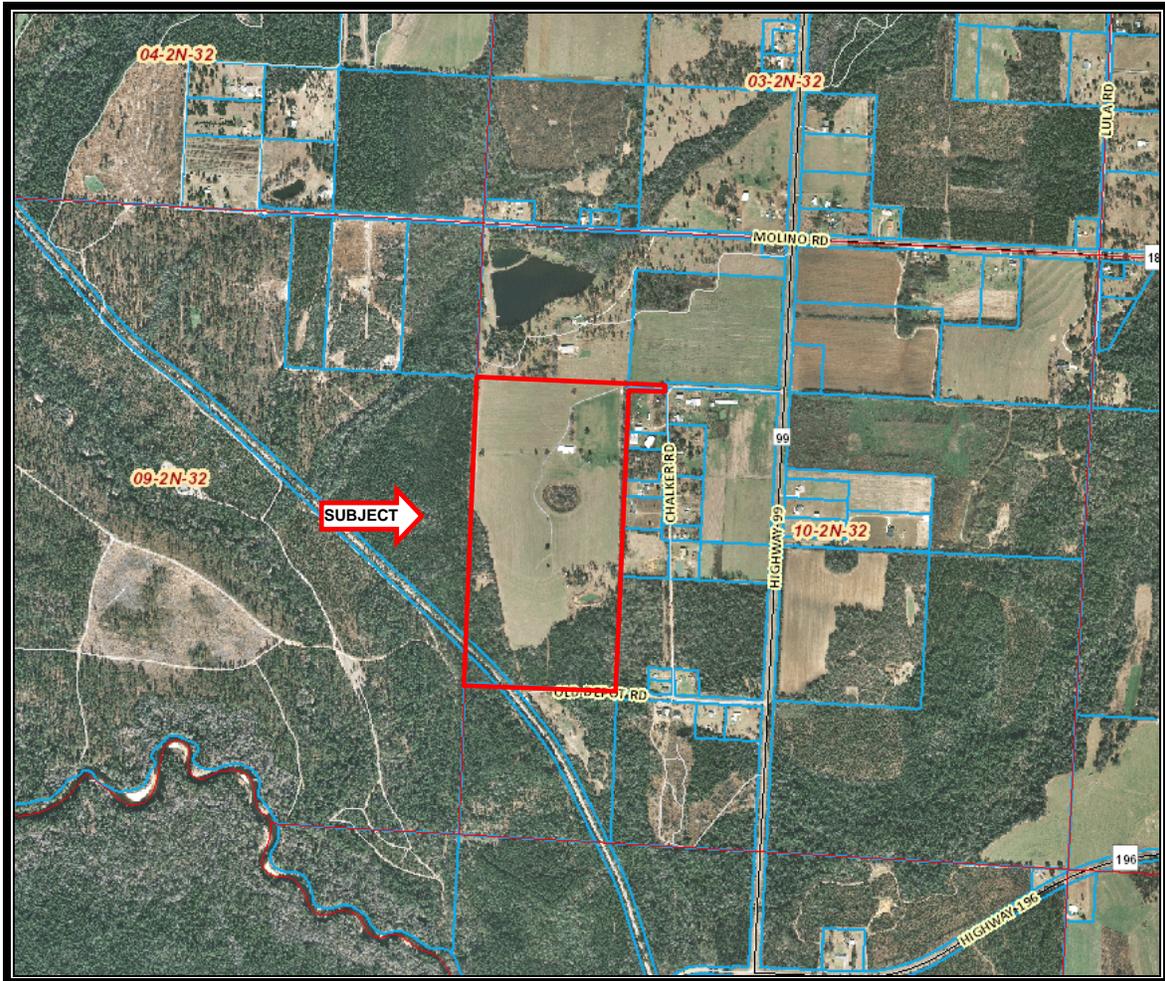
SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION:	Improved land located along the west side of Chalker Road in Molino, Escambia County, Florida.
OWNERSHIP:	Scott L. & Denise K. MacMurray 554 E Ten Mile Road Pensacola, Florida 32514
LOCATION OF PROPERTY:	Located at 5600 Block of Chalker Road, Molino in Escambia County, Florida
PRESENT USE OF THE PROPERTY:	Improved land
PROPERTY RIGHTS APPRAISED:	Fee Simple
DATE OF INSPECTION:	March 27, 2014
DATE OF VALUATION:	March 27, 2014
DATE OF REPORT:	April 3, 2014
PARCEL NUMBER:	10-2N-32-2301-000-000 10-2N-32-3100-000-002
TOTAL 2013 ASSESSMENT:	\$46,291
TOTAL 2013 TAXES:	\$804.65
LAND AREA:	79.72-acres
IMPROVEMENTS:	2,698-SF metal building; various site improvements
ZONING:	VAG-1, Villages Agriculture
FUTURE LAND USE:	Rural Communities
CONCURRENCY:	Adequate infrastructure exists to support the highest and best use of the property.
HIGHEST AND BEST USE:	Agriculture, Sparse Residential Development or Recreational Use
<u>VALUE OPINIONS:</u>	
LAND:	\$360,000
COST APPROACH:	\$35,000
FINAL VALUE OPINION:	\$395,000

LOCATION MAP OF SUBJECT PROPERTY



AERIAL MAP OF SUBJECT PROPERTY AND SURROUNDING AREA

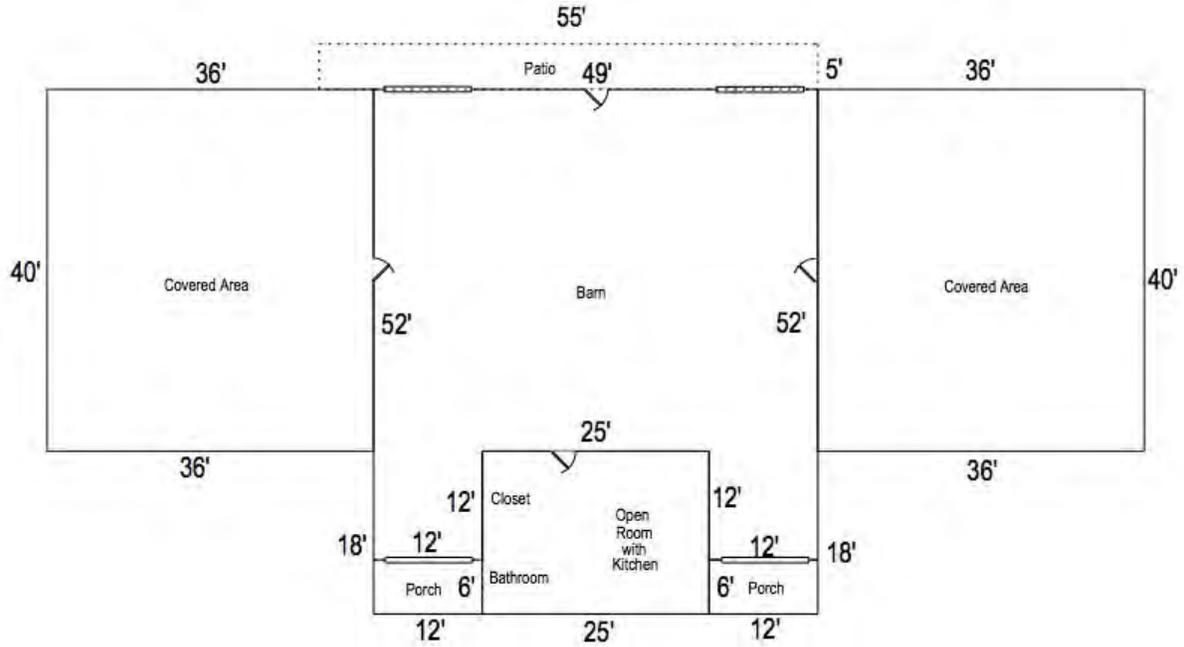


AERIAL PHOTOGRAPH OF SUBJECT PROPERTY



The legal description contained in the most recent deed of record is vague and the copy of a survey we were provided is not legible. We have relied on the site size indicated by the Escambia County Property Appraiser and we have scaled the dimensions using aerial photography. We assume this information to be correct and we rely on this information for this report. If this information is found to be incorrect this report is rendered invalid and/or subject to revision.

IMPROVEMENTS SKETCH



IMPROVEMENTS

Finished Area	450 -SF
Warehouse	2,248 -SF
Total	2,698 -SF
Covered Area	2,880 -SF
Porches/Patios	419 -SF

4H ACQUISITION PROPERTIES
ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
MACMURRAY PARCEL 79.50 ACRES 5600 CHALKER ROAD
&
GINDL PARCEL 28.69 ACRES 5900 BLK HIGHWAY 99
AGRICULTURAL LAND
MOLINO, FL 32577
ESCAMBIA COUNTY
FILE No 14032469



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

G. DANIEL GREEN & ASSOCIATES, INC.

Appraisals, Sales, & Consulting

APPRAISAL REPORT

SUBJECT PROPERTY

4 H ACQUISITION PROPERTIES
ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
MACMURRAY PARCEL 79.50 ACRES 5600 CHALKER ROAD
&
GINDL PARCEL 28.69 ACRES 5900 BLK HIGHWAY 99
AGRICULTURAL LAND
MOLINO, FL 32577
ESCAMBIA COUNTY
FILE No 14032469

DATE OF OBSERVATION

March 27, 2014

REPORT DATE

April 7, 2014

CLIENT/INTENDED USER(S)

Escambia County Public Works Department
C/o Mr. Larry Goodwin
3363 West Park Place
Pensacola, Florida 32505

Prepared By:

Dan Green, MAI
G. Jeff White

Certified General Real Estate Appraiser #RZ836
Certified General Real Estate Appraiser #RZ2057

G. Daniel Green & Associates
103 Baybridge Gulf Breeze, Florida 32562
Telephone (850) 934-1797
Fax (850) 932-8679
appraisal@gdanielgreen.com

April 7, 2014

Escambia County Public Works Department
c/o Mr. Larry Goodwin
3363 West Park Place
Pensacola, Florida 32505

Re: MACMURRAY PARCEL 79.50 ACRES 5600 CHALKER ROAD &
GINDL PARCEL 28.69 ACRES 5900 BLK HIGHWAY 99 | AGRICULTURAL
LAND | MOLINO, FL 32577 | ESCAMBIA COUNTY | FILE No 14032469

Dear Mr. Goodwin:

In response to your request, we have conducted the required investigation, gathered the necessary data, and made certain analyses that have enabled us to form an opinion of the current market value of the Fee Simple interest in the above captioned subject property.

The purpose of the appraisal is to develop an opinion of the market value of the Fee Simple interest in the subject property based on a personal observation and information provided to our office, and the investigation and analyses undertaken, as of March 27, 2014, the Effective Date of this appraisal, subject to the attached assumptions and limiting conditions. The intended user is Mr. Larry Goodwin with Escambia County Public Works Department, 3363 West Park Place, Pensacola, Florida 32505. The intended use of this appraisal is for potential acquisition of the subject properties by Escambia County Public Works Department. No other use of this report by any other entity or person is authorized.

We have analyzed the market value of the subject property based on our opinion of the highest and best use of the subject property. Subject to the assumptions, limiting conditions and certification set forth herein, it is our professional opinion the market value of the Fee Simple interest in the subject properties as of March 27, 2014 is:

SUBJECT MACMURRAY PARCEL

\$420,000

FOUR HUNDRED TWENTY THOUSAND DOLLARS

"AS-IS"

MARKET VALUE OPINION VIA DIRECT SALES COMPARISON

79.50 ACRES & CONTRIBUTORY VALUE OF THE

5,722 SF STORAGE WAREHOUSE BUILDING

AS OF March 27, 2014



Mr. Larry Goodwin

April 7, 2014

SUBJECT GINDL PARCEL

\$117,000

ONE HUNDRED SEVENTEEN THOUSAND DOLLARS

"AS-IS"

MARKET VALUE OPINION VIA DIRECT SALES COMPARISON

28.69ACRES

AS OF March 27, 2014

We have been engaged by the Client to formulate an opinion of the current 'As Is' market value of the Fee Simple interest in the subject properties as of the effective date cited herein.. Under the guidelines of the *Uniform Standards of Professional Appraisal Practice* (USPAP) we, as appraisers, are given some flexibility as to what approaches we utilize in order to arrive at a credible opinion of value.

The following is an Appraisal Report utilizing the Sales Comparison and Cost Approaches to value. The subject is an existing religious services property with a proposed addition which is not typically purchased for investment, rendering the Income Approach inapplicable.

This report 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, 2014 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 summarized 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 appraisal report includes all specification in USPAP as defined in Standards Rule 2 -2 (b) and through the 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*** *The appraisal does not address unforeseeable events that could alter the property improvements and/or market conditions reflected in the analysis.*
- 2*** *The appraisal does not address the personal property within the subject property (i.e. FFEL: Furniture, Fixtures, Equipment or Inventory) in the estimate of value (if any).*
- 3*** *The appraiser is providing value opinions and conclusions within an extremely volatile market. These opinions and conclusions therefore are only effective for the effective date of the appraisal. The financial markets are in a great deal of "flux" any significant change in which could have a dramatic impact on value. The client is forewarned that there is a substantial amount of uncertainty with regard to any conclusions and projections necessary to arrive at the final opinion herein.*
- 4*** *The appraiser also reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of diligent investigation.*
- 5*** *It is an extraordinary assumption of this appraisal report that the overall acreage sizes of each of the subject parcels we obtained from the Escambia County Property Appraiser's office utilized in this appraisal analysis are true and accurate. If this is found to be incorrect, this appraisal analysis and all value indications herein are considered invalid and subject to review by the appraiser(s) signing this report.*
- 6*** *It is an extraordinary assumption of this appraisal that the information we obtained from the Escambia County Property Appraiser's office relative to the structure type, age, etc. of the subject building improvements is accurate. If any portion of the improvement description is discovered to be inaccurate, this appraisal report and all value indications arrived at herein may be considered void and subject to review by the appraisers signing this report.*
- 7*** *It is an extraordinary assumption of this appraisal report that the size of the existing building improvements on the Macmurray Parcel as outlined on building sketch provided the Escambia County Property Appraiser's Office is an accurate depiction of the overall size of the building improvements. If this is found to be incorrect, this report and all value indications herein may be considered void and subject to review.*
- 8*** *It is an extraordinary assumption of this appraisal report that the dimensions and overall site size of the Macmurray Parcel and the Gindl Parcel as outlined on the Escambia County Property Appraiser's plat map is an accurate depiction of the dimensions and overall size of both parcels. If this is found to be incorrect, this report and all value indications herein may be considered void and subject to review.*
- 9*** *No legal descriptions of the subject parcels were provided by the Client for the subject parcels. The legal description of the Macmurray Parcel was extracted from the Special Warranty Deed filed of record on December 9, 2009 (OR Book 6539, page 1457); and the legal description for the Gindl Parcel of the subject properties is that legal description published by the Escambia County Property Appraiser's Office. Therefore, it is an extraordinary assumption of this appraisal report that the legal descriptions, as referenced above, are accurate descriptions of the subject properties being appraised. If this is found to be incorrect, this report and all value indications herein may be considered void and subject to review.*
- 10*** *It is an extraordinary assumption of this appraisal report the cost of the office finish included in the Storage Warehouse (406) Building classification is reasonably close to the cost to finish the existing interior of the subject building improvements. If this is found to be incorrect, this report and all value indications herein may be considered void and subject to review.*

MARKETING AND EXPOSURE TIME

Marketing and exposure time for this property should be average for the area which, according to the public records is **EIGHTEEN TO TWENTY-FOUR MONTHS**

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 and local real estate economy, the opinions and conclusions herein are effective as of the appraisal date only.



G. Daniel Green, MAI SRA
State-Certified General Real
Estate Appraiser #RZ836



G. Jeffrey White
State-Certified General Real
Estate Appraiser #RZ2057

SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION:

Macmurray Parcel

The subject Macmurray Parcel is a 79.50 acre (according to Escambia County Property Appraiser's Office) tract of land and is situated west of Chalker Road in Section 11, Township 2N, Range 32 West, in Molino, Escambia County, Florida 32548. The parcel address assigned by the Escambia County Property Appraiser's office is 10-2N-32-2301-000-000. The primary physical address of the subject property is 5600 Chalker, Molino, Florida 32577. The subject property is a rectangle with an interior location within a rural neighborhood.

Gindl Parcel

The subject Gindl Parcel is a 28.69 acre (according to Escambia County Property Appraiser's Office) tract of land and is situated in the 5900 Block of Highway 99 at the corner of Chalker Road and Highway 99 all being a portion of Section 10, Township 2N, Range 32 West, in Molino, Escambia County, Florida 32548. The parcel address assigned by the Escambia County Property Appraiser's office is 10-2N-32-2100-000-000.

OWNERSHIP:

Macmurray Parcel

Scott L. & Denise K. Macmurray
5600 Chalker Road Molino, FL 32577

Gindl Parcel

Dorothy Jayne Gindl
5900 BLK Highway 99 Molino, Florida 32577

IMPROVEMENTS:

The Macmurray Parcel is improved with an existing 5,722 SF storage warehouse building built in 2000 according to the Escambia County Property Appraiser's Office. The configuration of the building includes a center core that is comprised of 2,248 SF of unfinished warehouse space with four roll-up overhead doors and two pedestrian doors; 450 SF of living area that is used primarily as a

large kitchen and private restroom; and two unfinished open porches. There are two 1,440 SF open porches on either end of the building. The porch on the west side has a concrete slab and metal roof structure. The porch on the east side has a dirt/gravel floor with a metal roof structure. The building, overall, is pole/frame construction with concrete slab and a metal gable roof. The living area is finished with solid wood paneling; bead board ceilings; scored concrete floors; and package HVAC system.

PURPOSE OF APPRAISAL:

The purpose of this appraisal is to formulate an opinion of the current 'As Is' market value of the Fee Simple interest in the subject properties as of the effective date sited herein.

PROPERTY RIGHTS APPRAISED:

Fee Simple Interest

DATE OF VALUATION:

March 27, 2014

DATE OF REPORT:

April 7, 2014

ASSESSMENT:

Macmurray Parcel

\$46,291 - Tax ID - 10-2N-32-2301-000-000 Per Escambia County Property Appraiser's Office - (see assessment section for more detail)

Gindl Parcel

\$4,906- Tax ID -10-2N-32-2100-000-000 Per Escambia County Property Appraiser's Office - (see assessment section for more detail)

TAXES:

Macmurray Parcel

\$804.65 - Tax ID- 10-2N-32-2301-000-000 Per Escambia County Tax Collector's Office - (see tax section for more detail)

Gindl Parcel

\$86.70- Tax ID- 10-2N-32-2100-000-000 Per Escambia County Tax Collector's Office - (see tax section for more detail)

ZONING/FUTURE LAND USE: Macmurray Parcel: VAG - 1/Rural Communities
Gindl Parcel: VR-3/Rural Communities

SITE AREA: The subject parcel(s) sizes are as follows:
Macmurray Parcel: 79.50 acres per Escambia County Property Appraiser's Office
Gindl Parcel: 28.69 acres per Escambia County Property Appraiser's Office

HIGHEST AND BEST USE AS VACANT:

Macmurray Parcel:

It is our opinion a similar use to the current utilization of the subject site as farm land for the cultivation and production of hay is a suitable use for the subject property. There are a number of other possible uses of the subject property, as though vacant, but may not be considered financially feasible at this time.

Gindl Parcel

It is our opinion a similar use to the current utilization of the subject site as farm land for the cultivation and production of peanuts & soybeans. There are a number of other possible uses of the subject property, as though vacant, but may not be considered financially feasible at this time.

EXPOSURE TIME: 18 - 24 months

MARKETING TIME: 18 - 24 months

FINAL VALUE INDICATIONS:

"AS-IS" as of March 27, 2014

DIRECT SALES COMPARISON APPROACH

Macmurray Parcel 79.50ACRES	\$420,000
Gindl Parcel 28.69ACRES	\$117,000

APPRAISAL REPORT

28.69-ACRES OF LAND

**LOCATED AT THE NORTHWEST CORNER OF HIGHWAY 99 AND
CHALKER ROAD IN MOLINO, ESCAMBIA COUNTY, FLORIDA**

AS OF MARCH 27, 2014

B & A File: VA14JP7911



PREPARED FOR
ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA, FLORIDA 32505

PREPARED BY
BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505
PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnbrantley@brantleyassociates.com



R. SHAWN BRANTLEY, MAI



Individual Member

Brantley & Associates Real Estate Appraisal

Mobile

*

Pensacola

*

Panama City

R. Shawn Brantley, MAI, CCIM
FL: Cert Gen RZ 289
AL: Certified General Real Property Appraiser G00419

Barbara M. Martin, MAI
FL: Cert Gen RZ 2552

Bruce A. Black
FL: Cert Gen RZ 2714

Wendy K Underhill
FL: Cert Gen RZ 2575

Barbara S. Brantley, CPA
Administration & Finance

David C. Singleton, MAI, MBA
FL: Cert Gen RZ 3501
AL: Certified General Real Property Appraiser G01003

Michael Miragliotta
FL: Cert Gen RZ 2173

March 31, 2014

Mr. Larry Goodwin
Real Estate Acquisition Manager
Escambia County Public Works Department
3363 West Park Place
Pensacola, FL 32505

Re: Appraisal report of land located at the
northwest corner of Highway 99 and
Chalker Road in Molino, Escambia
County, Florida.
B&A File No.: VA14JP7911

Dear Mr. Godwin:

As you have requested, we have inspected the above referenced property and have investigated the market for pertinent data for the purpose of providing an opinion of the market value of the subject property as of the effective date of the appraisal.

The subject property is a site containing approximately 28.69-acres. Based on our investigation and our analysis of the information gathered, we are of the opinion that the market value of the subject property, "as is", as of March 27, 2014 is:

FEE SIMPLE MARKET VALUE
ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS
\$185,000

The above value opinion is subject to the limiting conditions and general assumptions stated within the body of this report and the following assumptions. The reader is alerted that the deployment of extraordinary assumptions or hypothetical conditions may significantly affect the value opinion.



R. SHAWN BRANTLEY, MAI

POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591
shawnbrantley@brantleyassociates.com · www.brantleyassociates.com · (850) 433-5075

- 1. We have not been provided a professional survey for the subject property. The legal description contained in the most recent deed of transfer is vague and we have relied on data collected from the Escambia County Property Appraiser for a description of the site size of the subject property. This information is assumed to be correct, and if found to be incorrect, this report will be rendered invalid and/or subject to revision. We recommend the reader obtain a professional survey.**

The appraisal has been made in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and with the Code of Professional Ethics of the Appraisal Institute. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount, which would result in the approval of a loan

This is an Appraisal Report, which is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it presents only discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report.

We appreciate the opportunity of doing this work for you, and if there should be any questions, please do not hesitate to call.

Sincerely,



R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida #RZ289

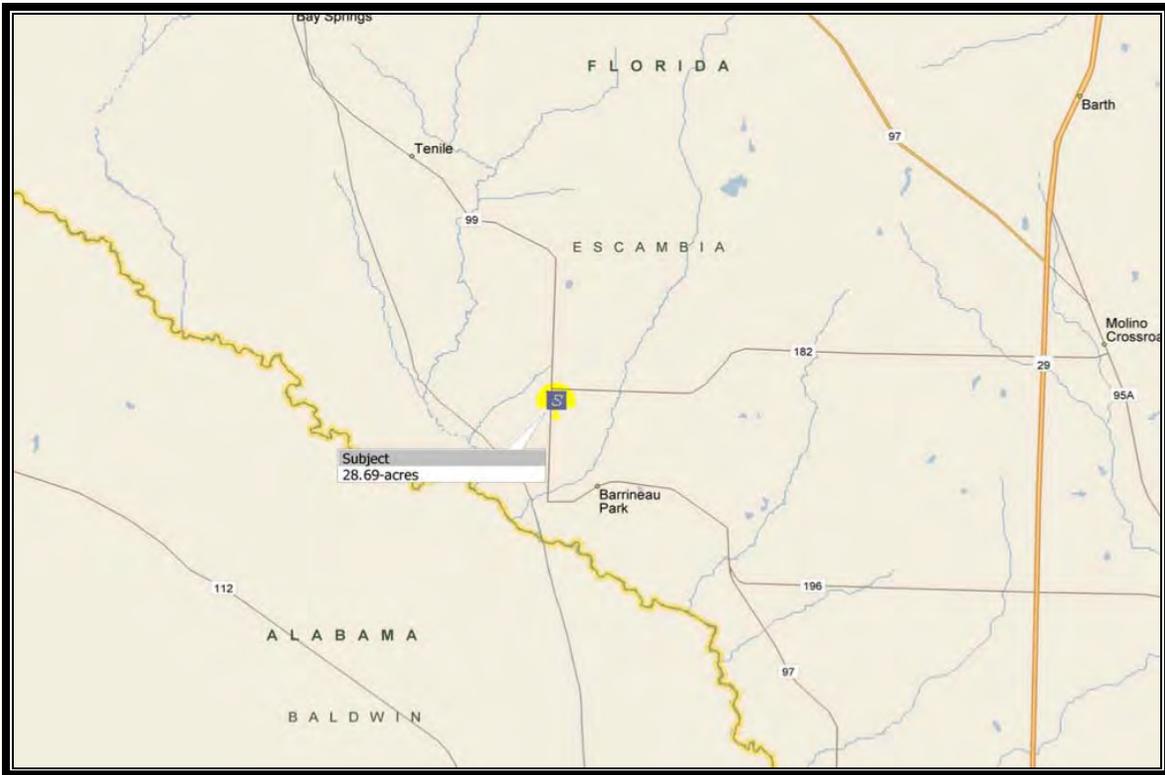
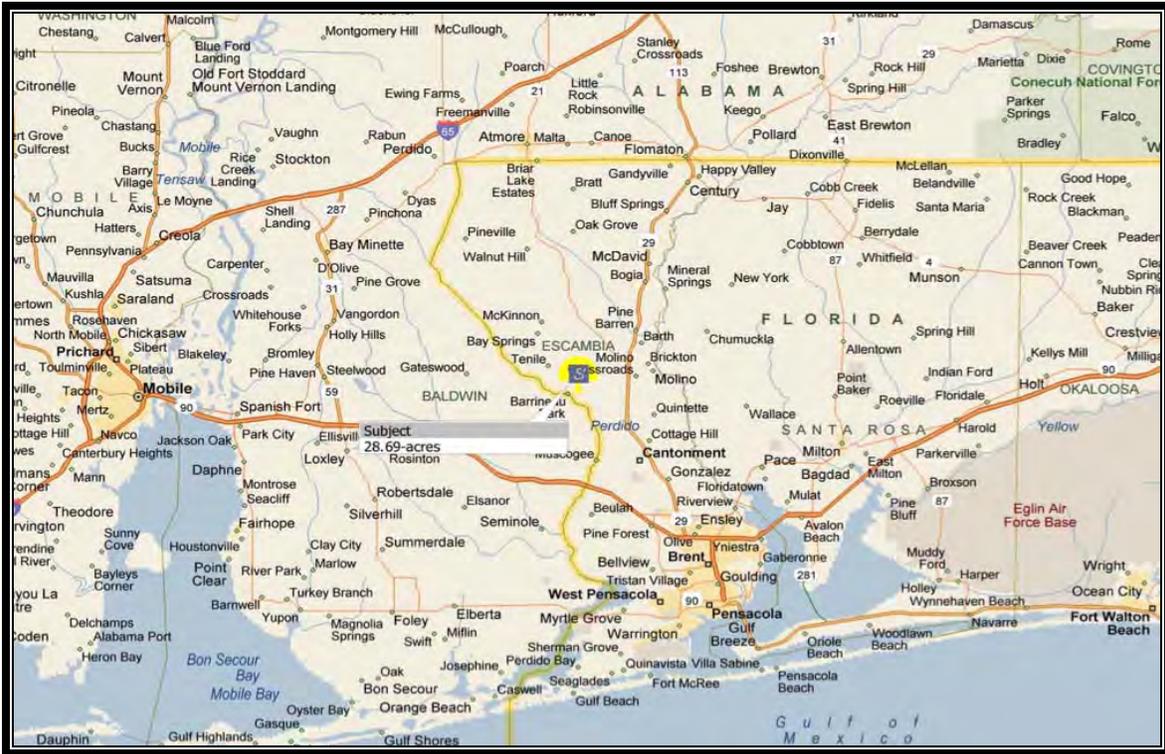


David C. Singleton, MAI, MBA
State-Certified General Appraiser
Florida #RZ3501

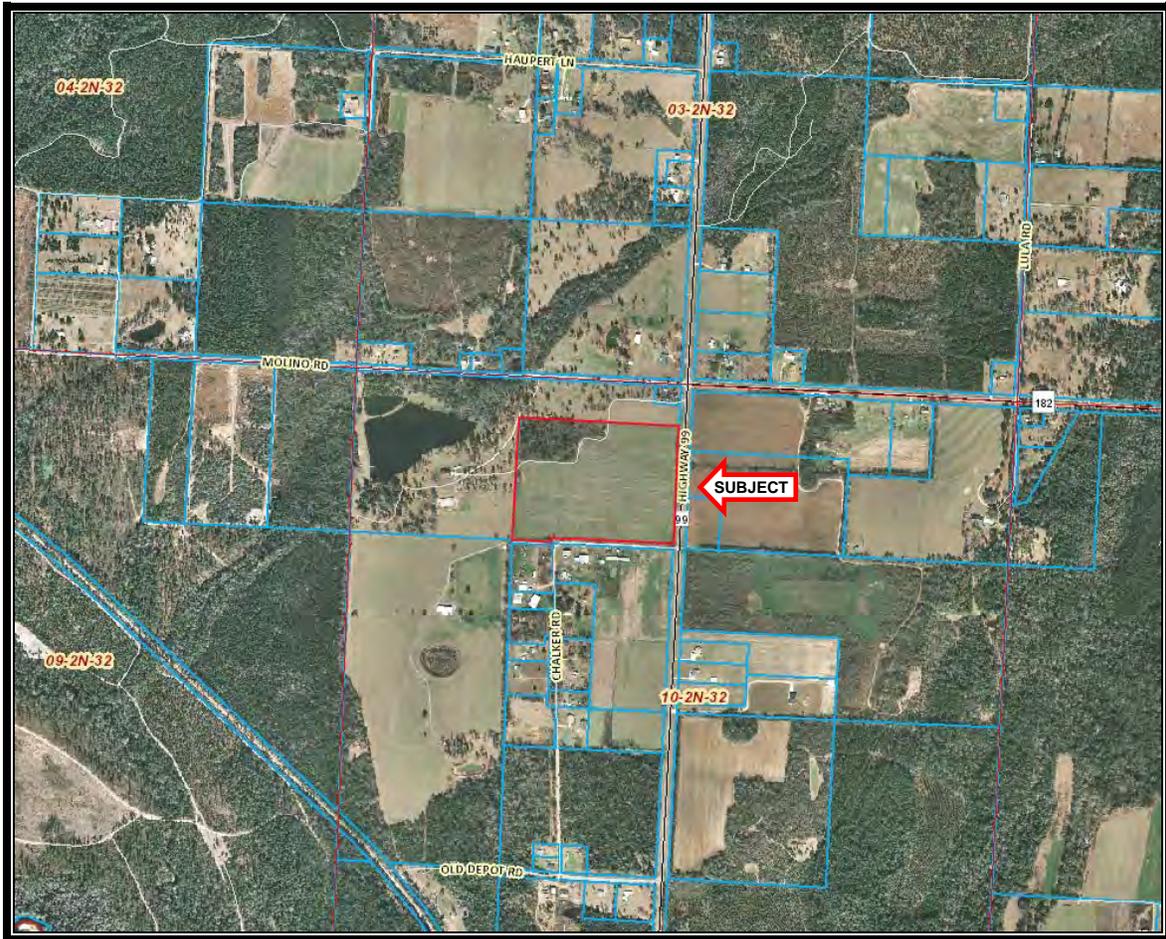
SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION:	Acreage located at the northwest corner of Highway 99 and Chalker Road in Molino, Escambia County, Florida.
OWNERSHIP:	Dorothy Jayne Gindl 2320 Highway 97 Molino, Florida 32577
LOCATION OF PROPERTY:	Located at the northwest corner of Highway 99 and Chalker Road, Molino, Escambia County, Florida
PRESENT USE OF THE PROPERTY:	Vacant land
PROPERTY RIGHTS APPRAISED:	Fee Simple
DATE OF INSPECTION:	March 27, 2014
DATE OF VALUATION:	March 27, 2014
DATE OF REPORT:	March 31, 2014
PARCEL NUMBER:	10-2N-32-2100-000-000
TOTAL 2013 ASSESSMENT:	\$4,906
TOTAL 2013 TAXES:	\$86.70
LAND AREA:	Approximately 28.69-acres
IMPROVEMENTS:	Dilapidated site improvements
ZONING:	VR-3, Villages Rural Residential
FUTURE LAND USE:	Rural Communities
CONCURRENCY:	Adequate infrastructure exists to support the highest and best use of the property.
HIGHEST AND BEST USE:	Agriculture, Sparse Residential Development or Recreational Use
FINAL VALUE OPINION:	\$185,000

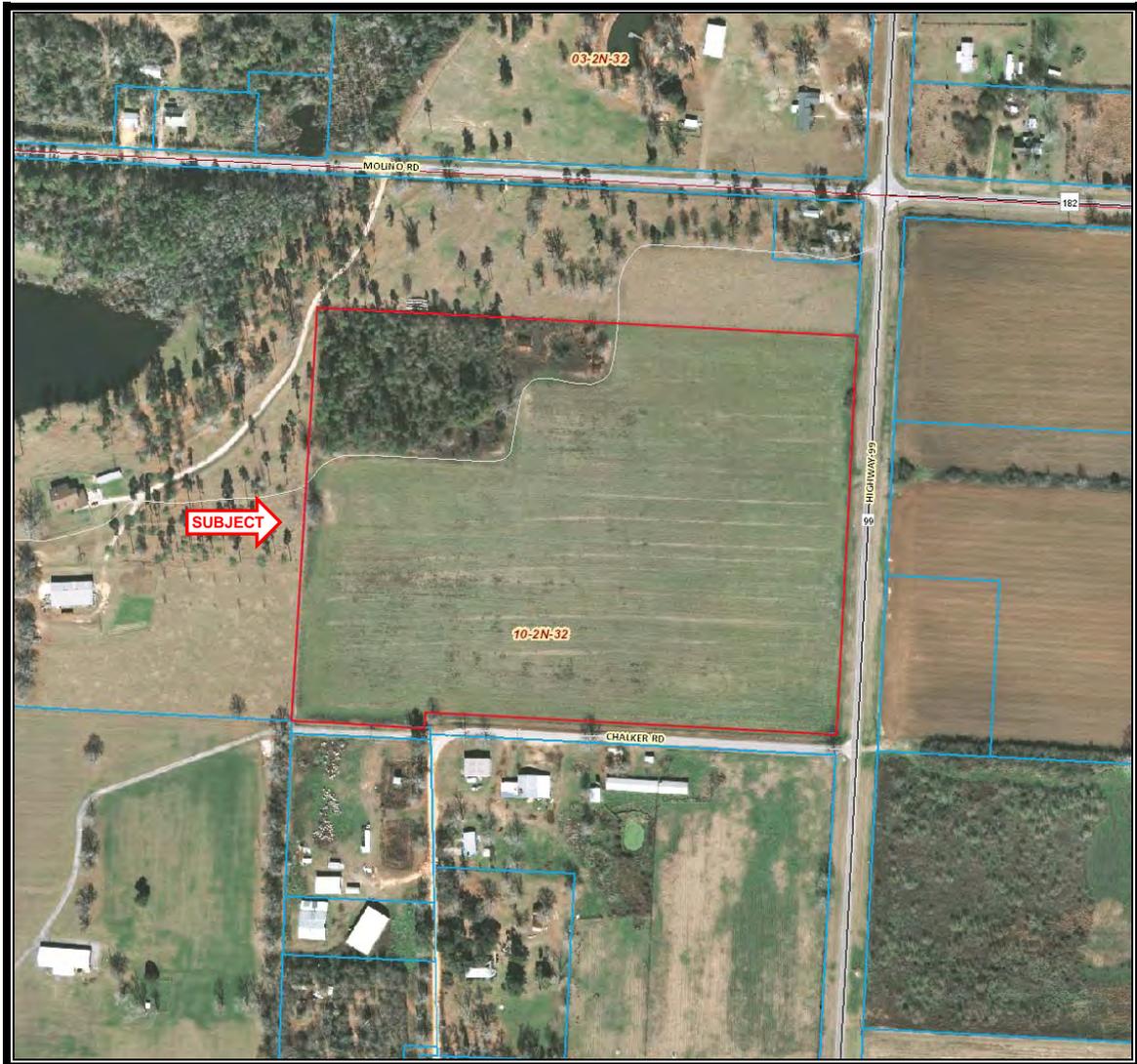
LOCATION MAP OF SUBJECT PROPERTY



AERIAL MAP OF SUBJECT PROPERTY AND SURROUNDING AREA



AERIAL PHOTOGRAPH OF SUBJECT PROPERTY



4H ACQUISITION PROPERTIES
ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
MACMURRAY PARCEL 79.50 ACRES 5600 CHALKER ROAD
&
GINDL PARCEL 28.69 ACRES 5900 BLK HIGHWAY 99
AGRICULTURAL LAND
MOLINO, FL 32577
ESCAMBIA COUNTY
FILE No 14032469



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

G. DANIEL GREEN & ASSOCIATES, INC.

Appraisals, Sales, & Consulting

APPRAISAL REPORT

SUBJECT PROPERTY

4 H ACQUISITION PROPERTIES
ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
MACMURRAY PARCEL 79.50 ACRES 5600 CHALKER ROAD
&
GINDL PARCEL 28.69 ACRES 5900 BLK HIGHWAY 99
AGRICULTURAL LAND
MOLINO, FL 32577
ESCAMBIA COUNTY
FILE No 14032469

DATE OF OBSERVATION

March 27, 2014

REPORT DATE

April 7, 2014

CLIENT/INTENDED USER(S)

Escambia County Public Works Department
C/o Mr. Larry Goodwin
3363 West Park Place
Pensacola, Florida 32505

Prepared By:

Dan Green, MAI
G. Jeff White

Certified General Real Estate Appraiser #RZ836
Certified General Real Estate Appraiser #RZ2057

G. Daniel Green & Associates
103 Baybridge Gulf Breeze, Florida 32562
Telephone (850) 934-1797
Fax (850) 932-8679
appraisal@gdanielgreen.com

April 7, 2014

Escambia County Public Works Department
c/o Mr. Larry Goodwin
3363 West Park Place
Pensacola, Florida 32505

Re: MACMURRAY PARCEL 79.50 ACRES 5600 CHALKER ROAD &
GINDL PARCEL 28.69 ACRES 5900 BLK HIGHWAY 99 | AGRICULTURAL
LAND | MOLINO, FL 32577 | ESCAMBIA COUNTY | FILE No 14032469

Dear Mr. Goodwin:

In response to your request, we have conducted the required investigation, gathered the necessary data, and made certain analyses that have enabled us to form an opinion of the current market value of the Fee Simple interest in the above captioned subject property.

The purpose of the appraisal is to develop an opinion of the market value of the Fee Simple interest in the subject property based on a personal observation and information provided to our office, and the investigation and analyses undertaken, as of March 27, 2014, the Effective Date of this appraisal, subject to the attached assumptions and limiting conditions. The intended user is Mr. Larry Goodwin with Escambia County Public Works Department, 3363 West Park Place, Pensacola, Florida 32505. The intended use of this appraisal is for potential acquisition of the subject properties by Escambia County Public Works Department. No other use of this report by any other entity or person is authorized.

We have analyzed the market value of the subject property based on our opinion of the highest and best use of the subject property. Subject to the assumptions, limiting conditions and certification set forth herein, it is our professional opinion the market value of the Fee Simple interest in the subject properties as of March 27, 2014 is:

SUBJECT MACMURRAY PARCEL

\$420,000

FOUR HUNDRED TWENTY THOUSAND DOLLARS

"AS-IS"

MARKET VALUE OPINION VIA DIRECT SALES COMPARISON

79.50 ACRES & CONTRIBUTORY VALUE OF THE

5,722 SF STORAGE WAREHOUSE BUILDING

AS OF March 27, 2014



Mr. Larry Goodwin

April 7, 2014

SUBJECT GINDL PARCEL

\$117,000

ONE HUNDRED SEVENTEEN THOUSAND DOLLARS

"AS-IS"

MARKET VALUE OPINION VIA DIRECT SALES COMPARISON

28.69ACRES

AS OF March 27, 2014

We have been engaged by the Client to formulate an opinion of the current 'As Is' market value of the Fee Simple interest in the subject properties as of the effective date cited herein.. Under the guidelines of the *Uniform Standards of Professional Appraisal Practice* (USPAP) we, as appraisers, are given some flexibility as to what approaches we utilize in order to arrive at a credible opinion of value.

The following is an Appraisal Report utilizing the Sales Comparison and Cost Approaches to value. The subject is an existing religious services property with a proposed addition which is not typically purchased for investment, rendering the Income Approach inapplicable.

This report 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, 2014 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 summarized 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 appraisal report includes all specification in USPAP as defined in Standards Rule 2 -2 (b) and through the 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*** *The appraisal does not address unforeseeable events that could alter the property improvements and/or market conditions reflected in the analysis.*
- 2*** *The appraisal does not address the personal property within the subject property (i.e. FFEL: Furniture, Fixtures, Equipment or Inventory) in the estimate of value (if any).*
- 3*** *The appraiser is providing value opinions and conclusions within an extremely volatile market. These opinions and conclusions therefore are only effective for the effective date of the appraisal. The financial markets are in a great deal of "flux" any significant change in which could have a dramatic impact on value. The client is forewarned that there is a substantial amount of uncertainty with regard to any conclusions and projections necessary to arrive at the final opinion herein.*
- 4*** *The appraiser also reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of diligent investigation.*
- 5*** *It is an extraordinary assumption of this appraisal report that the overall acreage sizes of each of the subject parcels we obtained from the Escambia County Property Appraiser's office utilized in this appraisal analysis are true and accurate. If this is found to be incorrect, this appraisal analysis and all value indications herein are considered invalid and subject to review by the appraiser(s) signing this report.*
- 6*** *It is an extraordinary assumption of this appraisal that the information we obtained from the Escambia County Property Appraiser's office relative to the structure type, age, etc. of the subject building improvements is accurate. If any portion of the improvement description is discovered to be inaccurate, this appraisal report and all value indications arrived at herein may be considered void and subject to review by the appraisers signing this report.*
- 7*** *It is an extraordinary assumption of this appraisal report that the size of the existing building improvements on the Macmurray Parcel as outlined on building sketch provided the Escambia County Property Appraiser's Office is an accurate depiction of the overall size of the building improvements. If this is found to be incorrect, this report and all value indications herein may be considered void and subject to review.*
- 8*** *It is an extraordinary assumption of this appraisal report that the dimensions and overall site size of the Macmurray Parcel and the Gindl Parcel as outlined on the Escambia County Property Appraiser's plat map is an accurate depiction of the dimensions and overall size of both parcels. If this is found to be incorrect, this report and all value indications herein may be considered void and subject to review.*
- 9*** *No legal descriptions of the subject parcels were provided by the Client for the subject parcels. The legal description of the Macmurray Parcel was extracted from the Special Warranty Deed filed of record on December 9, 2009 (OR Book 6539, page 1457); and the legal description for the Gindl Parcel of the subject properties is that legal description published by the Escambia County Property Appraiser's Office. Therefore, it is an extraordinary assumption of this appraisal report that the legal descriptions, as referenced above, are accurate descriptions of the subject properties being appraised. If this is found to be incorrect, this report and all value indications herein may be considered void and subject to review.*
- 10*** *It is an extraordinary assumption of this appraisal report the cost of the office finish included in the Storage Warehouse (406) Building classification is reasonably close to the cost to finish the existing interior of the subject building improvements. If this is found to be incorrect, this report and all value indications herein may be considered void and subject to review.*

MARKETING AND EXPOSURE TIME

Marketing and exposure time for this property should be average for the area which, according to the public records is **EIGHTEEN TO TWENTY-FOUR MONTHS**

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 and local real estate economy, the opinions and conclusions herein are effective as of the appraisal date only.



G. Daniel Green, MAI SRA
State-Certified General Real
Estate Appraiser #RZ836



G. Jeffrey White
State-Certified General Real
Estate Appraiser #RZ2057

SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION:

Macmurray Parcel

The subject Macmurray Parcel is a 79.50 acre (according to Escambia County Property Appraiser's Office) tract of land and is situated west of Chalker Road in Section 11, Township 2N, Range 32 West, in Molino, Escambia County, Florida 32548. The parcel address assigned by the Escambia County Property Appraiser's office is 10-2N-32-2301-000-000. The primary physical address of the subject property is 5600 Chalker, Molino, Florida 32577. The subject property is a rectangle with an interior location within a rural neighborhood.

Gindl Parcel

The subject Gindl Parcel is a 28.69 acre (according to Escambia County Property Appraiser's Office) tract of land and is situated in the 5900 Block of Highway 99 at the corner of Chalker Road and Highway 99 all being a portion of Section 10, Township 2N, Range 32 West, in Molino, Escambia County, Florida 32548. The parcel address assigned by the Escambia County Property Appraiser's office is 10-2N-32-2100-000-000.

OWNERSHIP:

Macmurray Parcel

Scott L. & Denise K. Macmurray
5600 Chalker Road Molino, FL 32577

Gindl Parcel

Dorothy Jayne Gindl
5900 BLK Highway 99 Molino, Florida 32577

IMPROVEMENTS:

The Macmurray Parcel is improved with an existing 5,722 SF storage warehouse building built in 2000 according to the Escambia County Property Appraiser's Office. The configuration of the building includes a center core that is comprised of 2,248 SF of unfinished warehouse space with four roll-up overhead doors and two pedestrian doors; 450 SF of living area that is used primarily as a

large kitchen and private restroom; and two unfinished open porches. There are two 1,440 SF open porches on either end of the building. The porch on the west side has a concrete slab and metal roof structure. The porch on the east side has a dirt/gravel floor with a metal roof structure. The building, overall, is pole/frame construction with concrete slab and a metal gable roof. The living area is finished with solid wood paneling; bead board ceilings; scored concrete floors; and package HVAC system.

PURPOSE OF APPRAISAL:

The purpose of this appraisal is to formulate an opinion of the current 'As Is' market value of the Fee Simple interest in the subject properties as of the effective date sited herein.

PROPERTY RIGHTS APPRAISED:

Fee Simple Interest

DATE OF VALUATION:

March 27, 2014

DATE OF REPORT:

April 7, 2014

ASSESSMENT:

Macmurray Parcel

\$46,291 - Tax ID - 10-2N-32-2301-000-000 Per Escambia County Property Appraiser's Office - (see assessment section for more detail)

Gindl Parcel

\$4,906- Tax ID -10-2N-32-2100-000-000 Per Escambia County Property Appraiser's Office - (see assessment section for more detail)

TAXES:

Macmurray Parcel

\$804.65 - Tax ID- 10-2N-32-2301-000-000 Per Escambia County Tax Collector's Office - (see tax section for more detail)

Gindl Parcel

\$86.70- Tax ID- 10-2N-32-2100-000-000 Per Escambia County Tax Collector's Office - (see tax section for more detail)

ZONING/FUTURE LAND USE:

Macmurray Parcel: VAG - 1/Rural Communities
Gindl Parcel: VR-3/Rural Communities

SITE AREA:

The subject parcel(s) sizes are as follows:
Macmurray Parcel: 79.50 acres per Escambia County Property Appraiser's Office
Gindl Parcel: 28.69 acres per Escambia County Property Appraiser's Office

HIGHEST AND BEST USE AS VACANT:

Macmurray Parcel:

It is our opinion a similar use to the current utilization of the subject site as farm land for the cultivation and production of hay is a suitable use for the subject property. There are a number of other possible uses of the subject property, as though vacant, but may not be considered financially feasible at this time.

Gindl Parcel

It is our opinion a similar use to the current utilization of the subject site as farm land for the cultivation and production of peanuts & soybeans. There are a number of other possible uses of the subject property, as though vacant, but may not be considered financially feasible at this time.

EXPOSURE TIME:

18 - 24 months

MARKETING TIME:

18 - 24 months

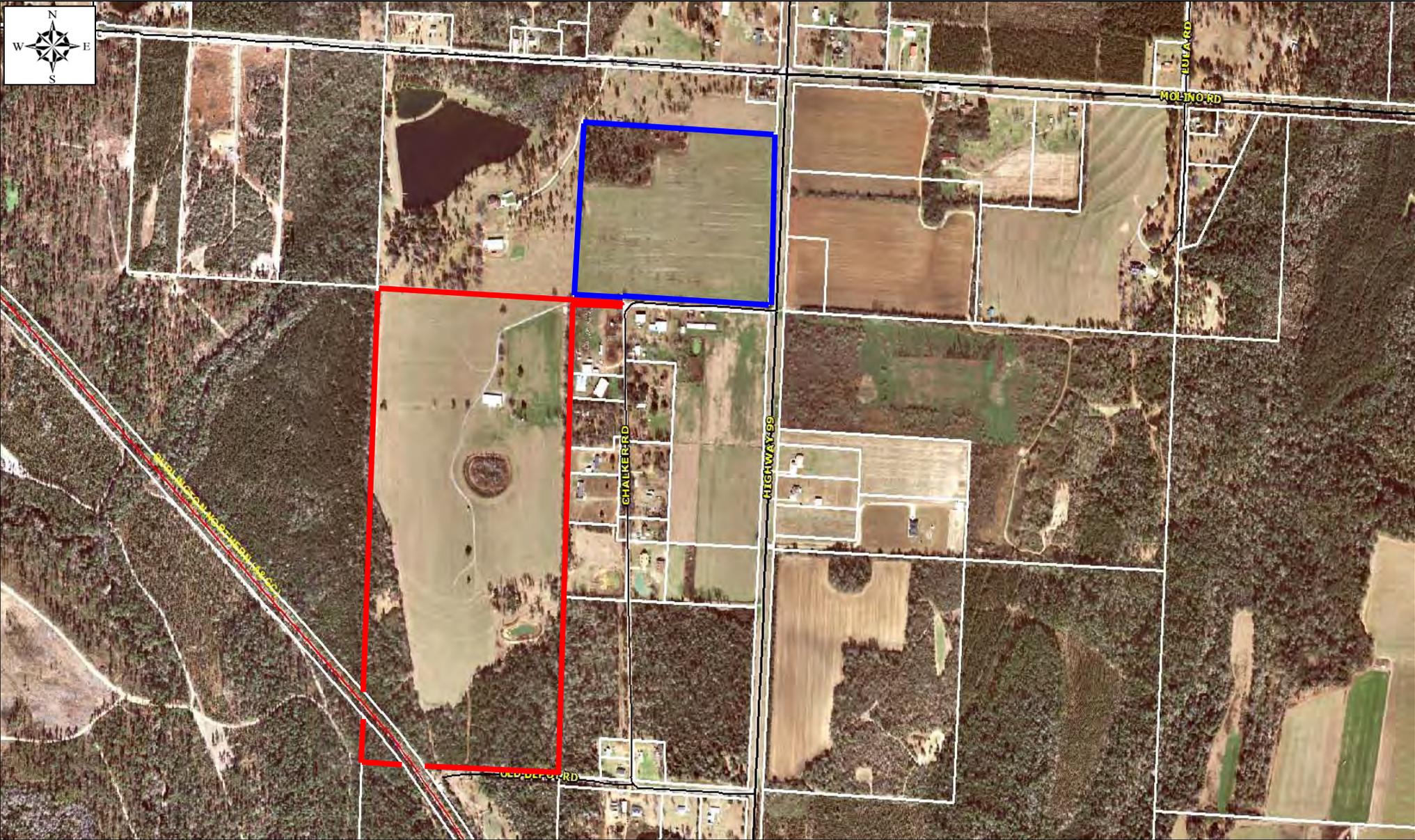
FINAL VALUE INDICATIONS:

"AS-IS" as of March 27, 2014

DIRECT SALES COMPARISON APPROACH

Macmurray Parcel 79.50ACRES	\$420,000
Gindl Parcel 28.69ACRES	\$117,000

PROPOSED PROPERTY ACQUISITIONS / 4-H PROJECT



 MacMurray Property @ 5600 Chalker Rd. / Approximately 79.5 Acres

 Gindl Property 5900 Block of Highway 99 / Approximately 28.7 Acres



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 03/10/14 DISTRICT 5



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6046

County Administrator's Report 12. 1.

BCC Regular Meeting

Discussion

Meeting Date: 04/29/2014

Issue: Acquisition of Real Property for the Delano/Herman Street Drainage Improvement Project

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of a Parcel of Real Property for the Delano/Herman Street Drainage Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board either approve or deny by super majority vote:

A. The purchase of a parcel of real property (approximately 0.34 acres), located at 2112 West Herman Street, for the Delano/Herman Street Drainage Improvement Project, from Ricky Lamar Blankenship, for the purchase price of \$25,000, which is above appraised value of \$18,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. The Contract for Sale and Purchase for the acquisition of a parcel of real property (approximately 0.34 acres), from Ricky Lamar Blankenship; and

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

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

BACKGROUND:

Escambia County has a long history of stormwater drainage problems in the Pace Boulevard/Herman Street/Delano Street area, including flooding of government and private facilities and damage to road and drainage infrastructure. The County is in the process of designing a project to alleviate some of these drainage problems. One of the major obstacles in designing a functioning stormwater drainage system for this area is the lack of property for stormwater retention purposes. The design process has revealed several areas where retention ponds could and/or need to be located. As these areas are identified, staff approaches owners to discuss the possible acquisition of these properties.

Three contiguous parcels of property located at the northwest corner of Herman Street and Pace Boulevard were identified as critical properties to be acquired for retention pond

purposes. Design has indicated that these properties are vital to the project, since the location and size of the retention area is controlled by the topography of the area and the scope of design of the stormwater drainage project. Staff has been successful in acquiring two of the parcels. The last parcel staff is trying to acquire is a 50' x 300' (1,500 square feet / 0.34 acres) parcel located between two other parcels the County has acquired. Unless staff is successful in acquiring this parcel the retention pond can not be constructed of sufficient capacity as designed. Therefore, staff is requesting the Board to consider approval to purchase a parcel of real property (approximately 0.34 acres) from Ricky Lamar Blankenship for the purchase price of \$25,000, subject to the terms and conditions contained in the Contract for Sale and Purchase.

BUDGETARY IMPACT:

Fund 352, "LOST III," Account 210107/56101/56301, Project No. 12EN1763

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

Attachments

Contract

Parcel information

appraisal

aerial view map

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between RICKY LAMAR BLANKENSHIP, whose address is 5422 Tomlinson Road, Pensacola, Florida 32505 ("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 \$25,000 (twenty five 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.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Seller shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Seller are not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller have no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain

binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Seller until closing.

17. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
1190 West Leonard Street, Suite 1
Pensacola, Florida 32501

TO SELLER:

Ricky Blankenship
5422 Tomlinson Road
Pensacola, Florida 32505

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Seller'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: _____

SELLER:

Witness

[Handwritten Signature]

Ricky Lamar Blankenship

Print Name

Date: 3/25/14

[Handwritten Signature]

Witness
William B. Rickburg

Print Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of March, 2014 by Ricky Lamar Blankenship, (fe) () is personally known to me, () produced current ESC. County Court ID ECC145B N001095 as identification.

(Notary)



[Handwritten Signature]

Signature of Notary Public
Armand L. Bugioli

Printed Name of Notary Public

Legal Description for Warranty Deed
from Ricky Lamar Blankenship

Parcel Reference Number: 09-2S-30-1100-000-173

Exhibit "A"

The West 50.00 feet of Lot 173, Hyer Place Subdivision according to plat recorded in Plat Book 1 at Page 92 of the public records of Escambia County, Florida. Sections 8 & 9, Township 2 South, Range 30 West, Escambia County, Florida.

Source: Escambia County Property Appraiser

Navigate Mode
 Account
 Reference

[Restore Full Page Version](#)

General Information

Reference: 092S301100000173
Account: 052831000
Owners: BLANKENSHIP RICKY L
Mail: 5422 TOMLINSON RD
 PENSACOLA, FL 32526
Situs: 2112 W HERMAN ST 32505
Use Code: SINGLE FAMILY RESID
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

2013 Certified Roll Assessment

Improvements: \$0
Land: \$5,130

Total: \$5,130
[Save Our Homes:](#) \$0

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
06/17/2013	7032	156	\$100	QC	View Instr
03/12/2013	6988	1993	\$2,800	TD	View Instr
09/1986	2282	17	\$100	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

W 50 FT OF LT 173 HYER PLACE PB 1 P 92 OR 7032 P 156...

Extra Features

None

Parcel Information

[Launch Interactive Map](#)

Section Map Id:
[09-2S-30-4](#)
Approx. Acreage:
 0.3400
Zoned:
 C-2
Evacuation & Flood Information
[Open Report](#)



Buildings

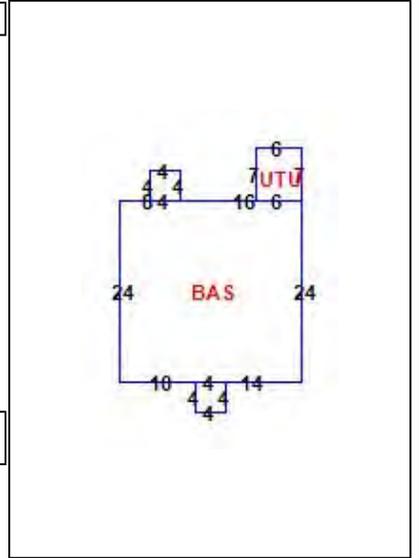
Building 1 - Address: 2112 W HERMAN ST, Year Built: 1950, Effective Year: 1950

Structural Elements

FOUNDATION-WOOD/NO SUB FLR
EXTERIOR WALL-VINYL SIDING
NO. PLUMBING FIXTURES-3.00
DWELLING UNITS-1.00
ROOF FRAMING-GABLE
ROOF COVER-COMPOSITION SHG
INTERIOR WALL-DRYWALL-PLASTER
FLOOR COVER-ASPHALT TILE
NO. STORIES-1.00
DECOR/MILLWORK-MINIMUM
HEAT/AIR-WALL/FLOOR FURN
STRUCTURAL FRAME-WOOD FRAME

Areas - 650 Total SF

BASE AREA - 576
OPEN PORCH UNF - 32
UTILITY UNF - 42



Images



1/8/10



3/15/11



12/23/02



1/26/12



12/17/12

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

2112 W Herman St
Pensacola, Florida 32505
Escambia County



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
Karen Johnson Registered Trainee #RI23797

G. DANIEL GREEN & ASSOCIATES, INC.

Appraisals, Sales, & Consulting

SIMPLIFIED SUMMARY APPRAISAL REPORT

SUBJECT PROPERTY

2112 W Herman St
Pensacola, Fl 32505

EFFECTIVE DATE

November 14, 2013

REPORT DATE

November 19, 2013

CLIENT/INTENDED USER(S)

Larry Goodwin
Real Estate Acquisition Manager
Escambia County Public Works Department
3363 West Park Place
Pensacola, Fl 32505

Prepared By:

G. Daniel Green, MAI, SRA
Certified General Appraiser RZ836

G. Daniel Green & Associates

103 Baybridge Drive
Gulf Breeze, Florida 32561
Telephone (850) 934-1797
Fax (850) 932-8679
appraisal@gdanielgreen.com

November 19, 2013

Larry Goodwin
Real Estate Acquisition Manager
Escambia County Public Works Department
3363 West Park Place
Pensacola, FL 32505

RE: 2112 W Herman St, Pensacola Fl 32505

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 Simplified 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 in the subject property based on a personal observation of the subject; information provided to our office; and the investigation and analyses undertaken; as of November 14, 2013, the Effective Date of this appraisal and the date of observation; subject to the attached assumptions and limiting conditions. The intended user is Escambia County Public Works Department, specifically Larry Goodwin. No other use of this report by any other entity or person is authorized.

We have analyzed the market value of the subject property based on our opinion of the highest and best use of the subject property. Subject to the assumptions, limiting conditions and certification set forth herein, it is our professional opinion the market value of the fee simple interest in the subject property as of November 14, 2013 is:

\$18,000
EIGHTEEN THOUSAND DOLLARS
MARKET VALUE
"AS IS"
NOVEMBER 14, 2013

Exposure Time: The exposure time linked to the final value opinion for subject property is estimated 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.



The following is a Summary Level Report of an appraisal utilizing the Direct Sales Comparison approach to value exclusively; the Cost approach is not pertinent to the valuation of the subject as the improvements associated with the subject are not new and therefore the calculation of depreciation becomes subjective. The Income Approach is applicable, but it is not necessary to arrive at a credible opinion of value for the existing use, especially in its current, vacant state. This appraisal 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, 2012 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 the 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.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "G. Daniel Green". The signature is fluid and cursive, with a horizontal line extending from the end of the name.

G. Daniel Green, MAI SRA
State-Certified General
Appraiser #RZ836

CONDENSED APPRAISAL

ASSIGNMENT INFORMATION					
Property Identification: 09-2S-3011-0000-0173 2112 W HERMAN ST Pensacola, FL 32505		Report Prepared By: G. Daniel Green MAI,SRA G. Daniel Green and Assoc. Inc. 103 Baybridge, Gulf Breeze, Florida 32561 850-934-1797 appraisal@gdanielgren.com		Report Prepared For (Client): Larry Goodwin Real Estate Acquisition Manager Escambia County Public Works Department 3363 West Park Place Pensacola, FL 32505	
Current Tax Assessment: \$5,130					
Owner: BLANKENSHIP RICKY L 5422 TOMLINSON RD PENSACOLA, FL 32526					
File Number: 13111976					
SALE, OPTION, LISTING AND OFFER HISTORY					
According to the public records researched, no sales indicated of subject in past 36 months.					
MARKET ANALYSIS					
Comments: The subject neighborhood was fully developed a number of years ago, and is beginning a slow redevelopment trend, prompted by both governmental and private projects. Most activity is focused along primary traffic arteries, although some larger tracts have been redeveloped at interior locations. This slow trend is expected to continue, based on continued traffic exposure along Pace Boulevard immediately to the west, and along Fairfield Drive to the south. Palafox Street, to the east is also a primary traffic artery which helps defined the eastern boundary of the neighborhood, with the intersection of Pace and Palafox to the north defining the northern end.					
PROPERTY DESCRIPTION					
Bldg Area (SF)	572- No Value	Occupancy (owner vs. tenant / %)	None		
Heated Area	Land Only	Zoning	C-2 General Commercial District		
Yr. Built	Land Only	Conformance to Zoning	Compliant		
Rem. Econ. Life	Land Only	Property Type	Land with Improvement		
Quality	Land Only	Current Use	Land with Improvement		
Condition	Land Only	Source of Bldg Area	Escambia County Property Appraiser		
Comments: The site is more or less level throughout, and is easily developable into its highest and best use. It has extremely narrow frontage, with extensive depth, which reduces the range of uses for the property significantly. The area is mixed in use, with predominant uses as light industrial, with interspersed residential, but virtually no new residential construction noted.					
HIGHEST AND BEST USE					
Comments: The physically possible uses are limited by the generally smaller size of the subject, with a total of 50 front feet and 300' of depth.					
Valuation - SALES COMPARISON APPROACH					
Characteristic	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4- Listing
Address	2112 W HERMAN ST Pensacola, FL 32505	ID# 09-2S-30-1100-001-075 2409 Delano St Pensacola FL 32505	ID# 17-2S-30-1400-001-069 2626 B N T Street Pensacola FL 32505	ID#09-2S-30-1001-000-129 3532 W St N Pensacola FL 32505	ID# 08-2S-30-3001-004-003 200 W Herman St Pensacola FL 32505
Seller:	None in the past five years	Quality Props Asset Mgmt Co	Steven L & Rita Dixon	Marco Stolfi	Agent – Beck Prop.
Buyer	None in the past five years	Robert E Dale	Don Williams	Mark Ciano	
Recording Information:	N/A	Public Records Bk/Pg 7012/1720	Public Records Bk/Pg 6960/1967	Public Records Bk/Pg 6971/1117	CMLS-Costar
Sale Date	None in the last five years	5/3/2013	1/10/2013	1/28/2013	Listing
Sale Price	N/A	\$25,000	\$95,800	\$100,000	\$75,000
Price/SF	N/A	\$2.30	\$5.50	\$2.64	\$1.09
Distance to Subject	N/A	2 Blocks-South	1 Mile	1.5 Mile	2 Blocks -East
Frontage	50' on Herman	+/- 98 ft on Delano St	+/- 37 Ft on T St	+/-139 Ft on N W St	146 Ft on W Herman

Site Area/Acres	14,810 SF+/-	10,890 SF+/-	17,424 SF+/-	37,897 SF+/-	68,825 SF+/-
Contributory Value	LAND ONLY	Minor Structures-Near Fully Depreciated	709 SF Structure in good cond.	LAND ONLY	Land Only
Zoning/Use	C-2	C-2	C-2	C-2	C-2
Overall Comparability to Subject:		Sl. Superior	Sl. Superior	Superior	Superior
Analysis of Sales and Reconciliation:		Sup.Frontage, Contributory Struct. Very sim. location	Sl. Sup. Location	Superior Location, Larger Site Size	Sl. Sup. Location, Superior Site Size, Listing

Date of Report: 11/19/2013

	Date of Inspection	Effective Date of Value	Interest Appraised	Market Value "As Is"
ASSIGNMENT CONDITIONS	11/14/2013	11/14/2013	Fee Simple	<u>\$18,000</u>

Identify / describe relevant conditions / assumptions pertinent to the valuation assignment (eg access, title, legal, etc.):

The subject has narrow frontage with extensive depth, and with a minimum 50' frontage, it's utility is limited. After consideration for minimal contributory improvements, Sale #1 is given greatest weight, supported by Sale #2 and Sale #3. The listing requires upward size adjustment, and slight downward location adjustment. With relative weight to each, the final opinion of value is supported at \$1.5/SF, or 14,810SF+/- x \$1.25/SF = \$18,512, rounded to \$18,000.

Escambia County Property Appraiser

092S301100000173 - Full Legal Description

W 50 FT OF LT 173 HYER PLACE PB 1 P 92 OR 7032 P 156 SEC 8/9 T 2S R 30

A flood zone map has been included. It appears to indicate that the subject is not located within a flood hazard zone.

SCOPE / INTENDED USE / INTENDED USER

This **SIMPLIFIED SUMMARY** appraisal report is presented in a **SUMMARY** format. The significant elements of scope included the following: The significant elements of scope included the following: Interior and exterior inspection of the subject and its environs, collection and analysis of data. The most probable buyer for the subject is an owner-user, and only the Sales Comparison Approach was used. It is the appraiser's opinion that the scope of research and analysis associated with this appraisal is adequate to produce a credible value conclusion that will serve the needs of the client.
As-Is Market Value

I have not completed any real estate related services relating to this property within the past 36 months.

The **intended use** of the appraisal report is to provide information for internal planning purposes of the client.

As- Is Market Value

Intended users of the report include:

Larry Goodwin, Real Estate Acquisition Manager, Escambia County Public Works Department, sole owner of the appraisal.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.
- This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the edition of the Uniform Standards of Professional Appraisal Practice current and FIRREA as of the date of the appraisal.
- I have not provided a previous service regarding the subject property within the prior three years.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant professional assistance to the person signing this report.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute.
- G. Daniel Green MAI, SRA, State-certified general appraiser #RZ836 conducted the on-site inspection.



GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

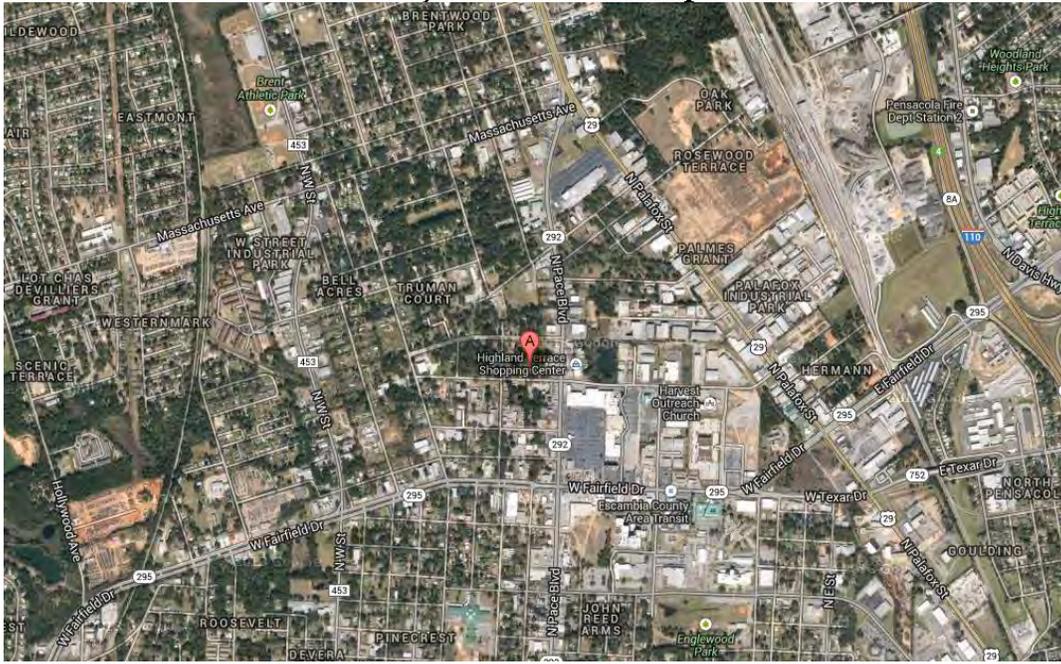
1. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
2. The property is appraised as though free and clear of any or all liens and encumbrances unless otherwise stated in this report.
3. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
4. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
5. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable.
6. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
7. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in this appraisal report.
8. It is assumed that all required licenses, certificates of occupancy consents, or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
9. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the **possibility** of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
10. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
11. No survey information was provided. The site sizes are taken from the Okaloosa County Property Appraiser's website. The improvement size and age were also taken from Tax Roll Data.

DEFINITION OF MARKET VALUE

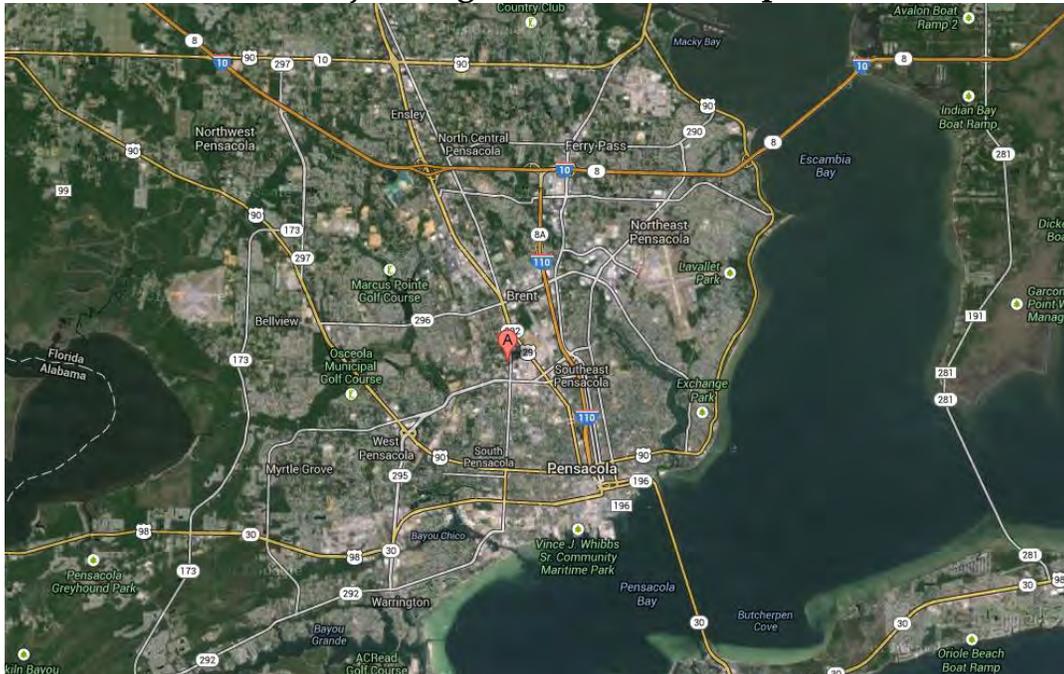
"Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider to be their own best interests;
3. A reasonable time is allowed for exposure to the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale." – Source: 12 CFR 34.42(g).

Subject Location Map



Subject Regional Location Map



PARCEL MAP PER ESCAMBIA COUNTY



AERIAL MAP PER ESCAMBIA COUNTY



PROPOSED PROPERTY ACQUISITION FOR DELANO/ HERMAN STREET DRAINAGE PROJECT



 **BLANKENSHIP PROPERTY / 50' X 300' = 1,500 SQUARE FEET (0.34 ACRES)**



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 04/15/14 DISTRICT 3



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6053

County Administrator's Report 12. 2.

BCC Regular Meeting

Discussion

Meeting Date: 04/29/2014

Issue: Request for Funding for the 2014 Gulf Coast Summer Fest

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request for Funding for the 2014 Gulf Coast Summer Fest - Amy Lovoy, Management and Budget Services Department Director

That the Board consider the request from Banks Enterprise, LLC, for \$50,000, to be funded from the 4th Cent Tourist Development Tax, for the 2014 Gulf Coast Summer Fest and approve a Purchase Order for this purpose.

BACKGROUND:

Banks Enterprises is requesting \$50,000 from the County that will be used to fund direct event expenses for the 2014 Gulf Coast Summer Fest. Direct event expenses will include but not be limited to payments for artists, stage, lighting, sound, etc.

BUDGETARY IMPACT:

The Board placed \$250,000 in the 4th Cent Tourist Development Tax reserves. These funds were to be allocated by the Board for events and other tourist promotion activities.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Should the Board vote to fund all or part of this request, staff will issue a purchase order to Banks Enterprises for this event.

Attachments

Gulf Coast Summer Fest Request

**Escambia County Tourist Development Council
Application For Event/Activity Funding**

**APPLICATION DEADLINE: Received by 5:00 pm, ~~August 5, 2011~~
E.C.T.D.C., 221 Palafox Place, Suite 400, Pensacola, FL 32502**

Applicant Organization BANKS ENTERPRISE, LLC

Contact

Person WILLIAM "CADILLAC" BANKS Title CEO

Organization Address 1372 BUTTONWILLOW TRL

City PENSACOLA Zip 32506 Telephone 850-393-3028 Fax 877-434-8825

Signature of President of Applicant Board or Representative *William C. Banks, Sr.*

Amount Requested \$ 50,000.00

Name of Event/Activity 2014 GULF COAST SUMMER FESTIVAL

Location of Event/Activity PENSACOLA CASINO BEACH, PENSACOLA BEACH, FLORIDA

Date(s) of Event/Activity AUGUST 30, 2014

Projected Attendance (paid) 8,000-10,000 (free) 2,000 Total 12,000

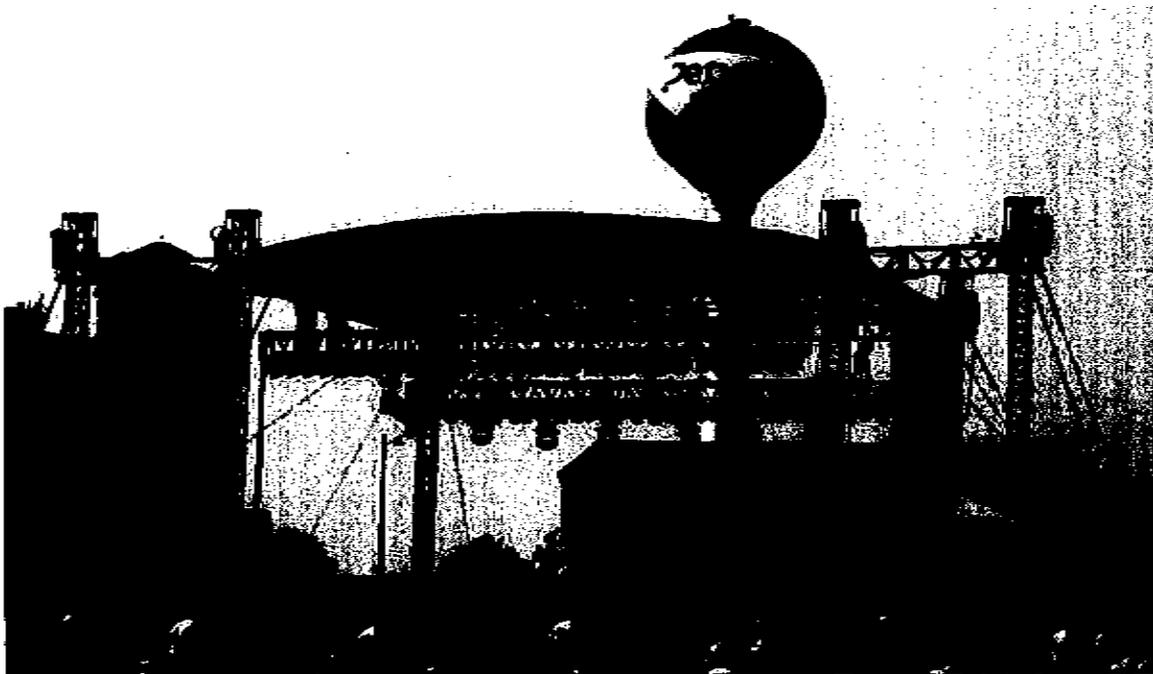
Paid ticketed event, list admission price(s) ADVANCE \$50, DAY OF SHOW \$65

Projected # of out of town visitors expected 3000-5000

Complete and attach a single spaced, typewritten narrative statement addressing each of the following. Use no more than the space noted.

- * Describe the event/activity including type(s) of programs, demographics of attendees, other sponsors. (1 page.)
- * Present a detailed marketing plan outlining how grant funds will be used:
 - Include in your media plan any proposed media purchases with reach/frequency details.
 - Include other promotional plans and activities. 2 pages.
 - See attached Statute 125.0104, Section 5 - Authorized Uses of Revenues.
- * Describe in detail your measurable goals and your plan for evaluation. 1 page.
- * Attach a detailed budget of all marketing and promotional expenditures, plus a detailed budget with income and expense for the event/activity. 2 pages.
- * Include your most recent annual financial statement, balance sheet and a list of your Board of Directors.
- * Include no more than three examples of support material demonstrating current marketing or promotional efforts.
- * Applicants should be prepared, on request, to make an in-person presentation to a TDC Application Review Committee following submission of the written Application.

Your application, if funded, is a legally binding contract with the Tourist Development Council and requires your organization to do as projected in the application. A Final Report should be submitted to the Chair of the TDC 60 days following conclusion of the event evaluating the activity and must include a detailed financial statement showing funds were spent as outlined in the application.



**Sponsorship Proposal
for the Escambia BOCC
& TDC regarding the
2014 Gulf Coast
Summer Fest at
Pensacola Beach**

Why we are here?

- Gulf Coast Summer Fest, LLC is seeking to produce an annual festival sponsorship from the BOCC and/or TDC that will be expanded in 2015. The 2014 Gulf Coast Summer Fest a 1-day music festival on Pensacola Beach.
- We are strategically growing this event to provide a “niche-market” African-American leisure tourism event which attracts affluent African-American tourist to Pensacola Beach.
- Pensacola Beach has the unique opportunity to attract this leisure traveler market-segment that has traditionally visited Hilton Head, S.C.; Miami; Destin; Tampa; Virginia Beach and Panama City Beach for “beach festival vacations.”
- The Gulf Coast Summer Fest organizers are developing the Summer Fest “brand” in 2014 and then the annual festival that will be expanded to provide a 2-3 day festival “shoulder season” event.

Who Are African-American Visitors?

- Compared to travelers overall, nearly three times as many African-American person-trips involve group tours. (8.5% vs. 3%)
- African-Americans are more likely to stay in hotels, motels, and bed & breakfast establishments than total travelers. (55% to 52%)
- The African-American travel market is one of the top three fastest growing segments in all areas of the industry.





- African-American travelers spend more than \$40 Billion yearly.

How Much do African-American Visitors Spend?

- The African-American market represents 45% of the \$90 Billion in total annual revenues generated from multicultural travel.
- At more than 40 million people, African-Americans account for 13.4 percent of the total

U.S. population, with a current spending power of \$798 billion annually that is projected to grow to \$1.2 trillion by 2014.

- Their travel expenditure is approximately \$40 billion annually, accounted for by seventy million person trips yearly,
- With 40% of person trips for leisure; 10% spending money on group travel,;
- With each spending about \$1,000 per person on travel excluding transportation.

Source: Black Meetings & Tourism 2012



What Did We Do at the 2013 Gulf Coast Summer Fest?



- Less than 90 days from SRIA Approval to deliver the Festival
- 10,000 – 12,000 Visitors from more than 40 different Cities in the South East
- 6,000 to 9,000 Room Nights
- More than 5,000 more tolls over 2012
- \$5,000,000 direct impact.

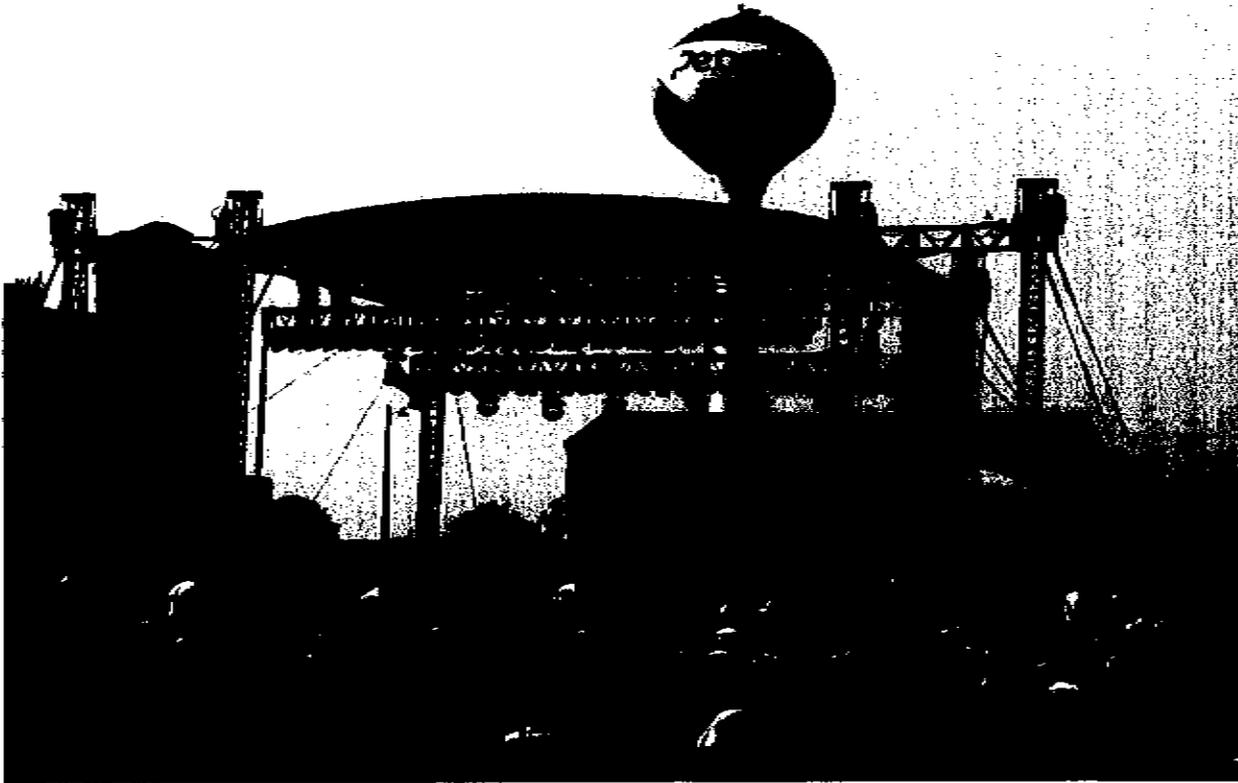
BOCC and/or TDC **Sponsorship Request**

- ❖ We are requesting \$50,000.00 from the BOCC and/or TDC that will be applied to a portion of these direct event expenses that will include, artists/talent primarily and then for stage, lighting, sound, and event staffing.
- ❖ We anticipate a total event budget of approximately \$250,000.00.
- ❖ Direct costs include: artists talent, show production, security, artist/staff accommodations, artist travel, advertising, marketing, brochures, posters, security, food/catering, stage, sound, lighting, venue preparation, pre-/post- concert activities, venue fencing, TV/Radio commercial production, beach clean-up, event staffing, porta-potties and other direct event related expenses.



Promotions and Advertising

- ✓ **The Gulf Coast Summer Fest** will be extensively advertised by a comprehensive advertising/marketing campaign executed with our sponsors and media partners.
- ✓ We have secured advertising support from Visit Pensacola that will include print, radio, digital/social media and television commercials in the primary target-markets of Houston, New Orleans, Birmingham and Atlanta markets.
- ✓ We will also include public relations/editorial articles in national publications targeting the African- American visitors and travelers.



BOCC Return-on-Investment

- This event will provide a “niche-market” festival event that will provide an additional **direct economic impact of \$5 - \$8 million** for the 2014 Labor Day Weekend.
- The BOCC or TDC will make between **\$400,000 - \$600,000** from total sales tax-revenues generated from increased food, beverage, hotel/accommodations

revenues for BOCC charged fees to businesses on Pensacola Beach.

- The TDC will make more than **\$1,800,000** in total room nights sold in Escambia hotel/accommodations and more than \$70,000 in additional Tourism- Development-Taxes.
- Additionally, this event will provide “destination positioning” of Pensacola Beach as an upscale, fun and welcoming “destination” for affluent multi-cultural leisure travelers.

Other Benefits to BOCC

- ✓ We are strategically growing the event to provide a “niche-market” tourism event which attracts affluent African-American tourist to Pensacola Beach and Downtown Pensacola to enhance the opportunity to attract this leisure traveler market-segment that has not traditionally visited the area.
- ✓ Develop multiple “shoulder season” entertainment events and festivals in other genres including country, rock and jazz for the BOCC to develop diverse and extensive year-round entertainment programming.

- ✓ This event provides an opportunity to develop a festival that competes with the Essence Music Festival that attracts +400,000 visitors and \$ +300 million economic impact for New Orleans each year during the 4th of July Weekend to New Orleans.





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6085

County Administrator's Report 12. 3.

BCC Regular Meeting

Discussion

Meeting Date: 04/29/2014

Issue: Termination of an Interlocal Agreement with the Santa Rosa Island Authority (SRIA) for Payment for Debt Service on Bonds

From: Grover Robinson, District 4 Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Termination of an Interlocal Agreement with the Santa Rosa Island Authority - Commissioner Grover C. Robinson, IV, District 4

That the Board consider terminating the 2002 Interlocal Agreement between Escambia County and the Santa Rosa Island Authority (SRIA) that requires the SRIA to make payments to the County, in the amount of \$600,000 annually, to assist in making debt service payments on loans issued by the County to restructure Via de Luna Drive.

BACKGROUND:

In 2002 the County issued bonds for the purpose of revamping Via de Luna Drive on Pensacola Beach. This bond through the interlocal agreement required the SRIA to pay \$600,000 annually towards repayment of these bonds. In 2011 the County refinanced these bonds. The debt payments on the current loan are made using about \$848,000 from Bob Sikes bridge tolls and \$600,000 from the SRIA.

Should the Board terminate this interlocal agreement, the SRIA would no longer be required to contribute towards this debt payment. The full debt payment of about \$1,048,000 annually would be made from Bob Sikes bridge tolls.

BUDGETARY IMPACT:

Toll revenues net of toll facility operations, bridge operations and maintenance and renewal and replacement funding is currently about \$1,500,000. If this action is approved, about \$1,480,000 would be used to make the debt service payment on the outstanding loan. This loan is expected to pay off in 2031.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SRIA Interlocal Agreement for Bond Repayment

55.00

COPY

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT made and entered into as of the first day of October, 2002, by and between **ESCAMBIA COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "County") and the **SANTA ROSA ISLAND AUTHORITY**, a public body corporate and politic organized and existing under the laws of the State of Florida (hereinafter referred to as the "Authority");

WITNESSETH:

WHEREAS, the Authority was created pursuant to Chapter 24500, Laws of Florida, Acts of 1947, as amended (the "Act"), for the purpose, among other things, of administering the development of Santa Rosa Island in Escambia County ("Pensacola Beach"); and

WHEREAS, the Authority currently administers Pensacola Beach on behalf of the County and the residents and inhabitants of the County and in connection therewith receives on behalf of the County certain lease revenues (the "Lease Revenues" as hereinafter defined by reference); and

WHEREAS, both the Authority and the County have the power to utilize certain revenues for development of tourism and improvement of the beach, the road system and recreational areas at Pensacola Beach; and

WHEREAS, the Authority and the County are authorized to enter into this interlocal agreement for the purpose of making the most efficient use of their shared powers and to provide services and facilities that will accord with the best economic factors influencing the needs and development of the community; and

WHEREAS, pursuant to a resolution adopted on September 30, 2002, (the "SRIA Resolution") the Authority has requested that the County issue its revenue bonds to finance a plan for economic development, and transportation and beach improvement at Pensacola Beach (the "SRIA Project"); and

WHEREAS, at the request of the Authority, the County has adopted Resolution R2002-162, (as amended and supplemented, the "Capital Improvement Bond Resolution"), authorizing the issuance of Capital Improvement Bonds in order to finance a portion of the SRIA Project relating to transportation, right-of-way beautification and utility relocation (the "Transportation Project") which resolution pledges Lease Revenues and Net Toll Revenues to the repayment of the Capital Improvement Bonds (the "Pledged Revenues");

WHEREAS, at the request of the Authority, the County has adopted Resolution R2002-163 (as amended and supplemented, the "Tourist Bonds Resolution") authorizing the issuance of the Tourist Revenue Bonds in order to finance a portion of the SRIA Project relating to beach nourishment (the "Beach Nourishment Project"); and

COPY

WHEREAS, the plan of finance for the repayment of the Capital Improvement Bonds and the Tourist Revenue Bonds (the "Beach Improvement Bonds") contemplates the use of Lease Revenues, the Net Toll Revenues and the Tourist Tax Revenues as described herein and in the SRIA Resolution (the "Plan of Finance"); and

WHEREAS, the Authority has determined and hereby agrees that the Plan of Finance furthers the purposes for which the Authority was created, and

WHEREAS, to assure the successful implementation of the Plan of Finance, the Authority desires to encumber its Lease Revenues for the payment of the Beach Improvement Bonds, and estimates that such Lease Revenues (i) will be sufficient to make the payments called for under the SRIA Resolution and this Agreement, and (ii) will be sufficient, together with the other Revenue Sources, to pay all required debt service on the Beach Improvement Bonds to maturity, and, in each case, still produce sufficient moneys to pay the maintenance and operating expenses of the Authority; and

WHEREAS, the parties wish to provide for the collection, transfer and administration of the Lease Revenues in accordance with the SRIA Resolution and the Capital Improvement Bond Resolution;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned parties agree as follows:

Section 1. Definitions. Terms defined in the foregoing preambles hereof shall have the meanings ascribed thereto in such preambles. Otherwise, all capitalized terms used herein which are defined in the Capital Improvement Bond Resolution, the Tourist Bonds Resolution or the SRIA Resolution shall have the meanings set forth therein unless the context hereof expressly requires otherwise. In addition, the following capitalized terms used herein shall have the meanings set forth below:

"Beach Improvement Bonds" or "Bonds" shall mean the Capital Improvement Bonds and the Tourist Revenue Bonds.

"Deficiency Amount" shall mean the amount, if any, by which the applicable Payment Requirement in respect of a Revenue Source for a month exceeds the amount available for deposit into the respective Revenue Fund from such Revenue Source in such month.

"Payment Requirement" shall mean, with respect to either the Tourist Revenue Bonds or the Capital Improvement Bonds, the amount required in each Fiscal Year to make the required deposits in respect of principal, amortization, premium, if any, and interest on such Bonds, and to make all other payments required to be made under the applicable Bond Resolution for such Bonds, including, without limitation, provision for reserves, Policy Costs and any amounts required to be paid to the Municipal Insurers.

COPY

"Payment Source" shall mean one of the Lease Revenues, the Net Toll Revenues or Tourist Tax Revenues.

"Revenue Source" shall mean with respect to the Capital Improvement Bonds, the Net Toll Revenues and, with respect to the Tourist Revenue Bonds, the Tourist Tax Revenues.

"Surplus Revenues" shall mean, for any month, the amount, if any, by which a Payment Source exceeds the amount of the Payment Requirement from such Payment Sources, as set forth on Schedule I for such month.

Section 2. SRIA Resolution. The Authority covenants with the County that it will comply with the provisions of the SRIA Resolution in all respects, including, without limitation, the provisions relating to the deposit, administration and application of Lease Revenues. So long as any Beach Improvement Bonds remain Outstanding, or there are any unpaid amounts due to the Municipal Insurers of any Beach Improvement Bonds, and so long as any amount remains outstanding under the SRIA Resolution, the Authority shall not incur or permit to be incurred any additional obligations in respect of borrowed money, payable from the Lease Revenues, except with the consent of the County, and, with respect to the Capital Improvement Bonds, only upon satisfaction of all conditions for the issuance of obligations encumbering any Pledged Revenues for such Capital Improvement Bonds, as set forth in the SRIA Resolution and the Capital Improvement Bond Resolution.

Section 3. Annual Budget. The Authority shall annually prepare, approve, and adopt by resolution, a detailed budget for its operations in accordance with its covenants in the SRIA Resolution. The annual budget shall provide for the payments from Lease Revenues to be made monthly to the County pursuant to Section 5 hereof.

All expenditures of Lease Revenues authorized under the annual budget, other than amounts authorized for payments due under the Capital Improvement Bond Resolution and the SRIA Resolution, shall be deemed subject to the prior application of such moneys to the payment of the Capital Improvement Bonds. The budget of the Authority shall be amended from time to time as necessary to reflect any additional payments required to be made from Lease Revenues to satisfy the requirements of the Capital Improvement Bond Resolution and the SRIA Resolution. Upon request of the County, the Authority shall submit a budget of the Lease Revenues which is separate and apart from the budget for the other operations and revenues of the Authority.

The County retains the right to approve the annual budgets of the Authority, and any amendments thereto, all as provided in Chapter 24500, as amended; *provided* that the County hereby covenants that it will not take any action in approving or rejecting the budgeting of Lease Revenues in any manner so as to adversely affect the availability or sufficiency of the Lease Revenues for payment of the Capital Improvement Bonds. The approval of the Authority's budget by the Authority or the County pursuant to the Act or Chapter 129, Florida Statutes, shall not limit or impair the security for the Capital Improvement Bonds, or adversely affect the right of the County, the Paying Agent, the Registered Owners of the Capital Improvement Bonds or the Capital Improvement Bonds Municipal Insurers to require payment from the Lease Revenues of all amounts necessary to fully satisfy all required payments under the

COPY

Capital Improvement Bond Resolution. The obligation of the Authority to make payments hereunder in respect of the Capital Improvement Bonds shall be prior and superior to the obligation to make any other payments to the County under this Agreement. In the event that there shall ever be insufficient Lease Revenues to enable the Authority to make all payments required under this Agreement or under the SRIA Resolution, the Lease Revenues shall in every case be applied first to satisfy all obligations then due in respect of the Capital Improvement Bonds, prior to application of such Lease Revenues to pay any other amounts called for herein, or under Schedule 1 attached hereto, or under the SRIA Resolution, or otherwise.

Section 4. Records. The Authority shall also keep books and records of the Lease Revenues which such books and records shall be accounted for separate and apart from all other records and accounts of the Authority. The County shall have the right at all reasonable times to require the Authority to furnish to it all records, accounts and data of the Authority relating thereto.

Section 5. Payment Requirements. (A) The amounts shown as the aggregate Payment Requirements on Schedule 1 attached hereto have been established as the expected Payment Requirements in respect of the Beach Improvement Bonds in each month of each Fiscal Year. It is agreed that, subject to the rights of the Bondholders and the Municipal Insurers to receive payments from the Pledged Revenues in respect of each issue of the Beach Improvement Bonds, such Payment Requirements shall be allocated for payment from among the several Payment Sources as provided on Schedule 1. It is expected that each of the Payment Sources described in the Bond Resolutions will produce Surplus Revenues. In the event in any month the actual aggregate Payment Requirement for the Beach Improvement Bonds for such month (exclusive of requirements for past deficiencies) exceeds the amount shown on Schedule 1, the amount shown on Schedule 1 for such year shall be increased to equal the Payment Requirement, and there shall be allocated to each respective Payment Source for such month, for payment from such Payment Source, the proportionate share of such excess amount. Such increase in the Schedule 1 Payment Requirements to each of the Revenue Sources for such month shall be in proportion to the Payment Requirements from each Revenue Sources as shown for such month on Schedule 1 (including any continuing adjustments as may have theretofore been made to Schedule 1 in prior months pursuant to this Section).

(B) In any month in which Surplus Revenues exist in every Revenue Sources of the Pledged Revenues, the County and the Authority agree that the amount to be deposited for such month in the Revenue Funds from Lease Revenues shall be the amount shown in respect of "Lease Revenues" for such month on the then current Schedule 1, which shall include any adjustments thereto as provided in this Section (as so adjusted, the "Applicable Schedule 1"). The amount shown in each month as "Lease Revenues" in the Applicable Schedule 1 shall be remitted to the County by the Authority from the first available Lease Revenues in such Fiscal Year.

(C) Any provision hereof to the contrary notwithstanding, the Authority agrees to appropriate, by amendment if necessary, from time to time and pay over to the County in each month in which there are any Deficiency Amounts with respect to a Revenue Source, additional Lease Revenues in the amount equal to such Deficiency Amount. Any Deficiency Amounts so paid by the Authority from Lease Revenues shall

COPY

thereafter be repaid to the Authority, only from Surplus Revenues constituting the first Revenue Sources thereafter received by the County which are eligible for use for such repayment and which remain available in any month after all required deposits to the funds and accounts under the Bond Resolutions (including any deficiencies in prior payments) have been made in such month.

(D) In the event in any month there is a Deficiency Amount with respect to the Lease Revenues, the Payment Requirement from Lease Revenues for the next ensuing month shall be increased by such Deficiency Amount, and if not paid in such ensuing month shall continue to be carried forward month to month and cumulatively, until all Deficiency Amounts in the Lease Revenues have been paid in full.

Section 6. Term. This Agreement will remain in full force and effect from the date of its execution until such time, as the Beach Improvement Bonds are no longer deemed outstanding under the Bond Resolution and all amounts payable to the Municipal Insurers have been paid in full, will remain in full force and effect until all other amounts payable by the Authority have been paid in full.

Section 7. No Impairment; Contract with Bondholders. (A) This Agreement shall not be amended, modified, revoked, cancelled or otherwise terminated by the parties prior to payment in full of all Beach Improvement Bonds, and payment of any amounts due and owing to the Capital Improvement Bonds Municipal Insurers in connection therewith. Neither party shall take or permit to be taken any action that would impair the obligation of the Authority to comply with the SRIA Resolution or to collect, receive, hold, pay over and deliver to the County the Lease Revenues in amounts sufficient, together with the other sources of Pledged Revenues on deposit in the Sinking Fund for the Beach Improvement Bonds, to make all required payments under the Capital Improvement Bond Resolution and the SRIA Resolution relating to the Tourist Revenue Bonds.

(B) Nothing herein shall be deemed to in any way limit or impair the rights or security of the Paying Agent, the Registered Owners of the Capital Improvement Bonds, and the Capital Improvement Bonds Municipal Insurers in and to the full amount of all Pledged Revenues for the Capital Improvement Bonds. The payment arrangements between the County and the Authority which are described herein are strictly for the purpose of administrative efficiency and convenience, so as to reduce the necessity for transfers of funds when Surplus Revenues exist.

(C) Recognizing that the obligations of the Authority hereunder will be relied upon by the holders and owners of the Capital Improvement Bonds, and the insurers and guarantors, if any, with respect thereto, the parties hereto each hereby represent that they have all requisite power and authority to enter into this Interlocal Agreement and further agree that this instrument shall constitute a contract for the benefit of such Capital Improvement Bonds; and such holders and owners, and the insurers and guarantors, if any, of the Capital Improvement Bonds, shall be entitled to enforce this instrument in accordance with its terms.

Section 8. Delegation of Certain Powers Relating to Beach Erosion. Pursuant to Section 3(a) of Chapter 24500, Laws of Florida, Section 163.01, Florida

COPY

Statutes (2001), and Section 125.01(p), Florida Statutes (2001), the County delegates to the Authority the County's express and implied powers relating to beach erosion enumerated in Chapter 161, Florida Statutes, and those express and implied powers relating to beach erosion enumerated in Chapter 125, Florida Statutes, except that the County retains to itself all express and implied powers of eminent domain and all express and implied powers to issue revenue bonds or certificates; provided further, that in the event the Authority exercises any of the powers delegated to it in this Section 8 during the life of the Bonds, any and all revenues generated by such exercise must be remitted to the County and applied toward the payment of debt service on the Bonds in addition to any other monies to be so used.

Section 9. Reservation of Rights. This Agreement is not intended to memorialize all understandings or agreements, between the parties regarding the Lease Revenues, and each party hereto reserves its rights with respect to matters not addressed in or contemplated by this Agreement. Nothing herein shall constitute any waiver of such future rights.

Section 10. Effective Date. This agreement shall take effect upon the issuance of the Beach Improvement Bonds. All filings required by Chapter 163, Part I, Florida Statutes shall be made by the County.

COPY

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed and attested in their behalf by the duly authorized officers thereof, and their respective seals to be impressed hereon, all as of the day and year first above written.

ESCAMBIA COUNTY, FLORIDA

By *Morie Young*
Chairman

(SEAL)

ATTEST:

Clerk

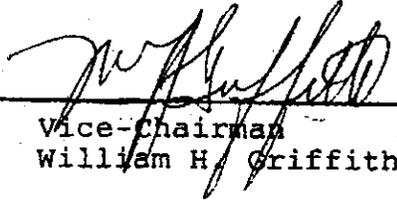


ATTEST: *NIE LEE MAGAHA*
CLERK OF THE CIRCUIT COURT
Doris Harris
DEPUTY CLERK

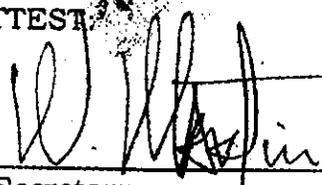
COPY

SANTA ROSA ISLAND AUTHORITY



By: 
Vice-Chairman
William H. Griffith

ATTEST


Secretary
W. McGuire Martin



COPY

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, Melisse K. Sellers, a Notary Public in and for the said County in the State aforesaid, do hereby certify that William H. Griffith, personally known to me to be the same person who is Vice-Chairman of Santa Rosa Island Authority, and that W. McGuire ~~Martin~~, personally known to me to be the same person who is the Secretary of the Santa Rosa Island Authority, each subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said Santa Rosa Island Authority, and as their own free and voluntary act, for the uses and purposes therein set forth and took an oath.

Given under my hand and notarial seal this 1st day of October, 2002.

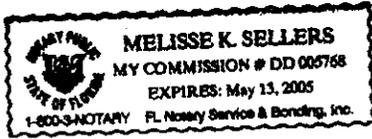
Melisse K. Sellers
Notary Public

(SEAL)

My Commission Ends: May 13, 2005

Name: Melisse K. Sellers

Address: 1 Via de Luna
Pensacola Beach, Florida



COPY

Tourist Development Tax Bonds Repayment Schedule

Schedule 1-A: Tourist Development Revenue Bonds Repayment Schedule

	Debt Service Annual Requirement	SRIA	Passes	TDC/Civic Cnt Portion	TDC Beach Portion	Interest @ 2%	Summary
2003	\$775,450	560,000	195,000	564,000		10,871	543,550.00
2004	\$1,426,750	560,000	195,000	564,000		8,933	446,671.00
2005	\$1,429,950	560,000	195,000	564,000	500,000	16,893	844,654.42
2006	\$1,427,750	560,000	195,000	564,000	515,000	25,356	1,267,797.51
2007	\$1,424,375	560,000	195,000	564,000	530,450	34,365	1,718,228.46
2008	\$1,428,015	560,000	195,000	564,000	546,364	43,799	2,189,941.53
2009	\$1,423,310	560,000	195,000	564,000	562,754	53,844	2,692,184.76
2010	\$1,430,260	560,000	195,000	564,000	579,637	64,288	3,214,405.50
2011	\$1,425,190	560,000	195,000	564,000	597,026	75,391	3,769,529.75
2012	\$1,423,350	560,000	195,000	564,000	614,937	87,110	4,355,507.28
2013	\$1,429,525	560,000	195,000	564,000	497,034	96,583	4,829,126.43
2014	\$1,427,250			564,000		81,249	4,062,458.96
2015	\$1,432,100			564,000		65,512	3,275,608.13
2016	\$1,424,850			564,000		49,605	2,480,270.30
2017	\$1,427,050			564,000		33,337	1,666,825.70
2018	\$1,422,250			564,000		16,838	841,912.22
2019	\$1,422,750			564,000		0	0.46
Totals	23,600,175	6,160,000	2,145,000	9,588,000	4,943,202	763,973	23,600,175

COPY

Tourist Development Tax Bonds Repayment Schedule

26%	9%	41%	21%	3%	100%
Refunding	New Money Civic Center Vic Loan	New Money Beach	Total Bonds		
3,910,000	2,975,000	10,000,000	16,885,000		
23%	18%	59%	1		
	41%	59%			

COPY

**Schedule 1-B: Capital Improvement Revenue Bonds, Series 2002
 Repayment Schedule**

Description	Interest 4.30%	Toll Revenue	Lease Fees	Transportation
Proceeds				23,000,000
Issue Costs				444,279
Total Debt				23,444,279

2,003	1,008,104	1,365,600	40,000	23,046,783
2,004	991,012	1,365,600	40,000	22,632,195
2,005	973,184	1,365,600	40,000	22,199,779
2,006	954,591	1,365,600	40,000	21,748,770
2,007	935,197	1,365,600	40,000	21,278,367
2,008	914,970	1,365,600	40,000	20,787,737
2,009	893,873	1,365,600	40,000	20,276,010
2,010	871,868	1,365,600	40,000	19,742,278
2,011	848,918	1,365,600	40,000	19,185,596
2,012	824,981	1,365,600	40,000	18,604,977
2,013	800,014	1,365,600	40,000	17,999,390
2,014	773,974	805,600	600,000	17,367,764
2,015	746,814	805,600	600,000	16,708,978
2,016	718,486	805,600	600,000	16,021,864
2,017	688,940	805,600	600,000	15,305,204
2,018	658,124	805,600	600,000	14,557,728
2,019	625,982	805,600	600,000	13,778,110
2,020	592,459	805,600	600,000	12,964,969
2,021	557,494	805,600	600,000	12,116,863
2,022	521,025	805,600	600,000	11,232,288
2,023	482,988	805,600	600,000	10,309,676
2,024	443,316	805,600	600,000	9,347,392
2,025	401,938	805,600	600,000	8,343,730
2,026	358,780	805,600	600,000	7,296,911
2,027	313,767	805,600	600,000	6,205,078
2,028	266,818	805,600	600,000	5,066,296
2,029	217,851	805,600	600,000	3,878,547
2,030	166,778	805,600	600,000	2,639,725
2,031	113,508	805,600	600,000	1,347,633
2,032	57,948	805,600	600,000	-19

RCD Oct 09, 2002 03:26 pm
 Escambia County, Florida

ERNIE LEE MAGAHA
 Clerk of the Circuit Court
 INSTRUMENT 2002-015246



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5987

County Attorney's Report 12. 1.

BCC Regular Meeting

Action

Meeting Date: 04/29/2014

Issue: Escambia County Contractor Competency Board Rules and Procedures

From: Kerra Smith, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of the Escambia County Contractor Competency Board Rules and Procedures

That the Board approve the Escambia County Contractor Competency Board Rules and Procedures.

BACKGROUND:

At its February 6, 2014 meeting, the Board directed the County Attorney and staff to work at developing a competency board policy that specifically requires the Competency Board to hear valid cases, regardless of outside influences. Additionally, the Contractor Competency Board desires to enact Rules and Procedures to aid the board in ensuring that its meetings and disciplinary hearings are carried out in an orderly and consistent manner.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Rules and Procedures were reviewed and approved by Assistant County Attorney, Kerra A. Smith.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Rules and Procedures will be made available on the Building Inspection Department's website and The Contractor Competency Board's Notices will be amended to direct parties to the Rules and Procedures on the website.

Attachments

Draft CCB Procedures

02/06/14 BCC Resume

1 Secretary shall perform the normal duties of a secretary and such other duties
2 as the Board may reasonably require.
3

4 C. The Board shall be advised and represented by the County Attorney.
5

6 **Section 5. Duties of Officers.** The duties and power of the officers of the
7 Board shall be as follows:
8

9 A. Chairman:

- 10 1. To preside at all meetings of the Board;
- 11 2. To call special meetings of the Board in accordance with these Rules and
12 Procedures;
- 13 3. To sign documents within the purview and authority of the Board;
- 14 4. Represent the board in all recommendations to the Board of County
15 Commissioners and attend all appeal hearings before the Board of County
16 Commissioners; and,
17
- 18 5. To see that all actions of the Board are properly taken.
19
20
21

22 B. Vice Chairman:
23

24 During the absence, disability or disqualification of the Chairman, the Vice
25 Chairman shall exercise or perform all of the duties and responsibilities of the
26 Chairman.
27
28

29 C. Board Secretary:

30 The Board Secretary shall attend all meetings of the Board, and keep the
31 minutes of each board meeting. The board minutes shall reflect all motions
32 made at the meeting, and the basic rationale given in support or opposition of
33 the motion, if stated by the board, as well as the outcome of all matters before
34 the board. The Minutes of each meeting shall be printed and distributed to
35 Members for approval at the next calendared meeting and shall be
36 maintained as a permanent record in compliance with Florida Retention Laws.
37
38

39 **PART IV: MEETINGS**
40

41 **Section 6. Annual Meeting.** The annual meeting of the Board shall be held
42 during the regular board meeting in the month of September. Such meeting shall be
43 devoted to the election of officers for the ensuing year, approval of the Board's Annual
44 Report to be submitted to the Board of County Commissioners, and such other business
45 as shall be scheduled by the Board.
46

1 **Section 7. Regular Meetings.** Regular meetings of the Board shall be held on
2 the first Wednesday of each month at 9:00 a.m. at the Escambia County Central Office
3 Complex located at 3363 West Park Place, Pensacola, Florida. The time and location
4 of meetings may be changed by the Chairman, provided that reasonable advance
5 notice is given to each Member and the public in accord with Florida's Sunshine Law.
6

7 **Section 8. Quorum.** A simple majority of the members shall constitute a
8 quorum. In the event that a quorum of Members is not present for a scheduled meeting,
9 such meeting will be rescheduled as soon as possible, consistent with notice
10 requirements.
11

12 **Section 9. Notice of Inability to Attend Meeting.** Each Board member that will
13 not be able to attend a scheduled meeting shall, at the earliest possible opportunity,
14 advise the Board Secretary. The Board Secretary shall notify the Chairman in the event
15 that projected absences will produce a lack of a quorum. If any appointed Member of
16 the Board fails to attend three (3) unexcused consecutive regularly scheduled meetings
17 or five (5) of twelve (12) regular or special meetings or workshops of the Board, the
18 Board Secretary shall notify the County Administrator, who shall take those steps
19 necessary to fill the vacancy.
20

21 **Section 10. Voting.** At all meetings of the Board, each Member attending shall
22 be required to cast a vote on all matters requiring action by the Board. Any member
23 who stands to receive a special private gain or loss, as defined by the Florida
24 Commission on Ethics, as result of the outcome of a matter before the Board must
25 recuse themselves from voting on the matter. The Member should consult with the
26 County Attorney's office on whether such a conflict exists. In the event of a conflict
27 involving a special private gain or loss, the required conflict form must be completed
28 and made a part of the minutes. The existence of a conflict and any recusal shall be
29 recorded in the minutes of the Board.
30

31 **Section 11. Rules of Procedure.** All meetings of the Board shall be conducted
32 with *Robert's Rules of Order Revised* as a guideline. The Board shall be governed by
33 the Florida Sunshine Law, Public Records Law, the Escambia County Contractor
34 Licensing Ordinance, Chapter 162, Florida Statutes, and these Rules and Procedures.
35

36 **Section 12. Deadline for Agenda.** The deadline for placement of an item on
37 the Board's agenda shall be seven (7) calendar days prior to any scheduled meeting.
38 Items may be added to the agenda after the deadline only at the request of the board,
39 or upon a showing of good cause, as determined by the Board.
40
41

1 **Section 13. Proceedings.**
2

3 A. The order of business, unless otherwise adopted by the members present, at
4 all regular meetings shall be as presented on the duly advertised Agenda
5 Items as follows:
6

- 7 1. Call to Order.
- 8
- 9 2. Determination of Quorum.
- 10
- 11 3. Proof of Publication.
- 12
- 13 4. Approval of Minutes of previous meetings.
- 14
- 15 5. Public Forum.
- 16
- 17 6. Board Secretary Status Report.
- 18
- 19 7. Agendaed items.
- 20
- 21 8. Adjournment.
- 22

23 B. The Chairman may, for reasons stated to all in attendance, vary from the
24 order of the Agenda.
25

26 **Section 14. Notice and Service of Process.**
27

- 28 1. Notice of Hearings or proceedings before the Board shall incorporate and set
29 out the following:
30
 - 31 a. The name of the complainant if other than the Board;
 - 32 b. The name of the respondent;
 - 33 c. The nature of the hearing or proceeding;
 - 34 d. The time, date and place of the hearing or proceeding;
 - 35 e. A statement that “failure to attend may result in an order being issued
36 adverse to the respondent’s interest;”
 - 37 f. That each party may be represented by counsel; and
 - 38 g. That each party shall be given an opportunity to present witnesses and
39 evidence in support of their position, and
40
41
42
43
44
45
46

- 1 h. A conspicuous statement reflecting the requirements of Chapter 286,
2 Florida Statutes, in that any person who decides to appeal any decision
3 made by the Board with respect to any matter considered at a hearing, will
4 need a record of the proceeding, and may need to ensure that a verbatim
5 record of the proceeding is made, which record includes the testimony and
6 evidence upon which the appeal is to be based.
7
- 8 2. All notices, including but not limited to complaints, notice of violations and
9 notice of hearings, as required by law, shall be served by:
- 10
- 11 a. Hand delivery to the respondent, or by leaving the notice at the
12 respondent's usual place of residence with any person residing therein
13 who is older than fifteen (15) years of age and informing the person of the
14 contents of the notice;
15
- 16 b. Hand delivery to a manager or other person in charge if service is being
17 made upon a business organization; or
18
- 19 c. Certified mail, return receipt requested. When a person cannot be served
20 by hand delivery or certified mail and after a diligent search and inquiry,
21 then service is sufficient if made by publication of the notice of hearing in a
22 newspaper of general circulation in Escambia County, once a week for
23 four consecutive weeks.
24
- 25 3. Service of notices by hand delivery shall be made by an officer authorized to
26 serve process under the laws of the state of Florida or by authorized staff
27 employed by the Building Inspections Department, Investigations Division.
28

29 **Section 15. Disciplinary Hearings.**
30

- 31 1. The Board, at a duly advertised regular meeting will make the final
32 determination to discipline a registered contractor, certified contractor or local
33 specialty contractor found in violation of the Escambia County Contractor
34 Licensing Ordinance, state laws regulating the construction industry, or any
35 other applicable law.
36
- 37 2. The Chairman shall call the proceeding to order and announce that the
38 hearing has begun. The Chairman or County Attorney shall explain the rules
39 concerning procedure, testimony, and admission of evidence.
40
- 41 3. The Board Secretary shall swear in all witnesses who are to testify at the
42 hearing.
43
- 44 4. The Board may revoke, suspend, or deny the issuance or renewal of the
45 certificate of a contractor, place a contractor on probation, or reprimand or
46 censure, or any combination thereof if the contractor, or if the business entity

1 or any general partner, officer, director, trustee, or member of a business
2 entity for which the contractor is a qualifying agent, is found guilty of any of
3 the acts outlined in the Escambia County Contractor Licensing Ordinance,
4 Chapter 489, Florida Statutes, or any other applicable law.
5

- 6 5. The Board may impose a fine not to exceed \$5,000.00, order restitution and
7 assess reasonable investigative and legal costs associated with the
8 prosecution of violations, pursuant to Sections 489.127 and 489.131, Florida
9 Statutes, and the Escambia County Contractor Licensing Ordinance. Any
10 fines, restitution and costs so imposed shall be in addition to any other
11 discipline authorized in this section.
12
- 13 6. The Board shall not continue, delay, or suspend any action due to any other
14 jurisdictional proceeding that is pending between an alleged violator and
15 complainant, including civil litigation.
16

17 **Section 16. Hearing Procedures.**
18

- 19 1. The general procedure for hearings before the Board shall be in such form as
20 shall be approved by the office of the County Attorney and each party shall
21 have the following rights:
22
- 23 a. To call and examine witnesses;
 - 24
 - 25 b. To introduce exhibits;
 - 26
 - 27 c. To cross-examine opposing witnesses on any relevant matter even though
28 the matter was not covered under direct examination;
 - 29
 - 30 d. To impeach any witness regardless of which party first called him/her to
31 testify; and
32
 - 33 e. To rebut the evidence.
34
- 35 2. Each case before the board shall be presented by a member of the board's
36 staff or the County Attorney. For hearing purposes, the parties shall consist of
37 the board's staff or the County Attorney and the alleged violator. A
38 Complainant, who is anyone other than the board, shall be considered a
39 witness in the prosecution of the complaint.
40
- 41 3. All documents, photographs, exhibits, or any other evidence, other than
42 sworn testimony, which is to be considered by the Board at a disciplinary
43 hearing, must be submitted to the Board Secretary no later than seven (7)
44 calendar days prior to the date of the hearing. Documents, photographs,
45 exhibits, or other evidence that is submitted after the deadline will be

1 considered by the Board only upon a showing of good cause, as to be
2 determined by the Board.

- 3
- 4 4. Any interested person or entity may make application and upon good cause
5 shown may be allowed by the Board to intervene and appear in a proceeding
6 before the Board.
- 7
- 8 5. Either party may request that a hearing be continued for good cause. A
9 request for continuance must be made in writing no later than five (5)
10 calendar days before the hearing date. The Chairman may determine
11 whether or not to grant a request for continuance that has been timely filed. A
12 request for continuance filed after the deadline shall be determined by the full
13 board.
- 14
- 15 6. A hearing may be held upon giving no less than ten (10) days notice to the
16 respondent.
- 17
- 18 7. If the contractor does not testify on his or her own behalf, he or she may be
19 called and examined regarding the alleged violations.
- 20
- 21 8. The Board members and its attorney may question or recall any witness and
22 ask questions relevant to the alleged violations.
- 23
- 24 9. At the end of the hearing, each party shall have five (5) minutes for a closing
25 statement, if so desired. The Chairman shall close the hearing and the Board
26 will begin deliberations after which a decision will be rendered by vote. No
27 further testimony or other evidence will be heard after the hearing has been
28 closed, except as provided under number eleven (11) below.
- 29
- 30 10. The County Attorney will advise the Board as to the applicable law and the
31 factual findings that must be made to properly determine the matter before
32 the board.
- 33
- 34 11. The Board will conduct open deliberations. The Chairman shall have the
35 discretion to reopen the proceeding for additional testimony or argument by
36 the parties when an outcome substantially different than either the granting or
37 denial of an application is being considered. After deliberations, a vote shall
38 be taken to determine whether to approve or deny the matter, if applicable, or
39 determine whether violations have been proven, and if so, what discipline
40 shall be imposed.
- 41
- 42 12. All hearings shall be open to the public.
- 43
- 44

45 **Section 17. Evidence.**

46

- 1 1. Formal rules of evidence shall not apply, but fundamental due process shall
2 be observed and shall govern the proceedings.
3
- 4 2. Irrelevant, immaterial, harassing, defamatory or unduly repetitive evidence
5 may be excluded by the Board Chairman, but all other evidence of a type
6 commonly relied upon by reasonably prudent persons in the conduct of their
7 affairs shall be admissible, whether or not such evidence would be admissible
8 in a court of law in Florida. Any part of the evidence may be received in
9 written or other form(s) as allowed by law.
10
- 11 3. All testimony of parties and witnesses shall be made under oath. Either party
12 may invoke the rule of sequestration prior to any testimony being taken.
13
- 14 4. Hearsay evidence may be used for the purpose of supplementing or
15 explaining other evidence, but it shall not be sufficient in itself to support a
16 disciplinary finding unless it would be admissible over objection in a civil
17 action.
18
- 19 5. Documentary evidence may be presented in the form of a copy or the original.
20 Upon request, parties shall be given an opportunity to compare the copy with
21 the original.
22
- 23 6. The opposing party shall be permitted to conduct cross-examination when
24 testimony is taken or documents are made a part of the record.
25
- 26 7. The rules of privilege shall be effective to the same extent that are now or
27 hereafter may be recognized in civil actions.
28
- 29 8. The Board shall insure that a full record of the hearing is preserved through
30 electronic means, which record shall be public and open to inspection and
31 transcription by any person.
32
- 33 9. The County Attorney shall advise the Board as to the propriety and
34 admissibility of evidence presented at a hearing before the Board.
35

36 **Section 18. Orders of the Board.**
37

- 38 1. After due public hearing, the Board shall orally issue its ruling based upon a
39 preponderance of the evidence. All written Orders shall contain findings of
40 fact and conclusions of law.
41
- 42 2. If, at the conclusion of a hearing, the Board orders the dismissal of the
43 complaint, the Board shall state the basis for dismissal and issue an Order
44 dismissing the complaint.
45

- 1 3. To establish a cause of action under this article, the code of ordinances, or
2 the laws of the State of Florida, it need not be shown that any person was
3 actually injured.
4
- 5 4. An Order, decision, or opinion of the board may be appealed as provided by
6 the Escambia County Contractor Licensing Ordinance, and Chapter 162,
7 Florida Statutes.
8

9 **Section 19. Amendments.** These Rules and Procedures may be amended at
10 any meeting of the Board, only to the extent consistent with County Resolution and
11 provided that notice of said proposed amendment is given to each member in writing at
12 least five (5) business days prior to said meeting and the action is ratified by the Board
13 of County Commissioners.
14

15 **Section 20. Relation to County Commission Resolution and State Laws.**
16 Any section or provision of any section of the Rules and Procedures as adopted by the
17 Board which conflicts with County Resolution or State law shall have no force and
18 effect, and shall not affect the validity of the balance of these Rules and Procedures.
19

20 **Section 21. Matters referred by the Board of County Commissioners.**
21 Matters referred to the Board by the Board of County Commissioners shall be placed on
22 the calendar for consideration and action at the first meeting of the Board after such
23 referral.
24

25 **Section 22. Effective Date.**
26 These Rules and Procedures shall become effective immediately upon ratification by
27 the Escambia County Board of County Commissioners.
28

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

11. 5:31 p.m. Public Hearing ▶

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried unanimously, dropping the Public Hearing for consideration of adopting a new Natural Gas Franchise Ordinance for the Town of Century, Florida (*granting the Town of Century an exclusive franchise to construct, maintain, and operate a natural gas distribution system in that portion of Escambia County for which a franchise was granted in 1968 to the Town of Century [then known as the Town of South Flomaton]*).

Speaker(s) – None.

12. 5:32 p.m. Hearing ▶

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, that the Board "turn down" the Competency Board's decision that granted a Motion of Stay filed by the Respondents in this matter, and to specifically ask the Competency Board to hear this matter during the normal course of operation in its upcoming meetings, and the motion failed 2-3, with Commissioner Barry, Commissioner May, and Commissioner Robinson voting "no," relative to the recommendation that the Board uphold the Contractor Competency Board's decision of December 11, 2013, whereby it granted the Motion for Stay filed by Respondents, Timothy L. Duggins and Duggins Carpet Care, Inc., pending the outcome of a related County court matter (*relative to the Petitioner/ Complainant's Petition for Review of Contractor Competency Board Decision which Improvidently Granted a Stay of Pending Citation Appeal, appealing the Escambia County Contractor Competency Board's decision to grant a Motion for Stay of a pending citation appeal, which was filed by Wayne Mitchell, Esquire, on behalf of Albert McClammy*).

(Continued on Page 9)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

12. Continued...



Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried unanimously, approving to direct the County Attorney and staff to work at developing a Competency Board policy that specifically requires the Competency Board to hear valid cases, regardless of outside influences. ►

Speaker(s):

Wayne Mitchell
Stephen Moorhead
John Matthews

For Information: The Board heard Commissioner Valentino disclose that he has filed a complaint against a contractor, through the Contractor Competency Board; however, according to the County Attorney, there is no conflict and he will vote on this issue.

13. 5:33 p.m. Hearing ►

Motion made by Commissioner Barry, seconded by Commissioner Valentino, and carried unanimously, upholding the Contractor Competency Board's decision of January 8, 2014, whereby it dismissed Dr. Gabrieli A. Davis' complaint against David Rademacher and Horizon Sunrooms & Spas, Inc., for lack of probable cause, as it failed to substantiate that any violation of Chapter 18 of the Escambia County Code of Ordinances and the Florida Building Code (*Section 553.70, Florida Statutes*) had occurred.

Speaker(s) – None.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6050 **County Attorney's Report** **12. 2.**
BCC Regular Meeting **Action**
Meeting Date: 04/29/2014
Issue: HealthPort Technologies, LLC Class Action Settlement
From: Stephen West, Senior Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning HealthPort Technologies, LLC, Class Action Settlement

That the Board authorize the County Attorney to file a Settlement Claim Form in order to participate in the HealthPort Technologies, LLC, (HealthPort) Class Action Settlement.

BACKGROUND:

The plaintiff brought a class action lawsuit to recover damages allegedly arising from HealthPort's practice of charging clients for processing medical records in excess of statutory limits. The parties have reached a settlement, and those who paid HealthPort's excessive charges for processing medical records are entitled to participate in the settlement.

BUDGETARY IMPACT:

The County paid only \$500 (approximate) to HealthPort during the relevant period, so the amount it will recover will be small.

LEGAL CONSIDERATIONS/SIGN-OFF:

If approved, the County Attorney's Office will process the Settlement Claim Form. A copy of the Settlement Claim Form is attached.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Settlement Claim Form

Notice to All Potential Class Members

HealthPort Invoices (redacted)



Law Offices of Henry E. Gare, P.A. v. HealthPort Technologies, LLC
Case No. 2011-CA-10202, Div. CV-E, In the Circuit Court of the 4th Judicial Circuit,
In and For Duval County, Florida

If you were charged and paid HealthPort a Basic Fee in excess of \$1.00 for each calendar year for which requested records were provided for copies of patient records from a Florida Hospital or other designated facility under Florida Statute Section 395.3025 between January 8, 2008 and February 11, 2014, your legal rights will be affected whether you act or don't act.

NOTICE TO ALL POTENTIAL CLASS MEMBERS

Please read carefully

1. Only records requested from hospitals (not records requested from physician offices/clinics) are included in this settlement.
2. Please be advised that Notice was issued to all Florida lawyers in order to reach the majority of class members. Just because you received Notice does not mean that you are a member of the Settlement Class. If you are a Florida lawyer who has never paid an invoice to HealthPort, then you are not a member of the class and we apologize for any inconvenience.
3. If you wish to be excluded from the class, and receive no settlement benefits, you must send a written Request for Exclusion to the Settlement Administrator, Gare v. HealthPort Technologies, LLC, c/o Analytics, Settlement Administrator, P.O. Box 2005, Chanhassen, MN 55317-2005, stating your name, address, and the statement "Requests exclusion from the class Gare v. HealthPort, Case No. 11-CA-10202".
4. If you are a Florida lawyer, please be advised that the Florida Bar has issued a letter regarding the duties and obligations of attorneys filing claims in connection with this Settlement. Please take a moment to review this letter as refunds issued in accordance with this Settlement may have to be disbursed to clients or former clients depending on the circumstances.

HealthPort will refund "Basic Fees" to any class member who files a Valid Claim Form, in a sum equivalent to the following amounts:

- A. Basic Fees charged in excess of \$1 for each calendar year of records requested;
- B. Basic Fees charged separately for billing records when a separate Basic Fee was also charged for other patient records requested at the same time;
- C. Basic Fees charged for each year of records searched beyond the date of the oldest records found for the particular patient at issue within the subject facility. In some instances, the Claimant may be required to submit additional information to obtain a refund within this category if the refund amount cannot be determined from reviewing the corresponding HealthPort invoices and Record Requests.

You must file a Claim Form and have an Eligible Claim as defined in the Agreement in order to receive a remedy under the Agreement. You have until **August 5, 2014** to file a Claim Form.

CLICK HERE TO FILE A CLAIM	SETTLEMENT CLASS MEMBER OPTIONS	IMPORTANT INFORMATION ABOUT THE SETTLEMENT	ASK A QUESTION
--	---	--	--------------------------------

You are a Settlement Class Member if:

You are a member of the Class if you were charged and paid HealthPort a Basic Fee in excess of \$1.00 for each calendar year for which requested records were provided for copies of patient records from a Florida Hospital or other designated facility under Florida Statute Section 395.3025 between January 8, 2008 and February 11, 2014.

SUBMIT A CLAIM

[Submit a Claim](#)

FREQUENTLY ASKED QUESTIONS

[How do I know if I am a class member?](#)

[What are my options if I believe I am a member of the class?](#)

[How can I file a claim for relief?](#)

[When will I get my payment?](#)

[How much will I be paid?](#)

[How do I exclude myself from the Settlement Class?](#)

[See all 10 articles](#)

CASE DOCUMENTS

[Notice](#)

[Amended Complaint](#)

[Florida Bar Letter](#)

[Settlement Agreement](#)

IMPORTANT DATES AND DEADLINES

[Objection Deadline: May 15, 2014](#)

[Exclusion Deadline: May 22, 2014](#)

[Claim Submission Deadline: August 5, 2014](#)

CONTACT INFORMATION

[Attorneys for the Class / Class Counsel](#)

[About the Administrator](#)

2

Privacy Policy and Terms of Use (c) 2014 Analytics

HealthPort
 P.O. Box 409822
 Atlanta, GA 30384-9822
 Fed Tax ID 58 - 2659941
 (770) 754 - 6000

 **HealthPort.**
INVOICE

Invoice #: 0070617245 ✓
 Date: 11/20/2009 ✓
 Customer #: 781005

704-470-260-1750

Ship to:
 CHARLES V PEPLER
 ESCAMBIA COUNTY ATTORNEY
 221 PALAFOX PL STE 430
 PENSACOLA, FL 32502

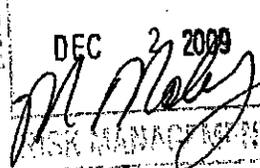
Bill to:
 CHARLES V PEPLER
 ESCAMBIA COUNTY ATTORNEY
 221 PALAFOX PL STE 430
 PENSACOLA, FL 32502

Records from:
 WEST FLORIDA HOSPITAL
 8383 NORTH DAVIS HIGHWAY
 PENSACOLA, FL 32514

Requested By: ESCAMBIA COUNTY ATTORNEY
 Patient Name: THOMAS MATTIE

SSN: 
 DOB: 

Description	Quantity	Unit Price	Amount
Authorization Via:		Date:	
Pre-Authorization By:		Amount:	
Basic Fee			0.00
Retrieval Fee			0.00
Per Page Copy (Paper) 2	25	1.00	25.00
Per Page Copy (Paper) 1	308	0.25	77.00
Shipping/Handling			7.03
Subtotal			109.03
Sales Tax			0.00
Invoice Total			109.03
Balance Due			109.03

RECEIVED
 DEC 2 2009

 RISK MANAGEMENT

2009 NOV 30 PM 3 38
RECEIVED
 COUNTY ATTORNEYS
 OFFICE

Pay your invoice online at www.HealthPortPay.com

Terms: Net 30 days Please remit this amount : \$ 109.03 (USD)

HealthPort
 P.O. Box 409822
 Atlanta, GA 30384-9822
 Fed Tax ID 58 - 2659941
 (770) 754 - 6000

Invoice #: 0070617245

Check # _____

Payment Amount \$ _____

Please return stub with payment.
 Please include invoice number on check.
 To pay invoice online, please go to www.HealthPortPay.com or call (770) 754 6000.

HealthPort
P.O. Box 409822
Atlanta, GA 30384-9822
Fed Tax ID 58 - 2659941
(770) 754 - 6000

 **HealthPort.**
INVOICE

Invoice #: 0070681176 ✓
Date: 11/23/2009 ✓
Customer #: 781005

Ship to:
CHARLES V PEPLER
ESCAMBIA COUNTY ATTY OFFICE
221 PALAFOX PL
STE 430
PENSACOLA, FL 32502

Bill to:
CHARLES V PEPLER
ESCAMBIA COUNTY ATTY OFFICE
221 PALAFOX PL
STE 430
PENSACOLA, FL 32502

Records from:
MEDICAL CENTER CLINIC
8333 NORTH DAVIS HIGHWAY
PENSACOLA, FL 32514

Requested By: ESCAMBIA COUNTY ATTY OFFICE
Patient Name: THOMAS MATTIE

SSN: [REDACTED]
DOB: [REDACTED]

Description	Quantity	Unit Price	Amount
Basic Fee			0.00
Retrieval Fee			0.00
Per Page Copy (Paper) 1	17	1.00	17.00
Shipping/Handling			1.90
Subtotal			18.90
Sales Tax			0.00
Invoice Total			18.90
Balance Due			18.90 ✓

RECEIVED

DEC 2 2009

[Signature]

RISK MANAGEMENT

RECEIVED
2009 NOV 30 PM 3:37
COUNTY ATTORNEYS
OFFICE

Pay your invoice online at www.HealthPortPay.com

Terms: Net 30 days Please remit this amount : \$ 18.90 (USD)

HealthPort
P.O. Box 409822
Atlanta, GA 30384-9822
Fed Tax ID 58 - 2659941
(770) 754 - 6000

Invoice #: 0070681176
Check # _____
Payment Amount \$ _____

Please return stub with payment.
Please include invoice number on check.
To pay invoice online, please go to www.HealthPortPay.com or call (770) 754 6000.

HealthPort
P.O. Box 409822
Atlanta, GA 30384-9822
Fed Tax ID 58 - 2659941
(770) 754 - 6000

 **HealthPort**
INVOICE

Invoice #: 0090688405
Date: 5/18/2011
Customer #: 781005

OK
pay

Ship to:

CHARLES PEPLER
ESCAMBIA COUNTY ATTORNEY
221 PALAFOX PLACE SUITE 430
PENSACOLA, FL 32502

Bill to:

CHARLES PEPLER
ESCAMBIA COUNTY ATTORNEY
221 PALAFOX PLACE SUITE 430
PENSACOLA, FL 32502

Records from:

WEST FLORIDA HOSPITAL
8383 NORTH DAVIS HIGHWAY
PENSACOLA, FL 32514

Requested By: ESCAMBIA COUNTY ATTORNEY
Patient Name: HERMANN ROBERT M

DOB: 
SSN: 

Description	Quantity	Unit Price	Amount
Basic Fee			0.00
Retrieval Fee			0.00
Per Page Copy (Paper) 1	6	1.00	6.00
Shipping/Handling			1.56
Subtotal			7.56
Sales Tax			0.00
Invoice Total			7.56
Balance Due			7.56

RECEIVED

MAY 27 2011

Michelle Robb
RISK MANAGEMENT

RECEIVED
MAY 23 PM 3 21
ESCAMBIA COUNTY ATTORNEY

Pay your invoice online at www.HealthPortPay.com

Terms: Net 30 days Please remit this amount : \$ 7.56 (USD) *FV*

HealthPort
P.O. Box 409822
Atlanta, GA 30384-9822
Fed Tax ID 58 - 2659941
(770) 754 - 6000

Invoice #: 0090688405

Check # _____

Payment Amount \$ _____

Please return stub with payment.

Please include invoice number on check.

To pay invoice online, please go to www.HealthPortPay.com or call (770) 754 6000.

Email questions to Collections@healthport.com.

OK CWP

HealthPort
P.O. Box 409822
Atlanta, GA 30384-9822
Fed Tax ID 58 - 2659941
(770) 754 - 6000

HealthPort INVOICE

Invoice #: 0090691138
Date: 5/18/2011
Customer #: 781005

Ship to:

CHARLES PEPPLER
ESCAMBIA CO ATTORNEYS OFFICE
221 PALAFOX PLACE
SUITE 430
PENSACOLA, FL 32502

Bill to:

CHARLES PEPPLER
ESCAMBIA CO ATTORNEYS OFFICE
221 PALAFOX PLACE
SUITE 430
PENSACOLA, FL 32502

Records from:

WEST FLORIDA HOSPITAL
8383 NORTH DAVIS HIGHWAY
PENSACOLA, FL 32514

Requested By: ESCAMBIA CO ATTORNEYS OFFICE
Patient Name: URBANIAK TERESA

DOB: [REDACTED]
SSN: [REDACTED]

Description	Quantity	Unit Price	Amount
Basic Fee			0.00
Retrieval Fee			0.00
Per Page Copy (Paper) 1	194	0.25	48.50
Per Page Copy (Paper) 2	25	1.00	25.00
Shipping/Handling			6.19
Subtotal			79.69
Sales Tax			0.00
Invoice Total			79.69
Balance Due			79.69

RECEIVED
MAY 27 2011
M. Mobley
RISK MANAGEMENT

RECEIVED
MAY 25 10 10 AM '11

Pay your invoice online at www.HealthPortPay.com

Terms: Net 30 days

Please remit this amount : \$ 79.69 (USD) F ✓

HealthPort
P.O. Box 409822
Atlanta, GA 30384-9822
Fed Tax ID 58 - 2659941
(770) 754 - 6000

Invoice #: 0090691138
Check # _____
Payment Amount \$ _____

Please return stub with payment.

Please include invoice number on check.

To pay invoice online, please go to www.HealthPortPay.com or call (770) 754 6000.

Email questions to Collections@healthport.com.

OK

HealthPort
P.O. Box 409822
Atlanta, GA 30384-9822
Fed Tax ID 58 - 2659941
(770) 754 - 6000



Invoice #: 0092383530
Date: 6/27/2011
Customer #: 781005

Ship to:

CHARLES V PEPPLER
ESCAMBIA CO ATTORNEYS OFFICE
221 PALAFOX PLACE
SUITE 430
PENSACOLA, FL 32502

Bill to:

CHARLES V PEPPLER
ESCAMBIA CO ATTORNEYS OFFICE
221 PALAFOX PLACE
SUITE 430
PENSACOLA, FL 32502

Records from:

SACRED HEART HOSPITAL
5151 N 9TH AVENUE
PENSACOLA, FL 32504

Requested By: ESCAMBIA CO ATTORNEYS OFFICE
Patient Name: HERMANN ROBERT MARK

DOB: [REDACTED]
SSN: [REDACTED]

Description	Quantity	Unit Price	Amount
Basic Fee			0.00
Retrieval Fee			0.00
Per Page Copy (Paper) 1	10	1.00	10.00
Shipping/Handling			1.56
Subtotal			11.56
Sales Tax			0.00
Invoice Total			11.56
Balance Due			11.56

Pay your invoice online at www.HealthPortPay.com

Terms: Net 30 days

Please remit this amount : \$ 11.56 (USD)

HealthPort
P.O. Box 409822
Atlanta, GA 30384-9822
Fed Tax ID 58 - 2659941
(770) 754 - 6000

Invoice #: 0092383530
Check # _____
Payment Amount \$ _____

Please return stub with payment.

Please include invoice number on check.

To pay invoice online, please go to www.HealthPortPay.com or call (770) 754 6000.

Email questions to Collections@healthport.com.

HealthPort
P.O. Box 409822
Atlanta, GA 30384-9822
Fed Tax ID 58 - 2659941
(770) 754 - 6000

 **HealthPort.**
INVOICE

Invoice #: 0094058753
Date: 8/12/2011
Customer #: 781005

Ship to:

CHARLES V PEPPLER
ESCAMBLA COUNTY ATTORNEY OFFICE
221 PALAFOX PLACE STE 430
PENSACOLA, FL 32502

Bill to:

CHARLES V PEPPLER
ESCAMBLA COUNTY ATTORNEY OFFICE
221 PALAFOX PLACE STE 430
PENSACOLA, FL 32502

Records from:

SACRED HEART HOSPITAL
5151 N 9TH AVENUE
PENSACOLA, FL 32504

Requested By: ESCAMBLA COUNTY ATTORNEY
Patient Name: URBANIAK TERESA

DOB: 
SSN: 

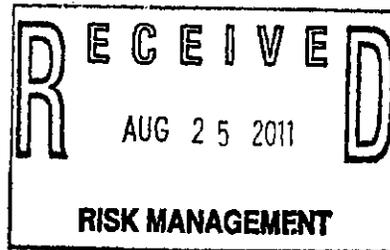
Description	Quantity	Unit Price	Amount
Basic Fee			0.00
Retrieval Fee			0.00
Per Page Copy (Paper) 1	143	0.25	35.75
Per Page Copy (Paper) 2	25	1.00	25.00
Shipping/Handling			5.20
Subtotal			65.95
Sales Tax			0.00
Invoice Total			65.95
Balance Due			65.95

Pay your invoice online at www.HealthPortPay.com

Terms: Net 30 days

Please remit this amount : \$ 65.95 (USD) ✓

HealthPort
P.O. Box 409822
Atlanta, GA 30384-9822
Fed Tax ID 58 - 2659941
(770) 754 - 6000



Invoice #: 0094058753
Check # _____
Payment Amount \$ _____

Please return stub with payment.

Please include invoice number on check.

To pay invoice online, please go to www.HealthPortPay.com or call (770) 754 6000.

Email questions to Collections@healthport.com.

HealthPort
P.O. Box 409822
Atlanta, GA 30384-9822
Fed Tax ID 58 - 2659941
(770) 754 - 6000

 **HealthPort.**
INVOICE

Invoice #: 0112372069
Date: 7/19/2012
Customer #: 781005

Ship to:

CHARLES V PEPPLER
ESCAMBIA CTY ATTORNEYS OFC
221 PALAFOX PL
STE 430
PENSACOLA, FL 32502

Bill to:

CHARLES V PEPPLER
ESCAMBIA CTY ATTORNEYS OFC
221 PALAFOX PL
STE 430
PENSACOLA, FL 32502

Records from:

SACRED HEART HOSPITAL
5151 N 9TH AVENUE
PENSACOLA, FL 32513

Requested By: ESCAMBIA CTY ATTORNEYS OFC
Patient Name: KYLES RAPHAEL C

DOB: XXXXXXXXXX

Description	Quantity	Unit Price	Amount
Basic Fee			10.00
Retrieval Fee			0.00
Per Page Copy (Paper) 1	35	0.15	5.25
Shipping			2.30
Subtotal			17.55
Sales Tax			0.00
Invoice Total			17.55
Balance Due			17.55

COUNTY ATTORNEYS
 OFFICE
 2012 JUL 23 PM 3 57
 RECEIVED

RECEIVED
 JUL 30 2012
 RISK MANAGEMENT

Pay your invoice online at www.HealthPortPay.com

Terms: Net 30 days Please remit this amount : \$ 17.55 (USD)

HealthPort
P.O. Box 409822
Atlanta, GA 30384-9822
Fed Tax ID 58 - 2659941
(770) 754 - 6000

Invoice #: 0112372069

Check # _____

Payment Amount \$ _____

Please return stub with payment.

Please include invoice number on check.

To pay invoice online, please go to www.HealthPortPay.com or call (770) 754 6000.

Email questions to Collections@healthport.com.

HealthPort
P.O. Box 409822
Atlanta, GA 30384-9822
Fed Tax ID 58 - 2659941
(770) 754 - 6000

 **HealthPort.**
INVOICE

Invoice #: 0112375308
Date: 7/19/2012
Customer #: 781005

Ship to:

CHARLES V PEPPLER
ESCAMBIA CO ATTORNEY OFFICE
221 PALAFOX PL STE 430
PENSACOLA, FL 32502

Bill to:

CHARLES V PEPPLER
ESCAMBIA CO ATTORNEY OFFICE
221 PALAFOX PL STE 430
PENSACOLA, FL 32502

Records from:

SACRED HEART HOSPITAL
5151 N 9TH AVENUE
PENSACOLA, FL 32513

Requested By: ESCAMBIA CO ATTORNEY OFFICE
Patient Name: CREECH AUDRA L

DOB: [REDACTED]
SSN: [REDACTED]

Description	Quantity	Unit Price	Amount
Basic Fee			10.00
Retrieval Fee			0.00
Per Page Copy (Paper) 1	135	0.15	20.25
Shipping			5.65
Subtotal			35.90
Sales Tax			0.00
Invoice Total			35.90
Balance Due			35.90

COUNTY ATTORNEY'S OFFICE
2012 JUL 25 PM 3 48
RECEIVED

RECEIVED
JUL 30 2012
RISK MANAGEMENT

Pay your invoice online at www.HealthPortPay.com

Terms: Net 30 days

Please remit this amount : \$ 35.90 (USD)

HealthPort
 P.O. Box 409822
 Atlanta, GA 30384-9822
 Fed Tax ID 58 - 2659941
 (770) 754 - 6000

 **HealthPort.**
INVOICE

Old pay card

Invoice #: 0112739063
 Date: 7/26/2012
 Customer #: 781005

Ship to:

CHARLES V PEPPLER
 ESCAMBIA COUNTY ATTORNEYS OFC
 221 PALAFOX PLACE
 STE 430
 PENSACOLA, FL 32502

Bill to:

CHARLES V PEPPLER
 ESCAMBIA COUNTY ATTORNEYS OFC
 221 PALAFOX PLACE
 STE 430
 PENSACOLA, FL 32502

Records from:

WEST FLORIDA HOSPITAL
 8383 NORTH DAVIS HIGHWAY
 PENSACOLA, FL 32514

Requested By: ESCAMBIA COUNTY ATTORNEYS OFC
 Patient Name: KYLES RAPHAEL C

DOB: [REDACTED]
 SSN: [REDACTED]

Description	Quantity	Unit Price	Amount
Basic Fee			10.00
Retrieval Fee			0.00
Per Page Copy (Paper) 1	30	0.15	4.50
Shipping			2.10
Subtotal			16.60
Sales Tax			0.00
Invoice Total			16.60
Balance Due			16.60 ✓

RECEIVED
 JUL 31 2012
 RISK MANAGEMENT

COUNTY ATTORNEYS
 OFFICE
 2012 JUL 30 PM 3 13
 RECEIVED

Pay your invoice online at www.HealthPortPay.com

Terms: Net 30 days

Please remit this amount : \$ 16.60 (USD)

HealthPort
P.O. Box 409822
Atlanta, GA 30384-9822
Fed Tax ID 58 - 2659941
(770) 754 - 6000

 **HealthPort.**
INVOICE

Invoice #: 0123968151
Date: 3/12/2013
Customer #: 781005

Ship to:

CHARLES V REPLER
ESCAMBIA CO ATTY OFFICE
221 PALAFOX PL STE 430
PENSACOLA, FL 32502

Bill to:

CHARLES V REPLER
ESCAMBIA CO ATTY OFFICE
221 PALAFOX PL STE 430
PENSACOLA, FL 32502

Records from:

WEST FLORIDA HOSPITAL
8383 NORTH DAVIS HIGHWAY
PENSACOLA, FL 32514

Requested By: ESCAMBIA CO ATTY OFFICE
Patient Name: ELDRETH CECIL

DOB: XXXXXXXXXX

Description	Quantity	Unit Price	Amount
Basic Fee			10.00
Retrieval Fee			0.00
Per Page Copy (Paper) 1	58	0.15	8.70
Shipping			2.92
Subtotal			21.62
Sales Tax			0.00
Invoice Total			21.62
Balance Due			21.62

Pay your invoice online at www.HealthPortPay.com

Terms: Net 30 days Please remit this amount : \$ 21.62 (USD)

HealthPort
P.O. Box 409822
Atlanta, GA 30384-9822
Fed Tax ID 58 - 2659941
(770) 754 - 6000

Invoice #: 0123968151

Check # _____

Payment Amount \$ _____

Please return stub with payment.

Please include invoice number on check.

To pay invoice online, please go to www.HealthPortPay.com or call (770) 754 6000.

Email questions to Collections@healthport.com.

HealthPort
P.O. Box 409822
Atlanta, GA 30384-9822
Fed Tax ID 58 - 2659941
(770) 754 - 6000

 **HealthPort.**
INVOICE

OK pay
Invoice #: 0124837728
Date: 3/28/2013
Customer #: 781005

Ship to:

CHARLES V PEPPLER BAR NO239739
ESCAMBIA COUNTY ATTORNEY OFFIC
221 PALAFOX PLACE STE 430
PENSACOLA, FL 32502

Bill to:

CHARLES V PEPPLER BAR NO239739
ESCAMBIA COUNTY ATTORNEY OFFIC
221 PALAFOX PLACE STE 430
PENSACOLA, FL 32502

Records from:

SACRED HEART HOSPITAL
5151 N 9TH AVENUE
PENSACOLA, FL 32513

Requested By: ESCAMBIA COUNTY ATTORNEY OFFIC
Patient Name: ELDRETH CECIL

DOB: XXXXXXXXXX

Description	Quantity	Unit Price	Amount
Basic Fee			10.00
Retrieval Fee			0.00
Per Page Copy (Paper) 1	1	0.15	0.15
Shipping			0.66
Subtotal			10.81
Sales Tax			0.00
Invoice Total			10.81
Balance Due			10.81

Pay your invoice online at www.HealthPortPay.com

Terms: Net 30 days Please remit this amount : \$ 10.81 (USD)

HealthPort
P.O. Box 409822
Atlanta, GA 30384-9822
Fed Tax ID 58 - 2659941
(770) 754 - 6000

Invoice #: 0124837728

Check # _____

Payment Amount \$ _____

Please return stub with payment.

Please include invoice number on check.

To pay invoice online, please go to www.HealthPortPay.com or call (770) 754 6000.

Email questions to Collections@healthport.com.

HealthPort
P.O. Box 409822
Atlanta, GA 30384-9822
Fed Tax ID 58 - 2659941
(770) 754 - 6000

 **HealthPort.**
INVOICE

Invoice #: 0133186151
Date: 8/28/2013
Customer #: 1726856

Ship to:

CHARLES V PEPPLER
OFFICE OF THE COUNTY ATTORNEY
221 PALAFOX PLACE STE 430
PENSACOLA, FL 32502

Bill to:

CHARLES V PEPPLER
OFFICE OF THE COUNTY ATTORNEY
221 PALAFOX PLACE STE 430
PENSACOLA, FL 32502

Records from:

WEST FLORIDA HOSPITAL
8383 NORTH DAVIS HIGHWAY
PENSACOLA, FL 32514

Requested By: OFFICE OF THE COUNTY ATTORNEY
Patient Name: MAXWELL COLETTE

DOB: [REDACTED]
SSN: [REDACTED]

COUNTY ATTORNEYS OFFICE
PM09:51
03 SEP2013

Description	Quantity	Unit Price	Amount
Basic Fee			10.00
Retrieval Fee			0.00
Per Page Copy (Paper) 1	93	0.15	13.95
Shipping			0.00
Subtotal			23.95
Sales Tax			0.00
Invoice Total			23.95
Balance Due			23.95

Pay your invoice online at www.HealthPortPay.com

Terms: Net 30 days

Please remit this amount : \$ 23.95 (USD)

HealthPort
P.O. Box 409822
Atlanta, GA 30384-9822
Fed Tax ID 58 - 2659941
(770) 754 - 6000

Invoice #: 0133186151

Check # _____

Payment Amount \$ _____

Please return stub with payment.

Please include invoice number on check.

To pay invoice online, please go to www.HealthPortPay.com or call (770) 754 6000.

Email questions to Collections@healthport.com.

HealthPort
P.O. Box 409822
Atlanta, GA 30384-9822
Fed Tax ID 58 - 2659941
(770) 754 - 6000

 **HealthPort.**
INVOICE

Invoice #: 0138813871
Date: 12/11/2013
Customer #: 1772609

Ship to:

ESCAMBIA COUNTY JAIL
ESCAMBIA COUNTY JAIL
2935 N L STR
PENSACOLA, FL 32501

Bill to:

ESCAMBIA COUNTY JAIL
ESCAMBIA COUNTY JAIL
2935 N L STR
PENSACOLA, FL 32501

Records from:

WEST FLORIDA HOSPITAL
8383 NORTH DAVIS HIGHWAY
PENSACOLA, FL 32514

Requested By: ESCAMBIA COUNTY JAIL
Patient Name: SMITH WILLIAM

DOB: XXXXXXXXXX

RECEIVED
DEC 17 2013

Description	Quantity	Unit Price	Amount
Basic Fee			10.00
Retrieval Fee			0.00
Per Page Copy (Paper) 1	41	0.15	6.15
Shipping			0.00
Subtotal			16.15
Sales Tax			0.00
Invoice Total			16.15
Balance Due			16.15

By: _____

Certified for
DEC 18 2013
Payment

53101
OTB

Pay your invoice online at www.HealthPortPay.com

Terms: Net 30 days Please remit this amount : \$ 16.15 (USD)

HealthPort
P.O. Box 409822
Atlanta, GA 30384-9822
Fed Tax ID 58 - 2659941
(770) 754 - 6000

Invoice #: 0138813871

Check # _____

Payment Amount \$ _____

Remittance Stub mailed with payment

Please return stub with payment.

Please include invoice number on check.

To pay invoice online, please go to www.HealthPortPay.com or call (770) 754 6000.

Email questions to Collections@healthport.com.

HealthPort
P.O. Box 409822
Atlanta, GA 30384-9822
Fed Tax ID 58 - 2659941
(770) 754 - 6000

 **HealthPort.**
INVOICE

Invoice #: 0144645142
Date: 3/27/2014
Customer #: 1726856

Ship to:

OFFICE OF THE COUNTY ATTORNEY
OFFICE OF THE COUNTY ATTORNEY
221 PALAFOX PLACE STE 430
PENSACOLA, FL 32502

Bill to:

OFFICE OF THE COUNTY ATTORNEY
OFFICE OF THE COUNTY ATTORNEY
221 PALAFOX PLACE STE 430
PENSACOLA, FL 32502

Records from:

SACRED HEART HOSPITAL
5151 N 9TH AVENUE
PENSACOLA, FL 32513

Requested By: OFFICE OF THE COUNTY ATTORNEY
Patient Name: UNDERWOOD CLIFTON

DOB: 
SSN: 

Description	Quantity	Unit Price	Amount
Basic Fee			30.00
Retrieval Fee			0.00
Per Page Copy (Paper) 1	244	0.15	36.60
Shipping			0.00
Subtotal			66.60
Sales Tax			0.00
Invoice Total			66.60
Balance Due			66.60

Pay your invoice online at www.HealthPortPay.com

Terms: Net 30 days **Please remit this amount : \$ 66.60 (USD)**

HealthPort
P.O. Box 409822
Atlanta, GA 30384-9822
Fed Tax ID 58 - 2659941
(770) 754 - 6000

Invoice #: 0144645142
Check # _____
Payment Amount \$ _____

Please return stub with payment.
Please include invoice number on check.
To pay invoice online, please go to www.HealthPortPay.com or call (770) 754 6000.
Email questions to Collections@healthport.com.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6068

County Attorney's Report 12.3.

BCC Regular Meeting

Action

Meeting Date: 04/29/2014

Issue: Resolution Authorizing a Revised Fee Schedule for Animal Services and Animal Control

From: Kerra Smith, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County Animal Services and Animal Control Fee Schedule

That the Board adopt and authorize the Chairman to sign the Resolution establishing a late fee for citations paid more than ten (10) days after receipt of the citation pursuant to Chapter 10, Section 10-7 of the Escambia County Code of Ordinances.

BACKGROUND:

The revised fee schedule will provide a late fee for animal control citations that are paid more than ten (10) days after receipt of the citation. This late fee is required by Chapter 10, Section 10-7 of the Escambia County Code of Ordinances.

BUDGETARY IMPACT:

An increase in the annual revenues is not anticipated. Animal control citations have included a late fee. However, the late fee was not included on the fee schedule. The change to the schedule is a matter of housekeeping.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office has reviewed the Resolution and found it to be in order and legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioner's policy requires its approval of all fee adjustments.

IMPLEMENTATION/COORDINATION:

Update of the resolution has been coordinated with the County Attorney.

Attachments

2014 Animal Control Fee Schedule Resolution

RESOLUTION NUMBER R2014-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE REVISION OF FEES FOR CERTAIN CIVIL INFRACTION PENALTIES IMPOSED PURSUANT TO CHAPTER 10 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO ANIMALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapters 125, 767, and 828, Florida Statutes, the Board of County Commissioners for Escambia County, Florida, has established regulations in the interest of the public health, safety and welfare to provide protection for, regulate and control animals in Escambia County; and

WHEREAS, the Board of County Commissioners previously enacted a fee schedule for animal services and penalties by adopting Resolution R95-127 on May 23, 1995, by adopting Resolution R2007-165 on September 6, 2007, by adopting Resolution R2009-03 on January 8, 2009, by adopting Resolution R2012-130 on September 11, 2012; and by adopting Resolution R2013-88 on August 8, 2013; and

WHEREAS, the Board of County Commissioners is authorized to adopt a new fee schedule pursuant to Section 10-6(a), Escambia County Code of Ordinances; and

WHEREAS, the Board of County Commissioners finds that in order to advance the health, safety and general welfare of the citizens of Escambia County, a revised fee schedule providing for a late fee for citations paid more than ten (10) days after receipt of the citation is necessary to ensure compliance with Chapter 10 of the Escambia County Code of Ordinances relating to animals.

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 through Animal Services and Animal Control, the Board of County Commissioners shall assess fees in accordance with the fee schedule attached hereto as Exhibit A.

Section 3. That the prior resolutions and fee schedules adopted by the Board of County Commissioners in R95-127, R2007-165, R2009-03, R2012-130, and R2013-88 are hereby superseded.

Section 4. That this resolution and fee schedule shall become effective upon adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

BCC Approved: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

RESOLUTION NUMBER R2014-____
EXHIBIT A
ANIMAL SERVICES & ANIMAL CONTROL FEES/PENALTIES

1.	<i>Annual Animal License Tags:</i>	
	Altered Animal	\$ 11.00
	- Senior Citizen (over 60 years of age) rate	7.00
	Unaltered Animal	30.00
	- Senior Citizen (over 60 years of age) rate	12.00
	Duplicate Tag	6.00
	Juvenile animal (6 months of age or less)	12.00
	Dangerous/Vicious Dog Registration (annual renewal)	200.00
2.	<i>Redemption of Impounded Animals:</i>	
	Micro-chip Implantation (mandatory for all redeemed animals)	\$15.00
	Licensed Animals:	
	- 1st Offense	15.00
	- 2nd Offense	25.00
	- 3rd Offense (fee plus mandatory spay/neuter)	35.00
	Unlicensed Animals:	
	- 1st Offense	35.00
	- 2nd Offense	60.00
	- 3rd Offense (fee plus mandatory court appearance and spay/neuter)	85.00
3.	<i>Service Fees:</i>	
	Pickup of Owner's Animal or Carcass	\$ 35.00
	- Per call (Includes up to 3 animals per call)	
	Each additional animal per call	10.00
	Animal brought to Shelter for Euthanasia	25.00
	Animal brought to Shelter for Disposal of carcass	10.00
	Chemical immobilization (darting or similar by Animal Control)	50.00
	Boarding Fees – Routine:	
	- Cat	7.00
	- Dog	10.00
	Boarding Fees – Quarantine, Legal Hold, Dangerous/Vicious or other:	
	- Cat	10.00
	- Dog	15.00
4.	<i>Adoption of Animals:</i>	
	Cat (3 years of age or less):	
	- *Adoption Fee (includes micro-chip, administrative fee, other veterinary care and altering as necessary)	\$40.00
	- Cat Vaccine	5.00
	- De-wormer	5.00
	Cat (over 3 years of age):	
	- *Adoption Fee (includes micro-chip, administrative fee, other veterinary care and altering as necessary)	\$20.00
	- Cat Vaccine	5.00
	- De-wormer	5.00
	Dog (3 years of age or less):	
	- *Adoption Fee (includes micro-chip, administrative fee, other veterinary care and altering as necessary)	80.00
	- Bordatella Vaccine	5.00
	- Parvo/Distemper (DA2PP) Vaccine	5.00
	- De-wormer	5.00
	Dog (over 3 years of age):	

- *Adoption Fee (includes micro-chip, administrative fee, other veterinary care and altering as necessary)	40.00
- Bordatella Vaccine	5.00
- Parvo/Distemper (DA2PP) Vaccine	5.00
- De-wormer	5.00
Adoption Services:	
- Heartworm Test	10.00
- Feline Leukemia Test	10.00
- Cardboard Carrier	5.00

*Reduced pricing or special adoption fee rates may be offered for select animals at various times during the year.

5. **Micro-chip Implantation:**
Mandatory for all impoundments, quarantined, and dangerous/vicious animals (included in adoption fee; optional for those qualifying for low cost spay/neuter services) 15.00

6. **Low Cost Spay/Neuter and Rabies Vaccination Fees (for qualifying individuals):**

Cat Spay	\$ 20.00
Cat Neuter	10.00
Dog Spay	25.00
Dog Neuter	15.00
Dog Spay (over 40 lbs)	30.00
Rabies Vaccine	15.00

7. **Civil Infraction Penalties:**
*A \$5.00 surcharge shall be applied for violations involving animal control or animal cruelty pursuant to sec. 10-23.
 - a. **General Violations:**

1st Offense	\$ 50.00
2nd Offense	150.00
3rd Offense (fine plus mandatory court appearance)	300.00

 - b. **Failure to alter adopted animal:**

1st Offense	\$ 50.00
2nd Offense	100.00
3rd Offense (fine plus mandatory court appearance and name placed on "no-adoption list")	200.00

 - c. **Interference w/Animal Control Officer:**

1st Offense	\$ 150.00
2nd Offense	300.00
3rd Offense (fine plus mandatory court appearance)	500.00

 - d. **Poisoning of Animal:**

1st Offense	\$150.00
2nd Offense	300.00
3rd Offense (fine plus mandatory court appearance)	500.00

 - e. **Concealment of animals; Scientific experimentation and related acts:**

1st Offense	\$150.00
2nd Offense	300.00
3rd Offense	500.00

f.	<i>Cruelty / neglect (per household):</i>	
	1st Offense	\$150.00
	2nd Offense	300.00
	3rd Offense (mandatory court appearance for criminal charges)	Animal Impounded
g.	<i>Designated dangerous/vicious animal:</i>	
	1st Offense	\$250.00
	2nd Offense	Animal Impounded
h.	<i>Unprovoked biting, attacking or wounding of another animal or human:</i>	
	1st Offense	\$150.00
	2nd Offense	300.00
	3rd Offense	500.00
8.	<i>Late Fee</i>	
	A late fee shall be applied to each citation paid more than ten (10) days after receipt of the citation pursuant to sec. 10-7	\$10



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6060

County Attorney's Report 12. 1.

BCC Regular Meeting

Discussion

Meeting Date: 04/29/2014

Issue: Jack R. Brown's Employment Agreement as the Escambia County Administrator

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Jack R. Brown's Employment Agreement as the Escambia County Administrator

That the Board consider approval of the attached Employment Agreement of Jack R. Brown, the candidate to serve as the Escambia County Administrator.

BACKGROUND:

At the Special Board meeting on April 10, 2014, the Board directed the Board Chairman and the County Attorney to negotiate the contract with Jack R. Brown as the candidate to serve as the Escambia County Administrator.

BUDGETARY IMPACT:

Salary and benefits for the County Administrator position are budgeted for this fiscal year.

LEGAL CONSIDERATIONS/SIGN-OFF:

This contract was prepared by County Attorney, Alison Rogers.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Employment Agreement

EMPLOYMENT AGREEMENT

Agreement made, effective the 9th of June, 2014, by and between **Escambia County, Florida**, a political subdivision of the State of Florida, at 221 Palafox Place, Suite 400, Post Office Box 1591, Pensacola, Florida 32597-1591, hereinafter referred to as "**County**," and Jack R. Brown, hereinafter referred to as "**Brown**," in the County of Escambia, State of Florida.

RECITALS

The parties recite and declare:

A. County, a political subdivision of the State of Florida, maintains an office at 221 Palafox Place, Post Office Box 1591, Pensacola, Florida 32597-1591, County of Escambia, State of Florida and acts through the Escambia County Board of County Commissioners.

B. Brown has a significant work history in city, county and local government, most recently serving as County Administrator for Taylor County, Florida.

C. Brown participated in the County's recruitment for county administrator and was the candidate selected by vote of the Board of County Commissioners at its meeting on April 10, 2014.

D. Brown is willing to be employed by County, and County is willing to employ Brown, on the terms, covenants, and conditions set forth in this Agreement.

For the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this Agreement, County and Brown agree as follows:

Section 1. Employment.

County hereby employs, engages and hires Brown as the Escambia County Administrator. Brown shall be responsible for the administration of all departments responsible to the Board of County Commissioners and for the proper administration of all affairs as directed by the Board. To that end, Brown may, by way of enumeration and not by way of limitation, have the following specific powers and duties to:

- (a) Administer and carry out the directives and policies of the Board of County Commissioners and to enforce all orders, resolutions, ordinances and regulations of the Board to assure that they are faithfully executed;
- (b) Report to the Board on action taken pursuant to any directive or policy within the time set by the Board and provide an annual report to the Board on the state of the County, the work of the previous year and any recommendations as to actions or programs he deems necessary for the improvement of the County and the welfare of its residents;
- (c) Provide the Board, or individual members thereof, upon request, with data or information concerning County government and to provide advice and recommendations on County government operations to the Board;
- (d) Prepare and submit to the Board of County Commissioners for its consideration and adoption an annual operating budget, a capital budget and a capital program, by July 15, 2014;
- (e) Establish the schedules and procedures to be followed by all County departments, offices and agencies in connection with the budget and supervise and administer all

phases of the budgetary process;

- (f) Prepare and submit to the Board after the end of each fiscal year a complete report on the finances and administrative activities of the County for the preceding year and submit his recommendations;
- (g) Supervise the care and custody of all County property;
- (h) Organize the work of County departments and review the departments, administration and operation of the County and make recommendations pertaining thereto for reorganization by the Board;
- (i) Select, employ and supervise all personnel, and fill all vacancies, positions or employment of all departments under the jurisdiction of the Board other than the Office of the County Attorney; provided, however, the employment of all Deputy County Administrators, Assistant County Administrators, and Department Heads shall require confirmation by the Board of County Commissioners;
- (j) Suspend, discharge or remove employees of the Board of County Commissioners under his jurisdiction;
- (k) Negotiate leases, contracts, and other agreements, including consultant services for the County, subject to approval of the Board, and make recommendations concerning the nature and location of County improvements.
- (l) See that all terms and conditions in all leases, contracts and agreements are performed and notify the Board of any noted violation thereof;
- (m) Order, upon advising the Board, any agency under his jurisdiction to undertake any task for any other agency on a temporary basis if he deems it necessary for the

proper and efficient administration of the County government to do so;

- (n) Attend all meetings of the Board and is authorized to participate in the discussion of any matter;
- (o) Perform such other duties as may be required of him by the Board of County Commissioners;
- (p) Brown shall annually present to the Board a report on the administration of the County which shall include an organizational chart;

Brown hereby accepts and agrees to such hiring, engagement, and employment.

Section 2: Best Efforts of Brown.

Brown agrees that he will at all times faithfully, industriously, and to the best of his ability, experience and talents perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of County. Such duties shall be rendered for Escambia County, Florida, and such other place or places as County shall in good faith require or as the interests, needs, business or opportunity of County shall require.

Section 3. Term of Agreement.

The term of this Agreement shall be for a period of one (1) year, commencing the 9th day of June 2014 and ending the 8th day of June 2015. The employment of Brown shall be at the will of the Board of County Commissioners.

The Board shall review Brown and his performance under this Agreement on or within sixty (60) calendar days of this Agreement's anniversary date. The terms and procedures for this review shall be determined by the Board and may be done informally by

each Board member individually or formally by the full Board in public session.

Section 4. Compensation of Brown.

County agrees to compensate Brown for his services rendered pursuant hereto at the rate of One Hundred Fifty Thousand Dollars (\$150,000) per annum payable biweekly in accordance with pay periods for County employees. Brown's base compensation shall only be adjusted by action of the Board of County Commissioners, including any CPI (consumer price index), COLA (cost-of-living) or merit increase. The Board shall indicate the effective date of any such increase when the action is taken. Brown may be eligible for an annual merit or base pay increase (if funded) based upon the County Administrator's performance evaluation; consideration shall be given to any CPI, COLA or merit increases provided to other County employees during that fiscal year. All Personnel Action Forms (PAF's) implementing payroll changes for Brown approved by the Board of County Commissioners shall be executed on behalf of the County by its Chairman.

In addition, County shall withhold Brown's federal payroll taxes and shall withhold required federal income taxes. Brown shall further receive all rights, privileges and benefits (i.e. health, life, dental, vision, LTD and other optional plans) at the same premium rates as other County employees. In addition, Brown shall accrue and cash out PTO (Paid Time Off), MOB (Management Optional Benefits) and ELB (Extended Leave Bank) at the same rate as other unclassified Senior Executive Service (SES) County employees. Brown shall be allotted sixty (60) hours of MOB leave upon the first day of this Agreement. For purposes of PTO accrual, Brown shall commence employment as any other unclassified employee beginning employment with Escambia County.

Section 5. Relocation.

County agrees to pay up to Five Thousand Dollars (\$5,000) to reimburse Brown for the expense of moving Brown's family and personal property from Perry, Florida to Escambia County, Florida. Said reimbursements will include costs of a transfer company, storage costs, and insurance charges and in addition to the cap set above, shall not exceed the average cost as provided by three (3) bids or estimates for such services. Additionally, the County agrees to reimburse Brown for the mileage associated with the transfer of one (1) family automobile from Perry, Florida to Escambia County, Florida with said mileage reimbursement based on the County's travel regulations in effect at the time the mileage is accrued. The automobile transfer shall occur no later than the first three (3) months of this Agreement.

Section 6. Retirement.

Brown shall be a member of the Florida Retirement System (FRS) Senior Management Class as provided in Section 121.055(1) (b), Florida Statutes, or in lieu of participation under the Senior Management Class, Brown may participate in the FRS investment plan pursuant to FRS regulations or the Senior Management Service Optional Annuity Program.

Contributions will be made by the County on behalf of Brown, regardless of which option is chosen, at the rate equal to the rate paid for other members of the Senior Management Class.

Section 7. Professional Development

The County agrees to budget and to pay reasonable travel expenses, including but

not limited to transportation, lodging, parking and the standard per diem, of Brown for professional and official travel, meetings and occasions adequate to continue the professional development of Brown and to adequately pursue necessary official and other functions for the County, including but not limited to Florida City and County Management Association (FCCMA), International City/County Management Association (ICMA), Florida Association of Counties (FAC), and such other national, regional, state and local government groups and committees thereof which Brown serves as a member. Unless otherwise approved by the Board, said travel shall not occur outside the lower forty-eight (48) contiguous states of the United States. The County also agrees to budget and to pay reasonable travel and subsistence expenses for short courses, institutes and seminars that are necessary for his professional development, including tuition, registration and books associated with such training and development necessary as determined by the Board of County Commissioners, all to the extent permitted by applicable law.

Section 8. Dues and Subscriptions.

The County agrees to pay the reasonable professional dues and subscriptions of Brown necessary for his continuation and full participation in organizations and associations necessary and desirable for his continued professional participation, growth and advance for the benefit of the County, including but not limited to FCCMA.

Section 9. Automobile.

County shall provide Brown with a monthly car allowance of Five Hundred Dollars (\$500.00).

Section 10. Phone/Telecommunications:

County agrees to provide Brown with the use of a County-owned cellular phone, personal computer and a laptop computer for County business purposes.

Section 11. Civic Club Membership.

It is agreed that the County recognizes the desirability of representation in and before local civic and other organizations, and to that end Brown is authorized to become a member of one such civic club for which the County shall pay Brown's dues.

Section 12. Recommendations for Improving Operations.

Brown shall make available to the County all information he has knowledge of if such information could result in improved operations. Additionally, Brown shall make all suggestions and recommendations that will be of mutual benefit to the County and Brown.

Section 13. Outside Consulting.

Brown shall obtain approval of the Board of County Commissioners prior to commencing any outside or secondary employment for compensation, including any consulting services.

Section 14. Brown's Inability to Contract for County.

In spite of anything contained in this Agreement to the contrary, Brown shall not have the right to make any contracts or commitments for or on behalf of the County without first obtaining the express written consent of County or as may be spread upon the Board of County Commissioners minutes, except as may be otherwise provided by law or ordinance.

Section 15. Agreements Outside of Contract.

This Agreement contains the complete Agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that he has relied on its own judgment in entering into this Agreement. The parties further acknowledge that any representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with his dealings with the other.

Section 16. Modification of Agreement.

Any modifications of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party, with such modifications approved by a majority of the Board of County Commissioners.

Section 17. Termination.

17.1 In the event Brown's services under this contract are terminated by the Board of County Commissioners without cause prior to the expiration of the one-year term as designated in Section 3 of this Agreement, during such time that Brown is willing and able to perform the duties of County Administrator, then, and in that event, County agrees to pay Brown a lump sum cash payment equal to twenty-five percent (25%) of the total annual

base salary payable hereunder. The County shall also provide health and dental insurance for six months from the date of said termination under the same terms as if he were an employee. This shall be in addition to any coverage that may be available under COBRA. However, the County shall have no obligation to pay the aggregate sum or insurance designated in this paragraph if the Agreement is terminated by the County for breach of this Agreement or in the event Brown is convicted of any illegal act; however, in such event Brown shall be entitled to cash out all accumulated MOB, PTO and ELB leave pursuant to the same terms as other unclassified SES County employees.

In the event County at any time during the term of this Agreement reduces the compensation or other financial benefits of Brown in a greater percentage than is applicable generally to County employees, or in the event the County refuses, following written notice, to comply with any other provision benefitting Brown herein, or in the event Brown agrees to a termination of this Agreement pursuant to a request to do so from the Board of County Commissioners, or in the event Brown's ability to perform the duties and functions of County Administrator are materially impaired by action of the Board of County Commissioners, then, and in that event, Brown may, at his option, deem to have had this contract terminated by County within the meaning of this Section at the date of such reduction, refusal or impairment within the meaning and context of this provision.

The lump sum cash payment provided for in this Section shall be Brown's exclusive remedy for any breach of this contract by County. Brown hereby agrees that the lump sum payment so provided shall serve as liquidated damages for any violation or breach of this contract by County, and Brown acknowledges he shall not be entitled to any other lump

sum payments other than his accrued PTO, MOB, and ELB leave as set forth in this section in the event of such breach.

17.2 Brown may terminate this Agreement at any time upon Ninety (90) days written notice to the Board of County Commissioners. Upon completion of the notice period in accordance with the procedures for unclassified SES employees, Brown shall be entitled to cash out all accumulated PTO, MOB, and ELB leave pursuant to Board policies, but is not entitled to any other lump sum payment.

Section 18. Termination for Disability.

A. In spite of anything in this Agreement to the contrary, County is hereby given the option to terminate this Agreement in the event that Brown shall, during the term of this Agreement, become permanently disabled as the term permanently disabled is fixed and defined in this Section. Such option shall be exercised by County giving notice to Brown by registered mail, addressed to Brown in care of County at 221 Palafox Place, Post Office Box 1591, Pensacola, Florida 32597-1591, County of Escambia, State of Florida, or at such other address as Brown shall designate in writing of County's intention to terminate this Agreement on the last day of the month during which such notice is mailed. On the giving of such notice, this Agreement shall cease on the last day of the month in which the notice is so mailed, with the same force and effect as if such last day of the month were the date originally set forth in this Agreement as the termination date of this Agreement. However, in such event Brown shall be entitled cash out MOB, PTO and ELB leave, pursuant to Board policies, but no other lump sum payment.

B. For the purposes of this Agreement, Brown shall be deemed to have become

permanently disabled, if during the one-year term of this Agreement, because of ill health, physical or mental disability or for other causes beyond the terms of Brown's contract he shall have been continuously unable or unwilling or shall have failed to perform his duties under this Agreement for ninety (90) consecutive days, or if, during the one-year term of this Agreement, Brown shall have been unable or unwilling or shall have failed to perform his duties for a total period of one hundred twenty (120) days, irrespective of whether or not such days are consecutive. For the purposes of this Agreement, the one-year term of this Agreement, is defined to mean the twelve (12) calendar month period commencing June 9, 2014 and ending June 8, 2015.

Section 19. Effect of Partial Invalidity.

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Section 20. Choice of Law.

It is the intention of the parties to this Agreement, that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and pursuant to the laws of the State of Florida and that, in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum,

without regard to the jurisdiction in which any action or special proceeding may be instituted.

Section 21. Indemnification.

The County shall defend, save harmless and indemnify Brown against any action, in tort or if he is named as party defendant in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. The County shall not be liable in tort for the acts or omissions of Brown committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

Section 22. No Waiver.

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and condition, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section 23. Attorney's Fees.

In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

Section 24. Paragraph Headings.

The title to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

Approved by the Board of County Commissioners of Escambia County, Florida this _____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: _____
Title: County Attorney
Date: 4/22/14

By: _____
Jack R. Brown

Witness: _____
Print Name: _____

Witness: _____
Print Name: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6082

County Attorney's Report 12. 2.

BCC Regular Meeting

Discussion

Meeting Date: 04/29/2014

Issue: Amending RESTORE Act Advisory Committee Resolution R2012-150

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amending RESTORE Act Advisory Committee Resolution R2012-150

That the Board take the following action:

A. Approve the attached Resolution that amends Resolution R2012-150 as recommended by the RESTORE Act Advisory Committee, by clarifying the RESTORE Act Advisory Committee's role in recommending goals and criteria for the use of RESTORE Act funds, aligning project categories with the federal RESTORE Act, and eliminating the \$500,000.00 minimum dollar limit for project eligibility; and

B. Provide clarification and direction to the RESTORE Act Advisory Committee and Escambia County staff regarding a Committee member's ability to serve in an organization that requests funding from, or makes recommendations to, the Committee.

BACKGROUND:

On October 18, 2012, the Escambia County Board of County Commissioners adopted Resolution R2012-150, which established a RESTORE Act Advisory Committee to assist the Board in allocating its share of certain fine and settlement amounts pursuant to the federal Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012. The Committee has met continuously since its formation. Based on its discussions and public input, the Committee is recommending several revisions to Resolution R2012-150. The Committee is also requesting that the Board provide clarification and direction regarding the ability of a Committee member to serve in an organization that requests funding from, or makes recommendations to, the Committee.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Ryan E. Ross has drafted the attached Resolution.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution

Resolution R2012-150

RESOLUTION R2014 - _____

A RESOLUTION OF THE COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING SECTION 3 OF RESOLUTION R2012-150, AS AMENDED, BY AMENDING THE DUTIES OF THE ESCAMBIA COUNTY RESTORE ACT ADVISORY COMMITTEE; DELETING A TIME RESTRICTION FOR THE COMMITTEE TO DEVELOP A PLAN FOR THE USE OF RESTORE FUNDS; AUTHORIZING THE COMMITTEE TO DEVELOP GOALS AND RANKING CRITERIA SUBJECT TO REVIEW AND APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS; ALIGNING PROJECT CATEGORIES WITH THE FEDERAL RESTORE ACT; ELIMINATING THE \$500,000.00 MINIMUM LIMIT FOR PROJECTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 18, 2012, the Escambia County Board of County Commissioners adopted Resolution R2012-150, which established a RESTORE Act Advisory Committee to assist the Board in allocating its share of certain fine and settlement amounts pursuant to the federal Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012; and

WHEREAS, on January 3, 2012, the Board amended Resolution 2012-150 by adopting Resolution R2013-5, which increased the membership of the Committee; and

WHEREAS, the Board has selected the membership of the Committee and the Committee has subsequently held several meetings and heard from several interested groups regarding appropriate ranking criteria for the evaluation and selection of projects; and

WHEREAS, the Committee is seeking to clarify its role in developing ranking criteria for its use in the evaluation and selection of projects; and

WHEREAS, the Committee had further determined that it needs more than the allotted six months to develop a plan that sets forth the final goals for the use of RESTORE funds; and

WHEREAS, based on its discussions and the receipt of public input, the Committee proposes additional amendments to Resolution R2012-150 to align its project categories with those established by the RESTORE Act and its implementing regulations, and to increase the number and types of projects eligible for RESTORE Act funding; and

WHEREAS, the Board concurs with these requests from the Committee and seeks to consequently amend Resolution R2012-150.

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

SECTION 1. RECITALS.

The aforementioned recitals are hereby incorporated into this Resolution.

SECTION 2. AMENDMENT TO RESTORE ACT ADVISORY COMMITTEE DUTIES.

Section 3 of Resolution R2012-150 is hereby amended as follows:

The RESTORE Act Advisory Committee shall have the following duties and responsibilities:

- A. ~~That within the first six months of formation,~~ The committee shall develop recommend a plan adhering to the RESTORE Act and its implementing regulations, taking public input into consideration, that sets forth the final goals for the community's use of the subject RESTORE funds.

B. The Committee shall review projects submitted to the Board of County Commissioners for consideration of funding pursuant to the RESTORE Act. The Committee shall assign each project proposal into one of ~~the three~~ nine categories identified for eligibility by the RESTORE Act: economic development and job creation, environmental, and infrastructure

(I) Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast region.

(II) Mitigation of damage to fish, wildlife, and natural resources.

(III) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan, including fisheries monitoring.

(IV) Workforce development and job creation.

(V) Improvements to or on State parks located in coastal areas affected by the Deepwater Horizon oil spill.

(VI) Infrastructure projects benefitting the economy or ecological resources, including port infrastructure.

(VII) Coastal flood protection and related infrastructure.

(VIII) Planning assistance.

(IX) Administrative costs of complying with the RESTORE Act.

A project may only be submitted for funding in one category. At the Committee's discretion, similar projects may be combined into a unified project proposal. ~~Projects with a total estimated cost lower than \$500,000.00 will not be considered for funding using RESTORE Act funds.~~

Escambia County
Clerk's Original

10/18/2012/CAT 1-1

RESOLUTION NUMBER R2012 - 150

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING THE RESTORE ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in response to the Deepwater Horizon oil spill during the summer of 2010, the United States Congress has enacted the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012, also known as the "RESTORE Act;" and

WHEREAS, one purpose of the RESTORE Act is to ensure that the federal government distributes a substantial portion of fines or settlement amounts collected as a result of the oil spill to communities affected by the oil spill; and

WHEREAS, the RESTORE Act empowers the Escambia County Board of County Commissioners with the authority to distribute certain amounts for various purposes and projects as designated by the Act; and

WHEREAS, the Board of County Commissioners finds that an advisory committee would assist the Board in determining which projects qualify for funding under the Act, and therefore would serve the public interest.

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

SECTION 1. RECITALS.

The aforementioned recital clauses are hereby incorporated into this Resolution.

SECTION 2. ESTABLISHMENT.

The Escambia County Board of County Commissioners hereby establishes the RESTORE Act Advisory Committee.

Date: 10/19/2012 Verified By: B. Schwagerl

SECTION 3. DUTIES OF THE RESTORE ACT ADVISORY COMMITTEE.

The RESTORE Act Advisory Committee shall have the following duties and responsibilities:

A. That within the first six months of formation, the committee shall develop a plan, taking public input into consideration, that sets forth the final goals for the community's use of the subject RESTORE funds.

B. The Committee shall review projects submitted to the Board of County Commissioners for consideration of funding pursuant to the RESTORE Act. The Committee shall assign each project proposal into one of three categories: economic development and job creation, environmental, and infrastructure. A project may only be submitted for funding in one category. At the Committee's discretion, similar projects may be combined into a unified project proposal. Projects with a total estimated cost lower than \$500,000.00 will not be considered for funding using RESTORE Act funds.

C. The Board of County Commissioners shall establish ranking criteria for the Committee to use. The Committee shall rely solely on the ranking criteria established by the Board of County Commissioners.

D. The Committee shall rank each project and compile aggregate ranked lists of the projects submitted in each category. The Committee shall then submit the lists to the Board of County Commissioners for review and approval. The Board of County Commissioners may adopt a timeline for the ranking and approval process and any other deadlines it deems necessary. This timeline and other deadlines shall be binding on the Committee.

SECTION 4. COMPOSITION OF THE COMMITTEE.

The Committee shall consist of seven (7) members who are residents of Escambia County and appointed by the Board of County Commissioners as follows:

1. A representative of the financial industry (economist, banker, accountant, or financial planner with five (5) or more years experience in the financial industry).
2. A business leader with five (5) or more years of economic development experience.
3. An individual with five (5) or more years of experience in the area of transportation.
4. An individual with five (5) or more years of complex governmental experience.
5. An at-large citizen representative.
6. An individual appointed by the City of Pensacola. This Committee member cannot be an elected official or a regular or contract employee of the City of Pensacola unless the City of Pensacola is not going to request funding for a project under consideration by the Committee.
7. An individual representing local environmental advocacy groups.

A committee member may not be employed by or be a member of any organization that requests funding from, or that will be making recommendations to, the committee.

SECTION 5. TERMS OF COMMITTEE MEMBERS.

Committee members shall serve on the Committee until it has made all recommendations and completed its assignments as designated by the Board of County Commissioners. Should any Committee member cease to be an elector of the County, he or she shall cease to be a Committee member and shall be replaced by the Board of

County Commissioners. Except for the Committee member representing the City of Pensacola, Committee members may also be removed by the Board of County Commissioners. Additionally, the Committee shall recommend to the Board of County Commissioners the removal of a Committee member who accrues three unexcused absences from regularly-scheduled meetings of the Committee during the calendar year. Absences may be excused by a vote of the members present at any meeting.

SECTION 6. OFFICERS.

A. **Chairperson.** The Committee shall elect a Chairperson to preside at all meetings. The Chairperson shall be elected at the first meeting in January of each year and shall serve until the first meeting in January of the following year. There shall be no term limits for a member to serve as Chairperson.

B. **Vice-Chairperson.** The Committee shall elect a Vice-Chairperson to preside and act on behalf of the Chairperson during his or her absence. The term of office and method of election for the Vice-Chairperson shall be the same as the Chairperson.

SECTION 7. REGULAR MEETINGS.

The Committee shall establish a schedule of regular meetings, which shall be held at least every other month. A schedule of each year's regular meetings shall be distributed to all Committee members in December of the preceding calendar year.

SECTION 8. QUORUM AND VOTING.

Four (4) Committee members shall constitute a quorum for the purpose of conducting business. Each member shall exercise one vote on all matters subject to a vote of the Committee. All matters shall be decided by a majority vote of the members

present. No member shall abstain from voting unless the member has a conflict of interest.

SECTION 9. SPECIAL MEETINGS.

The Chairperson may call a special meeting of the Committee on his or her initiative and shall call a special meeting at the request of any four members.

SECTION 10. LOCATION OF MEETING.

Committee meetings shall be held in a public facility of sufficient size to accommodate those present and at such locations as the Committee may determine from time to time.

SECTION 11. RULES OF PROCEDURE.

The Committee shall conduct its meeting in accordance with the current edition of Robert's Rules of Order, except to the extent that the provision thereof is inconsistent with this Resolution.

SECTION 12. SUNSHINE LAW.

The Committee shall be subject to and each member shall be responsible for compliance with the Florida Sunshine Law and the Florida Public Records Act.

SECTION 13. AGENDA.

The Chairperson shall prepare an agenda for all meetings. Any Committee member may request that a matter be placed on the agenda. The agenda and related materials shall be distributed at least one day prior to the meeting date.

SECTION 14. MINUTES.

Minutes shall be kept at each Committee meeting. The written summary of each meeting shall be submitted for approval of the members at the next regular meeting. Each written summary shall reflect the persons in attendance, items discussed, each action taken at the meeting, and the vote of the members on each item presented at the meeting.

SECTION 15. NOTICE OF PUBLIC MEETING.

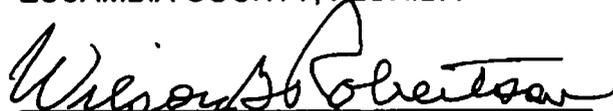
Notice of regular or special meetings of the Committee and the time and location of each meeting shall be published to the public.

SECTION 16. EFFECTIVE DATE.

That this Resolution shall become effective immediately upon adoption by the Board of County Commissioners.

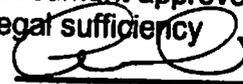
ADOPTED this 18th day of October 2012

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA


Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court


Deputy Clerk

This document approved as to form
and legal sufficiency
By 
Title County Attorney
Date 10/18/12



Date Executed
October 18, 2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6093

County Attorney's Report 12. 3.

BCC Regular Meeting

Discussion

Meeting Date: 04/29/2014

Issue: Escambia County vs. Sean's Outpost, Inc. - Case No.: CE# 13-12-00500

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Escambia County vs. Sean's Outpost, Inc. - Case No.: CE# 13-12-00500

That the Board consider any additional direction in the above-referenced case of Sean's Outpost, Inc. I have attached the Special Magistrate's Order dated April 22, 2014.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Order

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

ESCAMBIA COUNTY, FLORIDA

CASE NO: CE# 13-12-00500
LOCATION: 1999 Massachusetts
PR# 122S307002000000

vs.

SEAN'S OUTPOST, INC
C/o Alistair McKenzie, Registered Agent
905 E Hatton Street
Pensacola, FL 32503

ORDER

This cause came before the Office of Environmental Enforcement Special Magistrate for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate has considered the evidence in the form of sworn testimony by the Enforcement Officer, Sgt. Terrence Davis, the Interim Director of Planning and Zoning, Horace Jones, Larry Scapecchi, and the representative of the Respondent, Michael Kimbrel, as well as documentary evidence submitted by both parties and argument of counsel for Escambia County, Kerra Smith, Assistant County Attorney and counsel for the Respondent, William Dunaway, Esq.

The County's first witness was Code Enforcement Officer Sgt. Terrence Davis. Through Sgt. Davis, the County offered Composite Exhibits "A" through "J", which were admitted into evidence. Sgt. Davis testified that he first visited

the property at 1999 Massachusetts Avenue on December 3, 2013 and following inspection, issued a Notice of Violation (County's Composite Ex."A-8").

The Notice of Violation alleged violations of" Section 6.05.16, C-2 General Commercial and light manufacturing district (cumulative) "with reference to the use of a tent as living quarters, which is a violation of this C-2 zoned district", 42-196 (b), Trash and Debris, 42-196 (a) Nuisance Conditions and 4.01.22, Permits and prohibitions, of the Escambia County Code of Ordinances. Sgt. Davis described a meeting that took place on December 5, 2013 at the office of Planning and Zoning, during which he, Terry Williams of Planning and Zoning, Michael Kimbrel and his attorney Alistair McKenzie were present. He testified that the discussions involved the intended use of the property as well as the present use. He stated that he told Mr. Kimbrel and Mr. McKenzie that they had to cease and desist all activity on the property and any further development prior to development approval by the County. He said that he told Mr. Kimbrel and Mr. McKenzie that by development, he meant building of any structures and the occupancy of the property in tents or anything. He stated that he was told no one was occupying the property at that time which was consistent with his observation of one individual that he saw on December 3rd. who was cleaning up the property. He made two more visits to the property based on complaints received from neighbors that people were still occupying the property. Sgt. Davis did not issue any further notices of violation during those visits.

On January 7, 2014 Sgt. Davis again visited the property and a second Notice of Violation was issued alleging the same violations that were set forth in

the December 3, 2013 Notice of Violation. (County's Composite Ex."A-5"). On January 14, 2014 Sgt. Davis visited the property and issued a third Notice of Violation (County's Composite Exhibit "A-2"). The January 14th Notice of Violation did not include the previously alleged violation of Section 6.05.16 and added the alleged violation of Section 6.04.01, compliance with code.

Sgt. Davis testified that he continued to visit the site weekly over the next six weeks in the company of the health department inspectors during which time he observed an increase in the number of structures being placed on the property as well as trash debris, rock debris and vegetation. The photographs taken by Sgt. Davis over that six week period are contained in County's Composite Exhibits "B" through "I". Sgt. Davis also took photographs of the property on April 15, 2014. (County's Composite Ex."J"). During his testimony, Sgt. Davis stated that there were no present violations of Section 42-196 (a) Nuisance conditions or of 42-196 (b) Trash & Debris. He stated that there are about 12 tents on the property in question. He also stated that no building activity was observed.

On cross examination Sgt. Davis testified that he met with Terry Williams and Horace Jones of Planning and Zoning prior to issuance of the January 14, 2014 Notice of Violation. He testified that they told him that the intended use of the property as a campground would require development review.

The County's second witness was Horace Jones, Interim Director of Planning and Zoning. Mr. Jones testified that an application for development review has not been submitted by Sean's Outpost but that Planning and Zoning had a pre-application meeting with the owners of the subject property and that it is

his understanding that the proposed use of the property is that of a campground. He testified that he has not visited the site but that he understands that there is some development activity going on at this site. He testified that camping on the property requires development review. He testified that the current use of the property does not fall within the land development code definition of a campground and that the owners will have to get development approval before they may operate it as a campground.

During cross examination Mr. Jones initially stated that site development review is required for the current use (tents) on the property. He was asked about the definition of development in the land development code. He was asked if he was familiar with Section 380.04, Florida Statutes. He stated that he was not familiar with the statute but that the county's definition of development could be more restrictive than the statute. He was asked about Section 380.04(3) (d). In response to questioning about Section 4.01.02, Mr. Jones testified that the tents were structures and that the County was concerned about the erection of structures (tents). Mr. Jones stated that he was not aware of any land disturbing activity taking place on the property.

He testified that under Article 6 of the land development code, if a use is not expressly permitted, it is prohibited. When asked what zoning category would not allow the erection of a "dome tent" he stated that he did not know of any and that he would issue a land use certificate for a domed tent. Mr. Jones was also questioned about the fact that "temporary structures" which includes tents are a permitted use in a C-2 zoning district (the subject property is zoned C-2). He

stated that the kinds of structures presently on the site *would be allowed under this provision.*¹ (Emphasis added).

The County called no additional witnesses.

The Respondent called its first witness, Larry Scapecchi. Larry Scapecchi is an engineer for Landmark Engineering. He testified that Landmark was hired by Sean's Outpost to assist it in preparing the necessary documents for submission of an application for site plan review for a campground.. Landmark is working on access management issues as well as storm water, fire and safety and wetlands delineation. Mr. Scapecchi testified that he has prior experience with the permitting process in Escambia County. He stated that he has never had to obtain a permit for a temporary structure such as a tent.

The second witness called by Respondent was Michael Kimbrel, co-founder and vice-president of Sean's Outpost. Mr. Kimbrel described Sean's Outpost as a homeless outreach program that provides 100-120 meals per day Mon- Fri. to the homeless. He testified that the Board of Directors for Sean's Outpost wanted to use the property as a recreational campground and that he was told he needed a permit from the county to do so. He verified the Pre-Application Reviewer Comments which was admitted into evidence as Respondent's Composite Ex. "3". He stated that he is the primary point of contact with outside agencies and visits the site 3-6 times per week. He was present during all the inspections performed at the request of Sean's Outpost by the Health Department.

¹ The testimony of Mr. Jones appears to be dispositive as to whether the tents in question are a permitted use as "temporary structures" under Section 6.05.16(B) 2. of the LDC, subject to the requirements of 6.04.16.

² The reports of those inspections were admitted into evidence as Respondent's Composite Exhibit "4".

He noted that because of difficulties encountered in the development review process such as building an access road to accommodate a fire truck, Sean's Outpost will need to reconsider its original plan to build a recreational campground. A boundary/ wetlands survey prepared by Landmark Engineering was admitted into evidence as Respondent's Ex. "5". He stated that currently there are about 12 people on the property.

On cross examination Mr. Kimbrel testified that Sean's Outpost allows the homeless to occupy tents on the property on a temporary short term basis but no time limit is imposed. He also stated that such use did not serve any commercial or recreational purpose. He testified that on average a person will use a tent for two weeks to one month. None of the persons present in January are still using the site. He stated that they did not anticipate ever having more than 14 to 15 individuals at any one time. Cooking is done on site using enclosed flame such as brick enclosed grills. He testified that some of the individuals use tents loaned to them by Sean's Outpost while others have their own. Sean's Outpost has also provided portable heaters when the weather is extremely cold.

² Section 54-31 of the Code of Ordinances defines *camp* as "one or more buildings or structures, tents, trailers or vehicles, together with the land appertaining thereto used as living quarters for 15 or more persons, including children, whether or not rent is paid or reserved in connection with the use or occupancy of such premises. Included are camps operated for recreational, educational and other purposes and labor camps established for the permanent or temporary housing of farm laborers or other workers." Therefore, a "camp" is defined based on the number of persons on site and is not concerned with the type of structure utilized. A camp as defined in 54-31 must obtain a permit from the Health Department per Section 54-36. There was no evidence that fifteen or more persons ever occupied the property at any time, nor was a violation of this provision alleged in any of the notices of violation issued.

The Respondent called no additional witnesses. Based upon the testimony, photographs, documentary evidence and argument presented, the undersigned Special Magistrate makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. The property located at 1999 Massachusetts Ave. It is currently vacant.
2. It is zoned C-2(cumulative district).
3. No building activity has taken place on the vacant parcel.
4. Article 3 of the Land Development Code defines "structure" as anything constructed, assembled, or erected, the use of which requires location on or in the ground, or attachment to something having location on or in the ground The term does not include unroofed paved surfaces, such as sidewalks, driveways, parking lots, and/or other paved areas used for sports activities.
5. Tents are within the definition of "structure" in Article 3 of the Land Development Code.
6. Article 3 of the Land Development Code defines "temporary structure" as a structure that is designed, constructed, and intended to be used for a period of time and that will be removed after the expiration of such time. The period of time must run consecutively and may not exceed nine months in duration

7. Section 6.05.16 B. 22 lists “temporary structures” as a permitted use in C-2 zoning districts and cross references Section 6.04.16.
8. Section 6.04.16 sets forth the time limits and requirements for placement of temporary structures in C-2 zoning districts.
9. The tents in use at the property in question are within the definition of “temporary structures” and are therefore a permitted use in C-2 zoning districts subject to the limitations set forth in Section 6.04.16.
10. In furtherance of the stated corporate purpose (County’s Composite Ex. “A-16”), the owners of the property (Sean’s Outpost. Inc.) have given permission to individuals who have no permanent place to reside to camp on this vacant parcel in tents while Sean’s Outpost assists them in improving their situations.
11. At no time has the number of individuals using tents on this vacant parcel exceeded 14 persons.
12. On average, a person will spend about three weeks camping in a tent on the vacant parcel.
13. Some of these individuals have their own tents while others do not and have tents provided to them on loan by Sean’s Outpost.
14. Some of the tents are of the kind purchased off the shelf from a sporting goods department or store while others are put together using tarps, lines and poles.
15. A small red building on wheels has been located on the property since at least January 14, 2014.

16. Persons camping in these tents cook meals using grills and brick enclosed cook fires.
17. Sean's Outpost has not submitted a completed application for development review of a proposed campground to the County.
18. The current use of the property is not for a commercial recreational purpose.
19. No nuisance conditions or threats to public health exist on the subject property.

CONCLUSIONS OF LAW

The Petition dated January 14, 2014 alleges violations of Section 42-196(a), nuisance conditions and 42-196(b), trash and debris as well as Sections 6.04.01, 4.01.02 and 4.06.00 of the Land Development Code. The County withdrew the charges relating to Sections 42-196(a) and (b) during the hearing. Section 6.04.01 *Compliance with Code* states:

No principal or accessory building, structure or use shall be erected, reconstructed or structurally altered, extended or enlarged unless such building, structure or use complies with all applicable regulations established by this code including parking, landscaping and all other performance standards for the district in which the building, structure or land is situated. Unless otherwise authorized as provided herein, land uses not listed or included as permitted uses in a given zoning classification shall be considered violations of this code punishable as provided by law and ordinance. . .

Accordingly, a tent, whether of the type purchased in a sporting goods establishment or put together using tarps, lines, pegs and poles, is a “structure” as defined by Article 3 of the Land Development Code. Article 3 of the Land Development Code defines “temporary structure” as a structure that is designed, constructed, and intended to be used for a period of time and that will be removed after the expiration of such time. The period of time must run consecutively and may not exceed nine months in duration. A tent is therefore a temporary structure.

Section 6.05.16 C-2 General Commercial and Light Manufacturing District (Cumulative), B. Permitted Uses, 22, lists Temporary Structures as a permitted use subject to Section 6.04.16 of the Land Development Code, which states:

6.04.16. Temporary Structures. A temporary structure may be erected on any lot provided it complies with its applicable zoning district regulations, and is used for commercial, commercial amusement, or recreational purposes. Temporary structures may include, but are not limited to, *tents*, portable shelters, wheeled structures, amusement rides, inflatable amusement structures, and constructed amusement structures. *A temporary structure may constitute the primary use on a site* and a permanent structure is not required to be located on the same site as a temporary structure. (Emphasis added). However, any temporary structure erected on a site must be approved by the County as follows:

A. Temporary structure in use for up to 30 days. A temporary structure shall be allowed provided it complies with its applicable zoning district regulations.

B. Temporary structure in use between 31 days and 180 days. The applicant must obtain a land use certificate from the planning official or designee for placement of the temporary structure.

C. Temporary structure in use for or longer than 181 days. The applicant must obtain approval from the Development Review Committee (DRC) and comply with all applicable DRC requirements.

On cross examination Mr. Kimbrel testified that he did not provide or allow tents for commercial or recreational purposes. Nevertheless, the use of the property as a campsite, using traditional camping equipment is objectively recreational. Therefore, if the tents meet the other requirements of the applicable district regulations; they should be permissible temporary structures in a C-2 zoning district without County approval for a period of up to 30 days. Thereafter, Sean's Outpost would have to obtain a land use certificate from Planning and Zoning and, if longer than 181 days, DRC approval.

It is noted that the County's position is that the current "use" of the property falls within the definition of "campground" which the code defines as "(a) place where *buildings or sites for recreational vehicles or tents are provided for use as temporary living quarters for commercial recreational purposes* or as temporary living quarters (recreational vehicles or mobile homes) due to a

declared natural disaster such as hurricanes, floods, tornados, etc. See also
'Recreational vehicle park'." (Emphasis added).

If the current use of the property is within the definition of a campground it would have to first undergo development review. I conclude that the present use of the property is not within the definition of "campground" in the Land Development Code because no evidence was submitted to show that particular designated sites where tents may be placed exist on the Sean's Outpost property. It appears that tents are placed on this vacant parcel without site designation or any site preparation in a more or less random arrangement as the occupant wishes. Additionally, there was competent substantial evidence that the present use of the site has no *commercial* recreational purpose. Accordingly, I find that Section 6.04.01 has not been violated.

The Petition also alleges a violation of Section 4.01.02 Permits & Prohibitions, which provides:

A. *Permit required.* No construction or land disturbing activity may be commenced without a valid Escambia County permit. Among others, land disturbing permits, building permits, development orders and/or land use certificates are issued by the county.

B. *Land use certificate.* No building permit may be issued (see section 4.03.06 of this article) without a development order or land use certificate having been issued by the director, or his designee.

There was no competent substantial evidence submitted by the County that any "construction" or "land disturbing activity" has taken place on the vacant

parcel. Also Horace Jones testified that the tents would not require building permits. Accordingly, I find that Section 4.01.02 has not been violated.

The remaining allegation refers to Section 4.06.00 Site Plan Review and Approval, which provides that, "Wherever in this Code site plan approval is required, the procedures and requirements of this part shall be followed."

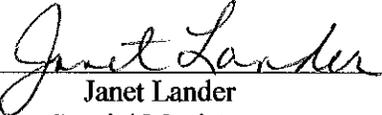
The provisions which follow require site plan review and approval through the development review committee for all nonresidential development. Therefore, the remaining issue to be determined is whether the placement of temporary structures on the subject property constitutes "development" under the Escambia County Land Development Code. Article 3 of the Escambia County Land Development Code defines *development* as "(t)he carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels. Specific activities or uses involving or excluding development are defined in §380.04."

This is a fairly broad definition and but for the limited authorization for temporary structures without DRC review set forth in the Land Development Code in Section 6.04.16, I would agree that the placement of these tents constitutes a "material change in the use or appearance" of the property in question. However, Section 6.04.16 authorizes the erection of temporary structures for up to 30 days without development approval and thereafter requires a land use certificate for the next 150 days and beyond that DRC approval. With

one exception³, there is no competent substantial evidence demonstrating how long any of the tents present on the vacant parcel have been there. Additionally, these temporary structures have not been alleged to be in violation of Section 6.04.16. Therefore, the temporary structures are not in violation of Section 4.06.00.

Based upon the above Findings of Fact and Conclusions of Law, I find that there is no competent substantial evidence to support the allegations set forth in the Petition of the Environmental Code Enforcement Officer for alleged violations of the ordinances of Escambia County, Florida. The matter is hereby dismissed.

DONE AND ORDERED at Escambia County, Florida on the 22nd day of April, 2014.



Janet Lander
Special Magistrate
Office of Environmental Enforcement

³ The small red building on wheels is depicted in County's Composite Exhibit "B", last photograph, dated January 14, 2014 as well as County's Composite Exhibit "J", first photograph taken April 15, 2014. The application of Section 6.04.16 to this temporary structure would have required the issuance of a land use certificate beginning February 13, 2014. However, Sean's Outpost was not cited for violation of Section 6.04.16.