

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 – August 21, 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 Robertson.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.
6. Presentation - Semi-Annual Report for Disability Awareness Committee - Warren Jernigan.

7. Proclamations.

Recommendation: That the Board adopt the following two Proclamations:

A. The Proclamation commending and congratulating Thomas Moore on his selection as the "Employee of the Month" for August 2014; and

B. The Proclamation bestowing honor and gratitude upon the Military Order of the Purple Heart, Sharon Lane Chapter 566, and recognizing Escambia County as a "Purple Heart County in the State of Florida."

8. Retirement Proclamations.

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

A. The Proclamation commending and congratulating Willie B. Dyess, Jail Master Corrections Officer, Corrections Department, on her retirement after 28 years of service;

B. The Proclamation commending and congratulating Bernadette M. Gangloff, Director's Aide, Management and Budget Department, on her retirement after 20 years of service;

C. The Proclamation commending and congratulating Morris B. Gilbert, Fire Inspector, Public Safety Department, on his retirement after 17 years of service;

D. The Proclamation commending and congratulating John L. Sims, Fire Services Manager, Public Safety Department, on his retirement after 24 years of service; and

E. The Proclamation commending and congratulating Lydia J. Smith, Jail Senior Corrections Officer, Corrections Department, on her retirement after 18 years of service.

9. Written Communication:

- A. June 17, 2014, e-mail communication from Srivathsa Prakash, Associate, REO Settlement Services, Premium Title, requesting the Board forgive a Code Enforcement Lien attached to property located at 6503 Bellview Pines Road.

Recommendation: That the Board review and consider lien relief request made by Premium Title against property located at 6503 Bellview Pines Road.

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

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

Premium Title has no other recourse but to appeal before the Board under Written Communication.

- B. June 18, 2014, communication from Pennye Putman, Branch Manager, Clear Title, requesting that the Board approve a Partial Release of Lien relative to a Code Enforcement Lien attached to property located at 1220 Mills Avenue.

Recommendation: That the Board review and consider a Lien relief request made by Pennye Putman against property located at 1220 Mills Avenue.

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

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

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

Written Communication.

- C. June 27, 2014, e-mail communication from Summer McCollum, Land Associate, Pensacola Habitat for Humanity, requesting that the Board forgive a Code Enforcement Lien attached to the following ten properties located at 417 North Old Corryfield Road, 2403 West Mallory Street, 5576 Charbar Drive, 2917 North Miller Street, 604 New York Drive, 629 Bullard Avenue, 1002 West Hatton Street, 1713 Dauphine Street, 1138 North Webster Drive, and 3 Baggett Court.

Recommendation: That the Board review and consider Lien relief request made by Summer McCollum, Land Associate, Pensacola Habitat for Humanity against the ten properties located at 417 North Old Corryfield Road, 2403 West Mallory Street, 5576 Charbar Drive, 2917 North Miller Street, 604 New York Drive, 629 Bullard Avenue, 1002 West Hatton Street, 1713 Dauphine Street, 1138 North Webster Drive, and 3 Baggett Court.

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

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

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

10. 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.

11. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance establishing a six-month moratorium on permitting or re-permitting of borrow pits, borrow pit reclamation facilities, construction and demolition debris facilities, land clearance disposal facilities, and other landfill facilities.

Recommendation: That the Board adopt the Ordinance placing a temporary moratorium on the permitting or re-permitting of borrow pits, borrow pit reclamation facilities, construction and demolition debris facilities, land clearance disposal facilities, and other landfill facilities, so that County staff may review and evaluate County ordinances and regulations governing such land uses.

This Hearing serves as the second of two required Public Hearings before the Board of County Commissioners. The first Public Hearing was held on July 24, 2014.

12. 5:32 p.m. Public Hearing for consideration of the Petition to Vacate a portion of an alleyway in Block 7, Highland Park Subdivision, as petitioned by John E. Cornelson, Jr., and Sheryle W. Cornelson.

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion (20 feet by approximately 150 feet) of an alleyway in Block 7, Highland Park Subdivision, as petitioned by John E. Cornelson, Jr., and Sheryle W. Cornelson:

A. Approve the Petition to Vacate a portion (20 feet by approximately 150 feet) of an alleyway in Block 7, Highland Park Subdivision;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

13. 5:33 p.m. Public Hearing for consideration of the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for Longleaf C&D Disposal Facility.

Recommendation: That the Board take the following action regarding the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for Longleaf C&D Disposal Facility, located at 2023 Longleaf Drive, Pensacola, Florida, owned by Waste Management, Inc.:

A. Ratify the scheduling and advertising of the 5:33 p.m., Public Hearing on August 21, 2014;

B. Authorize the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for Longleaf C&D Disposal Facility, located at 2023 Longleaf Drive, Pensacola, Florida, owned by Waste Management, Inc.; and

C. Authorize the Chairman to sign the Permit.

[Funding: Fund 401, Solid Waste Fund, Account Number 343402]

14. 5:34 p.m. Public Hearing for consideration of adopting an Ordinance authorizing a County-wide referendum to be held on Tuesday, November 4, 2014, for the voters to consider an 11-year extension of the Local Option Sales Tax that is levied to fund infrastructure projects throughout the County.

Recommendation: That the Board adopt the Local Option Sales Tax (LOST) Ordinance authorizing a County-wide referendum to be held on Tuesday, November 4, 2014, for the voters to consider an 11-year extension of the LOST that is levied to fund infrastructure projects throughout the County.

15. Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the August 12, 2014 C/W Workshop, recommends that the Board take the following action:

A. Adopt, and authorize the Chairman to sign, the Resolution amending Section 3 of Resolution R2012-150, as amended, by amending the duties of the Escambia County RESTORE Act 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; and eliminating the \$500,000 minimum limit for projects (C/W Item 3);

B. Approve inclusion of a one-time Maintenance Municipal Services Benefit Unit (MSBU) District to the Escambia County MSBU Manual, allowing the County Engineer to review and make recommendations to the Board for one-time maintenance of private (paved) infrastructure (C/W Item 5);

C. Authorize the scheduling of a Public Hearing for September 4, 2014, at 5:32 p.m., for consideration of adopting an Ordinance relating to feeding cats and dogs outdoors and creating a Community Cat Management Initiative (C/W Item 6);

D. Direct staff to develop a presentation under the scope of a Design-Bid-Build construction method, for a 1,476-bed Central Booking and Detention Facility/Main Jail (C/W Item 7);

E. Take the following action concerning the Flora-Bama-Jama concert (C/W Item 9):

(1) Ratify the Short-Term License Agreement, executed by the Chairman on August 13, 2014, between MGFB Properties, Inc., and Escambia County, for the use of property located at 12950 Gulf Beach Highway for employee/volunteer/ contractor parking for persons who will be working at the Flora-Bama-Jama concert, August 14-17, 2014; and

(2) Approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15-minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use), for the outdoor music event to be held at the Flora-Bama on Perdido Key, Saturday, August 16, 2014, from 8:00 a.m. until 11:59 p.m.; and

F. Approve extending SMG's contract for the management of the Pensacola

Bay Center, for an additional two years (C/W Item 11).

(RESOLUTION FOR ITEM A TO BE DISTRIBUTED UNDER SEPARATE COVER)

16. 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 the July 2014 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended July 31, 2014, as required by Ordinance Number 95-13; on July 31, 2014, the portfolio market value was \$241,255,145 and portfolio earnings totaled \$103,736 for the month and \$1,687,378 year-to-date; the short-term portfolio yield was 0.19%, 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 -0.11%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of -0.23%.

2. Recommendation Concerning Acceptance of TDT Collection Data for June 2014 Returns Received in July 2014

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the June 2014 returns received in the month of July 2014, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the tenth month of collections for the Fiscal Year 2014; total collections for the June 2014 returns was \$1,309,510.27; this is a 3.79% increase over the June 2013 returns; total collections year-to-date are 4.50% more than the comparable time frame in Fiscal Year 2013.

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

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

A. The certified proofs of publication of the advertisements for Unclaimed Overpayments/ Refunds and Unclaimed Cash Bonds held by the Office of the Clerk of the Circuit Court and Comptroller, as published in The Escambia Sun-Press, LLC, on July 3, 2014;

B. A copy of the 2014 Tentative Budget for the Northwest Florida Water Management District (NFWMD), pursuant to Section 373.536, Florida Statutes, as provided by Celta Wolverton, Budget and Fiscal Analyst, Division of Administration, NFWMD, via e-mail on July 31, 2014;

C. A copy of the Santa Rosa Island Authority Fiscal Year 2014-2015 Budget, as provided by W.A. "Buck" Lee, Executive Director, Santa Rosa Island Authority; and

D. The original Contract for Sale and Purchase and closing documents relative to the purchase of real property, located on Ashland Avenue, from Chavers Construction, Inc., as approved by the Board on May 2, 2013.

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

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

A. Approve the Minutes of the Joint Pensacola City Council and Escambia County Board of County Commissioners Stormwater Symposium held July 18, 2014;

B. Approve the Minutes of the Regular Board Meeting held July 24, 2014;

C. Accept, for filing with the Board's Minutes, the report of the Agenda Work Session held July 24, 2014;

D. Accept, for filing with the Board's Minutes, the report of the Budget Committee of the Whole Workshop held July 8 and 9, 2014; and

E. Accept, for filing with the Board's Minutes, the report of the Committee of the Whole Workshop held July 17, 2014.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on July 1, 2014

That the Board take the following action concerning the rezoning cases heard by the Planning Board on July 1, 2014:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2014-09 and Z-2014-10 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-2014-09

Address: 7050 Pine Forest Rd
Property Reference No.: 24-1S-31-4301-001-001
Property Size: 7.45 (+/-) acres
From: R-1, Single-Family District, Low Density (4 du/acre)
To: C-2NA, General Commercial and Light Manufacturing District, (cumulative), Bars, Nightclubs and Adult Entertainment are Prohibited Uses (25 du/acre)
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 1
Requested by: Frank and Myrtle Buchanan, Owners
Planning Board Recommendation: Approval
Speakers: Fran Buchanan

2. Case No.: Z-2014-10

Address: 7040 Pine Forest Rd
Property Reference: 24-1S-31-4301-000-001
Property Size: 9.28 (+/-) acres
From: R-1, Single-Family District, Low Density (4 du/acre)
To: C-2NA, General Commercial and Light Manufacturing District, (cumulative), Bars, Nightclubs and Adult Entertainment are Prohibited Uses (25 du/acre)

FLU Category:	MU-U, Mixed-Use Urban
Commissioner	1
District:	
Requested by:	William P & Lola V Kittell, Owners
Planning Board	Approval
Recommendation:	
Speakers:	William P. Kittell, Lisa Kirkman Kittell

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

II. Action Item

1. Recommendation Concerning a Correction to an At-Large Appointment to the Escambia County Planning Board

That the Board amend its action of July 10, 2014, to correct the effective dates of Rodger Lowery's appointment to July 10, 2014, through April 15, 2015.

2. Recommendation Concerning a Final Plat for Berkshire Estates Addition PSD140100002

That the Board take the following actions concerning recording of the Final Plat of Berkshire Estates Addition (a 51 lot single-family residential subdivision with public streets), located in the Bayou Grande community lying north of Gulf Beach Highway between Weller and Kingsport Avenues. Owned and developed by Berkshire Land Development, LLC. Prior to recording, the County Engineer, County Surveyor, Development Services; Interim Director; and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording;

B. Approve the street names "Buckleberry Drive, Bradfield Drive, and Boxford Court"; and

C. Accept all public easements, drainage improvements within public easements/public parcels and Parcel "1" (1.22 acre Wet Stormwater Pond) and Parcel "2" (0.75 acre Wet Stormwater Pond), as depicted upon the final plat for permanent County maintenance subject to the cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit).

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

A. September 4, 2014

1. 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 August 5, 2014:

Case No.: Z-2014-11

Address: 3002 Stefani Rd

Property Reference No.: 38-1N-31-4102-001-001

Property Size: 2.33 (+/-) acres

From: VR-1, Villages Rural Residential Districts, Gross Density (one du/ 4 acres)

To: VR-2, Villages Rural Residential Districts, Gross Density (one du/ .75 acres)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner District 5

Requested by: Bryan and Sharon Nisewonger, Owners

Case No.: Z-2014-12

Address: 100 Isaacs Ln

Property Reference No.: 34-1N-31-2101-000-001

Property Size: 93.01(+/-) acres

From: VAG-2, Villages Agriculture District, Gross Density (one du/five acres)

To: ID-2, General Industrial District (noncumulative)

FLU Category: I, Industrial

Commissioner District 1

Requested by: Wiley C. "Buddy" Page, Agent for Briar Ridge, LLC., Owner

2. 5:46 p.m. - A Public Hearing - LDC Ordinance Articles 3, 6 and 7 - Recycling Facilities

B. September 25, 2014

5:45 p.m. - A Public Hearing - LDC Ordinance Articles 3, 6 and 7 - Recycling Facilities

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning 15 Request for Disposition of Property Forms for the Office of the State Attorney - Dispose of Obsolete Equipment/Computers - Kris Blom, IT Supervisor, Office of the State Attorney

That the Board approve the 15 Request for Disposition of Property Forms for the Office of the State Attorney for equipment/computers that have reached the end of their service life and are now of no value. Due to the condition of the items, which are described and listed on the Request Forms, it is requested they be declared surplus and disposed of properly.

2. Recommendation Concerning Four Request for Disposition of Property Forms for the Office of the State Attorney - Dispose of Obsolete Equipment/Computers - Kris Blom, IT Supervisor, Office of the State Attorney

That the Board approve the four Request for Disposition of Property Forms for the Office of the State Attorney for equipment/computers that have reached the end of their service life and are now of no value. Due to the condition of the items, which are described and listed on the Request Forms, it is requested they be declared surplus and disposed of properly.

3. Recommendation Concerning the Request for Disposition of Property for the Public Safety Department, Emergency Medical Services Division - Michael D. Weaver, Public Safety Department Director

That the Board approve two Request for Disposition of Property Forms for the Public Safety Department, Emergency Medical Services Division, for property which is described and listed on the Request Forms, with reason for disposition stated. This property is to be auctioned as surplus or properly disposed of.

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

That the Board appoint R. Melvin Gaylard, replacing Angela McMahan, who resigned, as Commissioner Steven Barry's appointee on the Escambia County Disability Awareness Committee, effective August 21, 2014, and running concurrently with Commissioner Barry's term of office (November 2016) or at his discretion.

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

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

6. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, July 24, 2014 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the July 24, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Clara Long, CRA Division Manager.

7. Recommendation Concerning the 2013 Community Assistance Visit Report for Escambia County - Jack R. Brown, County Administrator

That the Board accept and acknowledge for the Board's Official Record the 2013 Community Assistance Visit Report for Escambia County, prepared by the State Floodplain Management Office, Bureau of Mitigation, Florida Division of Emergency Management.

8. Recommendation Concerning a Resolution Supporting an Application to the Florida Department of Environmental Protection for State Funds for the 2015-2016 Florida Beach Erosion Control Program Budget for the Perdido Key Nourishment Project - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Resolution supporting an application to the Florida Department of Environmental Protection (FDEP) for State Funds for the 2015-2016 Florida Beach Erosion Control Program Budget for the Perdido Key Nourishment Project:

A. Adopt the Resolution supporting an application to FDEP for State Funds under Section 161.091, Florida Statutes, for the 2015-2016 Florida Beach Erosion Control Program Budget for the Perdido Key Nourishment Project; and

B. Authorize the Chairman to sign the Resolution.

[Funding: No direct budgetary impact at this time; however, there will be a local match required when the Perdido Key Nourishment Project is constructed and for continued maintenance of the Project post-construction to maximize eligibility for Federal Emergency Management Agency (FEMA) funds in the event of a declared disaster. Construction is projected to be in the spring 2016 pending identification of a local funding source]

9. Recommendation Concerning a Resolution Supporting Various Applications for Permits from the Florida Department of Environmental Protection for a Living Shoreline Project in Bayou Grande - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Resolution supporting various applications for permits from the Florida Department of Environmental Protection (FDEP) for a Living Shoreline Project in Bayou Grande:

A. Adopt the Resolution supporting various applications for permits from the FDEP for a Living Shoreline Project in Bayou Grande; and

B. Authorize the Chairman to sign the Resolution.

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

11. Recommendation Concerning a Revision to the Board of County Commissioners' Deferred Retirement Option Program (DROP) Policy, Section II, Part C.34 - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board adopt the revised Policy, entitled "Deferred Retirement Option Program (DROP)," amending Section II, Part C.34, of the Board of County Commissioners' Policy Manual, to permit the County Administrator to approve an employee to receive payment or terminal leave for accrued and unused Annual Leave or Paid Time Off rather solely terminal leave.

12. Recommendation Concerning a Revision to the Board of County Commissioners' Discipline Policy, Section II, Part C.2 - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board adopt the revised Policy, entitled "Discipline Policy," amending Section II, Part C.2, of the Board of County Commissioners' Manual, to address certain gaps in the Policy and to provide a more general description of employees' responsibilities.

13. Recommendation Concerning a Revision to the Board of County Commissioners' Tobacco-Free Hiring Policy, Section II, Part D.8 - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board adopt the revised Policy, entitled "Tobacco-Free Hiring Policy," amending Section II, Part D.8, of the Board of County Commissioners' Policy Manual, to remove procedural provisions and to reduce the hiring ineligibility period from one year to 90 days.

14. Recommendation Concerning an Appointment to the Merit System Protection Board – Thomas G. "Tom" Turner, Human Resources Department Director

That the Board approve the appointment of Ms. Sharon McHarris to the Board of County Commissioners' seat on the Merit System Protection Board, effective August 21, 2014, through September 30, 2015, to complete the term of the former appointee, William (Bill) Gahlenbeck, who resigned.

15. Recommendation Concerning the Request for Disposition of Property for the Facilities Management Department - David W. Wheeler, CFM, Facilities Management Department Director

That the Board approve the three Requests for Disposition of Property Forms for the Facilities Management Department, for property which is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed of.

16. Recommendation Concerning the Donation of Computers to Milk and Honey Outreach Ministries, Inc. - Jack R. Brown, County Administrator

That the Board adopt the Resolution authorizing the donation of computers to Milk and Honey Outreach Ministries, Inc., a not-for-profit Florida corporation, that provides an after-school tutoring program for at-risk children in the vicinity of Attucks Court.

17. Recommendation Concerning an Appointment to the Escambia Marine Advisory Committee - Jack R. Brown, County Administrator

That the Board confirm Commissioner Wilson B. Robertson's appointment of William M. Myrick to the Escambia Marine Advisory Committee, effective August 21, 2014, to serve as one of his two appointees, to replace Earle Rader, who resigned; this appointment will run concurrent with Commissioner Robertson's term of office (2016) or at his discretion.

18. Recommendation Concerning the Florida Department of Economic Opportunity's Competitive Florida Partnership Program - Commissioner Steven L. Barry, District 5

That the Board consider authorizing the Chairman to sign a Letter of Support for the Town of Century to take part in the Florida Department of Economic Opportunity's (DEO) Competitive Florida Partnership Program, a targeted technical assistance program that helps communities map their strengths and identify what makes them unique, then identify opportunities and improvements that fit within their character for greater economic and community development.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Federal Elections Activities Grant Funding for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board take the following action concerning Federal Elections Activities Grant Funds from the Department of State:

A. Certify that the County will match State Grant funds with \$7,476.15 from the Supervisor of Elections' Fiscal Year 2014/2015 Budget; and

B. Authorize the Chairman to sign the Certificate Regarding Matching Funds and the Certificate of Equipment for Casting and Counting Ballots.

In order to receive the Federal Elections Activities funds, the Legislature has required that the Chairman of the Board of County Commissioners certify that the County will match the State funds with a 15% County match. Both the State funds and the County matching funds must be held in a separate account to be used solely for activities relating to Federal Elections. The required match for this Grant is \$7,476.15. The match is included in the Supervisor of Elections' Fiscal Year 2014/2015 Budget under Cost Center 550101 and various Object Codes.

2. Recommendation Concerning the Purchase of a Mobile Command/Training Center Trailer - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the replacement of the Public Safety Mobile Command Trailer (Asset #49498):

A. Approve the purchase of one 53-foot triple expandable Training/Command Center Mobile Trailer, Model # KTTEXP53CP, for the amount of \$611,420.89, delivered, per the terms and conditions of General Services Administration (GSA), Schedule 23V, Vehicular Multiple Award Schedule, SIN: 190-05, Contract GS-30F-0001Y, and according to specifications VE13-14.026; and

B. Authorize the issuance of a Purchase Order to Trailer Technologies Holdings, LLC, d/b/a Kentucky Trailer Technologies, for this purpose.

[Funding: Fund 352, LOST III, Cost Center 330435, Project Number 14PS3028, Object Code 56401]

3. Recommendation Concerning the First Amendment to Lease Agreement with SLJM Properties, LLC, and Escambia County for the Emergency Medical Services Division - Michael D. Weaver, Public Safety Department Director

That the Board approve, and authorize the Chairman to sign, the First Amendment to Lease Agreement between SLJM Properties, LLC, and Escambia County transferring responsibility for electricity service charges from Lessor to Lessee for the office/warehouse unit located at 760 Van Pelt Lane, Unit "D," Pensacola, leased for minor fleet maintenance and storage purposes for the Emergency Medical Services (EMS) Division.

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302]

4. Recommendation Concerning Boston Mutual Life Insurance Company - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning Whole Life Insurance Policies for County employees:

A. Approve the Agreement Relating to Voluntary Whole Life Insurance Coverage between Boston Mutual Life Insurance Company and Escambia County to provide employee-purchased whole life insurance; and

B. Authorize the County Administrator to sign the Agreement.

5. Recommendation Concerning Flexible Benefits Plan Administrative Services (P.D. 12-13.029) - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning Flexible Benefits Plan Administrative Services (PD 12-13.029):

A. Approve Amendment Number 2013-01 which changes the eligibility requirement for employees to enroll in the health care reimbursement program to the first day of the Plan Year following the employee's date of hire and reduces the maximum amount they can elect to \$2,500 from \$2,600, according to federal law; and

B. Approve Article II Carryover Election to the Flexible Spending Plan Document to reflect a carryover revision authorized by IRS and approved by the Board, to go into effect on October 1, 2014; and

C. Authorize the County Administrator to sign Amendment Number 2013-01, Amendment Number 2014-01 (Amendment Number 2014-01 was approved on July 10, 2014), and Article II Carryover Election to the Flexible Spending Plan Document.

6. Recommendation Concerning Group Medical Insurance - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board authorize the County Administrator to sign the BlueCross BlueShield of Florida, Inc., Annual Accounting and Retention Agreement (Pro-Share Agreement which is part of the County's Group Medical Insurance), which was approved by the Board on July 24, 2014, County Administrator's Report II-16B. (The Agreement was not available for signature at the time the renewal was approved.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501]

7. Recommendation Concerning the Termination of Administrative Leave Authorized on June 3, 2014 - Thomas G. "Tom" Turner, Human Resources Director

That the Board approve terminating the use of administrative leave to make Jail employees whole, who were working at the Central Booking and Detention Facility April 30, 2014, the night of the explosion, effective with the pay period ending August 29, 2014, and approve that normal policy be followed thereafter.

8. Recommendation Concerning Establishing the Tax Increment for Funding Each of the Neighborhood Redevelopment Agency Trust Funds - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution establishing the tax increment for funding each of the Neighborhood Redevelopment Agency Trust Funds at 50 percent, increased from the 34.3 percent increment established for Fiscal Year 2013/2014. The Board provided direction at the July 8-9, 2014, Budget Workshops increasing the TIF increment to 50% for Fiscal Year 2014/2015. This Resolution allows the Board to establish the funding levels within the Tax Increment Funding Districts (TIFD).

9. Recommendation Concerning Memorandum of Agreements for the Temporary Housing of Inmates - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning three Memorandum of Agreements (MOA) for the Escambia County Corrections Department:

A. Approve the following three MOAs for the purposes of establishing the terms whereby inmates of Escambia County may be temporarily housed and whereby Escambia County may temporarily house inmates from other counties:

1. The MOA between Escambia County and the Walton County Sheriff's Office for the Temporary Housing of Inmates, effective May 1, 2014, until terminated as provided in the Agreement;

2. The MOA between Escambia County, Florida, and the Sheriff of Santa Rosa County, Florida, effective April 30, 2014, to April 29, 2015, with options to renew; and

3. The MOA between Escambia County and Okaloosa County for the Temporary Housing of Inmates, effective May 1, 2014, until terminated as provided in the Agreement; and

B. Authorize the Chairman to sign the three MOAs.

[Funding: Fund 501, Internal Services Fund, Cost Center 140836]

10. Recommendation Concerning Supplemental Budget Amendment #231 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #231, Other Grants and Projects Fund (110) in the amount of \$317,000, to recognize proceeds from the Office of the State Courts Administrator (OSCA), and to appropriate these funds for Fiscal Year 2014/2015 Drug Court Treatment Services in Escambia County.

11. Recommendation Concerning Supplemental Budget Amendment #232 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #232, Law Enforcement Trust Fund (121) in the amount of \$367,443, to recognize additional revenues from various law enforcement activities, and to appropriate these funds into the Sheriff's Law Enforcement Trust (LET) Budget for related law enforcement activities in Escambia County pursuant to F.S. 932.7055.

12. Recommendation Concerning Supplemental Budget Amendment #233 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #233, General Fund (001) in the amount of \$112,438, to recognize the Sheriff's Department off-duty officer, insurance, and miscellaneous reimbursements/fees, and to appropriate these funds for Law Enforcement activities in Escambia County.

13. Recommendation Concerning Supplemental Budget Amendment #239 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #239, State Housing Initiatives Partnership Program (SHIP) Fund (120) and the General Fund (001) in the amount of \$1,433,468, to recognize the 2015 SHIP Program allocation provided by the Florida Housing Finance Corporation (FHFC), and to appropriate these funds to support Grant-funded affordable housing activities in Escambia County and the City of Pensacola.

14. Recommendation Concerning Supplemental Budget Amendment #243 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #243, Local Option Sales Tax III Fund (352) in the amount of \$5,000,000, to recognize proceeds from two State of Florida Department of Transportation (FDOT) Local Agency Program Agreements (LAP), and to appropriate these funds for construction of paved shoulders along County Road 196 and County Road 99.

15. Recommendation Concerning Supplemental Budget Amendment #248 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #248, FTA Capital Projects Fund (320) in the amount of \$310,819, to recognize proceeds from the Florida Department of Transportation (FDOT) and the Federal Transit Administration (FTA), and to appropriate these funds to purchase a replacement paratransit vehicle and seventeen bus shelters.

16. Recommendation Concerning the Re-bid Radio Frequency Identification System and Automated Material for West Florida Public Library, PD 13-14.062 - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract PD 13-14.062, for Re-bid Radio Frequency Identification System and Automated Material for the West Florida Public Library, to Tech Logic Corporation, in the amount of \$455,365.43.

[Funding: Fund 352, Lost III, Cost Center 110267, Object Code 56801, Project #14PF2638 - \$31,528.94, Software; Fund 352, Lost III, Cost Center 110267, Object Code 56401, Project #14PF2638 - \$379,985.26, Hardware; Fund 352, Lost III, Cost Center 110267, Object Code 53401 Project #14PF2638 - \$43,851.23, Services]

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

That the Board ratify the following August 21, 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 Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and William and Milda Allen, the owners of residential property located at 2319 West Desoto Street, Pensacola, Florida, in the Brownsville Redevelopment District, each in the amount of \$4,020, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, for roof replacement;

2. The Agreements between Escambia County CRA and Bernard J. Jacobs, the owner of residential property located at 107 Mandalay Drive, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$1,275, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection;

3. The Agreements between Escambia County CRA and Michael S. Kelly, the owner of residential property located at 312 Payne Road, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$3,727, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for roof replacement and sanitary sewer connection; and

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

18. Recommendation Concerning Rescinding Residential Rehab Grant Program Funding and Lien Agreements for 216 Milton Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following August 21, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), rescinding the following Board's action of October 17, 2013, concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 216 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Sean Christiansen, the owner of residential property located at 216 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,042, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

19. Recommendation Concerning the Cancellation of Four Residential Rehab Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following August 21, 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 Residential Rehab Grant Program Liens:

A. Approving the following cancellation of four Residential Rehab Grant Program Liens, as the Grant recipients have met their Grant requirements:

Property Owner	Address	Amount
Nancy McAllister	115 Rue Max Avenue	\$1,037
Leslie Hope	12 Marine Drive	\$1,019
Carl M. and Diana L. Manning	102 Jamison Street	\$4,137
Kenneth and Laurie Peltier	625 Rue Max Avenue	\$6,000

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

20. Recommendation Concerning the Acquisition of Property Located at 3804 Frontera Circle - Keith Wilkins, Community & Environment Department Director:

That the Board take the following action concerning the property located at 3804 Frontera Circle within the Brownsville Community redevelopment Area:

A. Authorize the purchase of the parcel of real estate (totaling approximately 0.04 acres) from the Community Enterprise Investments, Inc. (CEII), a non-profit organization, for the amount of \$1,600 in accordance with the terms contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase for the acquisition of the parcel of real property located at 3804 Frontera Circle; and

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

[Funding Source: Fund 151, Community Redevelopment Agency, Cost Center 220515 CRA Brownsville, Object Code 56101]

21. Recommendation Concerning Purchase Orders in Excess of \$50,000 for Fiscal Year 2013-2014 for the Escambia County Corrections Department, Jail Division - Gordon C. Pike, Corrections Department Director

That the Board, for the Fiscal Year 2013-2014, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the various Divisions of the Corrections Department as follows:

Vendor	Amount	Contract Number
Charles Neely Corporation/PR Chemical and Paper Supply Vendor:150532	\$100,000	PD 13-14.046 BCC Approved 06/03/2014
Maxim Healthcare Services	\$85,000	N/A

[Funding: Fund 001, General Fund, Cost Center 290401, Detention; Fund 112, Disaster Recovery, Cost Center 330491, Cat B-April 2014 Floods, Project #ESBCD03]

22. Recommendation Concerning a Change Order for Panhandle Grading & Paving, Inc., Maintenance at the Perdido Landfill - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order:

Department:	Solid Waste Management
Division:	Engineering/Environmental Quality
Type:	Addition
Amount:	\$35,160
Vendor:	Panhandle Grading & Paving, Inc.
Project Name:	Engineering Services for Maintenance at Perdido Landfill
Contract:	-----
Purchase Order Number:	140740
Change Order (CO) Number:	1
Original Award Amount:	\$45,000
Cumulative Amount of Change Orders through this CO:	\$35,160
New Contract Total:	\$80,160

[Funding: Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101]

23. Recommendation Concerning an Application for Certificate of Need and Notification of Name Change for Wise Recycling I, LLC - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning an Application for Certificate of Need and Notification of Name Change for Wise Recycling I, LLC, formerly operating as Wise Recycling, LLC:

- A. Approve the Application for Certificate of Need permitting Wise Recycling I, LLC, to operate in Escambia County; and
- B. Authorize the Chairman to sign the Certificate.

[Fund 401, Solid Waste, Account No. 343402]

24. Recommendation Concerning Joint Participation Agreement Providing Funding for Operations for Fixed Route Service, Fiscal Year 2014-2015, Transit Block Grant Funding to Escambia County Area Transit - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Public Transportation Joint Participation Agreement (JPA), Financial Project Number 4222571 84 01, Providing Fiscal Year 2014-2015, Transit Block Grant Funding to Escambia County Area Transit (ECAT):

- A. Approve the JPA, Financial Project Number 4222571 84 01, providing Fiscal Year 2014-2015 Transit Block Grant Funding to (ECAT);
- B. Adopt the Resolution authorizing the application and acceptance of these funds; and
- C. Authorize the Chairman to execute the Resolution, JPA Notification of Funding, and all other required documents pertaining to this JPA without further action of the Board.

[Funding: The required 50% match of \$809,493 is included in ECAT's Fiscal Year 2014/2015 Budget. There will be no additional costs to the County as a result of this action]

25. Recommendation Concerning the Joint Participation Agreement, Providing Fiscal Year 2014-2015 Section 5311 Non-Urbanized Area Formula Program Grant Funding to Escambia County Area Transit - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning State of Florida Department of Transportation Public Transportation Joint Participation Agreement (JPA), Financial Project Number 4213682 84, providing Fiscal Year 2014-2015, Section 5311 Non-Urbanized Area Formula Program Grant funding to Escambia County Area Transit (ECAT):

A. Approve the JPA, Financial Project Number 4213682 84, providing for Florida Department of Transportation (FDOT) participation in the amount of \$158,258 of Fiscal Year 2014/2015 funding to Escambia County Area Transit (ECAT);

B. Adopt the Resolution authorizing the application and acceptance of these funds; and

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

[Funding: There will be no additional costs to the County as a result of this action. Projects funded by this JPA are included in the Fiscal Year 2014/2015 Budget]

26. Recommendation Concerning a Memorandum of Agreement Regarding Payment Information for the Signalization Project at State Road 95/US 29 (Highway 29) and State Road 97 (Highway 97) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Memorandum of Agreement (MOA) regarding payment information for the Signalization Project at State Road (SR) 95/US 29 (Highway 29) and State Road (SR) 97 (Highway 97):

A. Approve and authorize the Chairman to sign the Memorandum of Agreement regarding payment information for the signalization project at SR 95/US 29 (Highway 29) and SR 97 (Highway 97); and

B. Authorize staff to sign any additional documents associated with this MOA and the construction costs related to this intersection and signal.

[Funding Source: Fund 352, "LOST III," Account 210107, Object Code 56301, Project #14EN3015]

27. Recommendation Concerning Amendment No. 1 to Agreement With State of Florida Commission for the Transportation Disadvantaged - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and ratify the County Administrator's signature on Amendment No. 1 to State of Florida Commission for the Transportation Disadvantaged (CTD) Medicaid Non-Emergency Transportation (NET) Program Subcontracted Transportation Provider Agreement, regarding changes in the implementation of Florida's Managed Medical Assistance Program administered by the Agency for Health Care Administration. Escambia County Board of County Commissioners is the Community Transportation Coordinator (CTC) for Escambia County and, as such, is responsible for providing transportation for the transportation-disadvantaged in our county, with funding assistance from the CTD.

The rates for transporting Medicaid-eligible passengers changed on August 1, 2014, due to the implementation of Florida's Managed Medical Assistance Program.

[Funding: The Florida Commission for the Transportation Disadvantaged provides funding for the CTC, available in Fund 104, Mass Transit]

28. Recommendation Concerning the Joint Participation Agreement, Providing Additional Fiscal Year 2014/2015 Funding to Escambia County for the Urban Corridor Project on Davis Highway - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Public Transportation Joint Participation Agreement (JPA), Financial Project Number 4222601 84 01, Providing Additional Fiscal Year (FY) 2014/2015 Funding, to Escambia County for the Urban Corridor Project on Davis Highway:

A. Approve the JPA, Financial Project Number 4222601 84 01, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$400,000, for FY 2014/2015 Funding to Escambia County for the Urban Corridor project on Davis Highway;

B. Adopt the Resolution authorizing the acceptance and application of these funds; and

C. Authorize the Chairman to execute the Resolution, the JPA, and all other required documents pertaining to this JPA, including Notifications of Funding, without further action of the Board.

[Funding: There will be no additional costs to the County with this JPA. This JPA requires no match]

29. Recommendation Concerning the Acquisition of a Vacant Parcel of Real Property Located at 1561 Galvin Avenue for Stormwater Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a vacant parcel of real property (approximately 0.20 acres), located at 1561 Galvin Avenue, from Lynn Ann Cutaio and Charles Butts:

A. Authorize the purchase of a vacant parcel of real property (approximately 0.20 acres), located at 1561 Galvin Avenue, for proposed stormwater drainage improvements, from Lynn Ann Cutaio and Charles Butts, for the appraised value of \$20,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve and authorize the Chairman to sign the Contract for Sale and Purchase for the acquisition of a vacant parcel of real property (approximately 0.20 acres), located at 1561 Galvin Avenue, from Lynn Ann Cutaio and Charles Butts; and

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

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330492/56101, Project No. ESCPW 22]

30. Recommendation Concerning the Acquisition of a Parcel of Real Property (with house) at 409 Elcino Drive for Stormwater Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (approximately 0.23 acres), with house, located at 409 Elcino Drive, from Gerard Rosado and Denise R. Rosado:

A. Authorize the purchase of a parcel of real property (approximately 0.23 acres), with house, located at 409 Elcino Drive, for proposed stormwater drainage improvements, from Gerard Rosado and Denise R. Rosado, for the appraised value of \$110,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve and authorize the Chairman to sign the Contract for Sale and Purchase for the acquisition of a parcel of real property (approximately 0.23 acres), with house, located at 409 Elcino Drive, from Gerard Rosado and Denise R. Rosado; and

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

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330493/54612/56101, Project No. ESDPW09]

31. Recommendation Concerning a Change Order to Hammond Engineering, Inc. for the "Innerarity Point Road Area Drainage Improvements Project" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Hammond Engineering, Inc. for the "Innerarity Point Road Area Drainage Improvements Project":

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$7,580.50
Vendor:	Hammond Engineering, Inc.
Project Name:	Innerarity Point Road Area Drainage Improvements Project
Contract:	PD 02-03.79.46.14.ENG
PO#:	131180
CO#:	2
Original Award Amount:	\$35,440.00
Cumulative Amount of Change Orders Through this CO:	\$18,950.50
New Contract Total:	\$54,390.50

[Funding Source: Fund 181 "Master Drainage Basin, Cost Center 210728 "Master Drainage Basin 10", Object Code 56301]

32. Recommendation to Approve Payment to Panhandle Grading & Paving, Inc., for Johnson Avenue Emergency Repair Project - April 29, 2014, Flood Event - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the Payment to Panhandle Grading & Paving, Inc., for Johnson Avenue Emergency Repair Project for the April 29, 2014, Flood Event, for the emergency response balance of line items of \$141,198.

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54612, Project #ESCPW26]

33. Recommendation Concerning a Change Order to Roads, Inc., of NWF on Contract PD 12-13.010, "County Road 297-A (Sandicrest to Kingsfield) Widening and Drainage Improvement Project" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Roads, Inc., of NWF, for the "CR297A (Sandicrest to Kingsfield) Widening and Drainage Improvement Project":

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$93,750
Vendor:	Roads, Inc. of NWF
Project Name:	"County Road 297-A (Sandicrest to Kingsfield) Widening and Drainage Improvement Project"
Contract:	PD 12-13.010
PO#:	130885
CO#:	5
Original Award Amount:	\$1,665,546.89
Cumulative Amount of Change Orders Through this CO:	\$199,617.60
New Contract Total:	\$1,865,164.49

[Funding Source: Fund 352, "LOST III", Cost Center 210107, Object Code 56301, Project #08EN0105]

34. Recommendation Concerning Funding for the Thunder Run Super Grand Prix - Amy Lovoy, Management and Budget Services Department Director

That the Board ratify the issuance of a Purchase Order to the Gulf Coast Powerboat Association, Inc. (GCPA), in the amount of \$40,000, for the Thunder Run Super Grand Prix.

[Funding Source: Fund 108, 4th Cent Tourist Development Tax, Cost Center 360105]

III. For Discussion

1. Recommendation Concerning Reimbursement of Lost Personal Property for Jail Employees Who Were on Duty at the Central Booking and Detention Facility at the Time of the Explosion on April 30, 2014 - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning the reimbursement of lost personal property, for jail employees who were on duty, at the Central Booking and Detention Facility at the time of the explosion on April 30, 2014:

A. Approve the reimbursement for lost personal property, in the amount of \$100 each for 22 jail employees, in the total amount of \$2,200, per the list provided; and

B. Approve the reimbursements, which exceed \$100 each, for eligible lost personal property items as noted for the following employees, in the total amount of \$6,074.67, per the Claim for Lost Personal Property Forms provided:

1. Amanda Tijerina, Detention Assistant: house keys, 2013 Dodge Charger key (reported on form replacement cost of \$450 - amount only includes \$250 based on quote from dealership), purse, lunch box, Kohl's gift card, Gulf Islands National Seashore Annual Pass, key ring, and black jacket - \$342;
2. Kelley Bradford, Detention Assistant: 2006 Nissan Frontier key/remote, 2012 Nissan Rogue key, purse and contents, Driver License replacement, cash, and lunch box - \$420;
3. Stacy Taylor, EMT: purse and contents that include cash, three debit cards and two checkbooks, duffel bag and contents, rain boots, two wallets, lunch bag, cash, and jacket - \$454;
4. Donald Bast, Corrections Officer: Apple I-Pad, Series 6 exam manual, Stanley water bottle, Stanley lunch box, and work bag - \$943.92;
5. Roberta Varvorines, Lieutenant: two jackets, Tervis mug, Tervis tumbler glass, rolling ice chest, and a seven-quart crock pot - \$125.18;
6. Eve Harris, Detention Assistant: jacket, bluetooth headset, lunch tote, and water bottle - \$150;
7. Veronica Stanton, Corrections Officer: 2002 Ford Thunderbird key, 2012 Dodge Journey key, 1999 Dodge Ram key, 1993 Nissan pickup truck key, jacket, BGB leather work bag (\$498 replacement cost employee listed on form - amount only includes \$418.40 based on the most expensive bag on www.bgbleather.com), 1994 BMW 318i - \$1,082.90;

8. Theresa Dumas - Corrections Officer: 2007 Nissan Armada key and FOB and 2012 Dodge Ram key and FOB - \$527.73;

9. Larry Fradejas - Corrections Officer: leather Bible, bag, medical equipment, and calendar - \$260;

10. Calvin Lymons - Corrections Officer: 2006 Galant key and FOB, 1999 Mitsubishi Diamante key and FOB, rolling duffel bag, Lenovo 8" tablet (not authorized - not included in reimbursement), transitional progressive bi-focal glasses, and lunch bag - \$870.94;

11. Jerald Evans - Corrections Officer: Swiss Army backpack, Bible, and two black leather folders - \$150;

12. Sherri Sullivan - Corrections Officer: stimulator (was possibly paid by insurance - not included in reimbursement), leather bag, change purse and contents, lunch box, heater with fan, make-up, bag of pencils and pens - \$170;

13. Raymond Brown - Corrections Officer: work jacket, Dodge key - remote start, and Tac Force knife - \$318; and

14. Heather Gresham - Corrections Officer: car key FOB, cell phone Iphone 5c (not authorized - not included in reimbursement), work jacket, and lunch box - \$260.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140836]

2. Recommendation Concerning a Request for Funding for the Blue Angel and Pensacola Classics - Commissioner Steven Barry, District 5

That the Board consider the request from the Gulf Coast Texans, for \$2,500, to be funded from the 4th Cent Tourist Development Tax, for both the Blue Angel and Pensacola Classics, totaling \$5,000, and approve the Purchase Order for this purpose.

3. Recommendation Concerning Change Order #2 to Dewberry Consultants for \$300,000 - Amy Lovoy, Director, Management & Budget Services Department Director

That the Board approve Change Order #2 to Purchase Order 141317, in the amount of \$300,000, bringing the job total to \$1,200,000 or .77% of the estimated identified damages to date.

4. Recommendation Concerning the Request from the Friends of West Florida Public Library, Inc. - Darlene Howell, Library Administrator

That the Board approve the request from the Friends of West Florida Public Library, Inc., to serve wine or champagne at their annual fund-raising dinner on Saturday night, September 13, 2014, at the Main Library, 239 North Spring Street, Pensacola, Florida, from the hours of 5:30 p.m. until 9:00 p.m.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning the Scheduling of a Public Hearing on September 4, 2014, at 5:31 p.m., for Consideration of Amending Part 1, Chapter 34, Section 34-9 of the Escambia County Code of Ordinances Relating to the Assessment of Teen Court Additional Court Costs.

That the Board authorize scheduling a Public Hearing on September 4, 2014, at 5:31 p.m., for consideration of amending Part 1, Chapter 34, Section 34-9 of the Escambia County Code of Ordinances relating to the assessment of teen court additional court costs.

2. Recommendation Concerning an Alternate Canvassing Board Appointment

That the Board take the following action:

A. Rescind the Board's action dated May 15, 2014 appointing Commissioner Lumon J. May as the alternate Canvassing Board appointment (copy of Resume attached); and

B. Authorize the Chairman to sign the attached letter to Chief Judge Terry D. Terrell respectfully requesting that he appoint Wayne Peacock as the 2014 Canvassing Board alternate.

3. Recommendation Concerning the Settlement of a Workers' Compensation Claim Involving Michael Mayne

That the Board approve a washout workers compensation settlement to former deputy sheriff Michael Mayne in the amount of \$428,000.00 for the indemnity portion of his workers compensation claims, as well as any other non-workers compensation claims that Mr. Mayne may have against the County. This settlement covers primarily three workers' compensation claims that resulted in catastrophic injuries to Mr. Mayne. Because of a pending dispute among the excess insurers, there is no guarantee of reimbursement from any excess carriers, and does not resolve the medical portion of Mr. Mayne's claims.

II. For Discussion

1. Recommendation Concerning Amending the Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens Policy

That the Board discuss and adopt the amendments to the County's policy on the Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens.

17. Items added to the agenda.
18. Announcements.
19. Adjournment.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6648

Proclamations 7.

BCC Regular Meeting

Meeting Date: 08/21/2014

Issue: Adoption of Proclamations

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the following two Proclamations:

A. The Proclamation commending and congratulating Thomas Moore on his selection as the "Employee of the Month" for August 2014; and

B. The Proclamation bestowing honor and gratitude upon the Military Order of the Purple Heart, Sharon Lane Chapter 566, and recognizing Escambia County as a "Purple Heart County in the State of Florida."

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, Thomas Moore, a Maintenance Technician in the Facilities Management Department, began his employment with the County on December 9, 1985, and is selected for "Employee of the Month" for August 2014, for the standards of excellence that he has displayed in the performance of his duties; and

WHEREAS, Mr. Moore is assigned to the Facilities Management Department as the Sign- Maker, Locksmith, and Sheet Metal Specialist for the Board of County Commissioners (BCC). His wide range of duties and responsibilities play a key role in Escambia County's ability to serve the citizens; and

WHEREAS, Mr. Moore's signs, guiding and informing people, can be seen in and around every County facility. Not only does Mr. Moore make a sign, he most often creates the design for the sign. As the County Locksmith, he is in the forefront of providing physical security to County buildings and can be counted upon, day or night, to quickly respond to a customer's need; and

WHEREAS, as the Emergency Operations Center Representative for the Facilities Management Department, Mr. Moore prepares status reports to keep the staffs of the Emergency Operations Center and the Facilities Management Department advised of disaster preparedness issues, readiness progress, and recovery operations; and

WHEREAS, Mr. Moore works closely with all of the Elected Officials and their staffs, i.e., the County Commissioners, Clerk of the Circuit Court, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector, and supports the Employees' Health Clinic staff along with the BCC Departments and their employees. Mr. Moore's Supervisor often receives commendatory correspondence from his customers concerning Mr. Moore's professionalism and creativity.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Thomas Moore on his selection as the "Employee of the Month" for August 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: August 21, 2014

PROCLAMATION

WHEREAS, the Purple Heart is the oldest military decoration still in present use and was initially created by George Washington in 1782 as the "Badge of Military Merit"; and

WHEREAS, the Purple Heart was the first American Service Award made available to the common soldier and is awarded to any member of the United States Armed Services who is wounded or killed in combat with a declared enemy of the United States; and

WHEREAS, the organization, composed exclusively of Purple Heart recipients, now known as the "Military Order of the Purple Heart" was formed in 1932 for the protection and mutual interest of all who have received the decoration. The Military Order of the Purple Heart is the only Veterans' Service Organization composed strictly of "combat-wounded" veterans; and

WHEREAS, the Mission of the Military Order of the Purple Heart, chartered by an Act of Congress, is to foster an environment of goodwill among the combat-wounded veteran members and their families; to promote patriotism; to support related legislative initiatives; and, most importantly, to make sure we never forget the sacrifices made by those so decorated; and

WHEREAS, there have been many former Escambia County residents who have made the ultimate sacrifice in giving their lives in the cause of freedom, and there are numerous combat-wounded veterans who currently reside in the County, and as Purple Heart Awardees, contribute to their County in countless ways; and

WHEREAS, the Military Order of the Purple Heart, Sharon Lane Chapter 566 is named honoring the only Army Nurse killed in the service of her country in Vietnam as a direct result of enemy fire, 1st Lt. Sharon Lane, who was killed on June 8, 1969; and

WHEREAS, Escambia County falls within the purview of Chapter 566 of the Military Order of the Purple Heart and wishes to pledge its strong support for this noble organization and for those who put their lives at risk in service to their country and their fellow citizens.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, bestows honor and gratitude upon the Military Order of the Purple Heart, Sharon Lane Chapter 566, and recognizes Escambia County as a "Purple Heart County in the State of 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

Adopted: August 21, 2014



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6646

Proclamations 8.

BCC Regular Meeting

Meeting Date: 08/21/2014

Issue: Adoption of Retirement Proclamations

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

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

A. The Proclamation commending and congratulating Willie B. Dyess, Jail Master Corrections Officer, Corrections Department, on her retirement after 28 years of service;

B. The Proclamation commending and congratulating Bernadette M. Gangloff, Director's Aide, Management and Budget Department, on her retirement after 20 years of service;

C. The Proclamation commending and congratulating Morris B. Gilbert, Fire Inspector, Public Safety Department, on his retirement after 17 years of service;

D. The Proclamation commending and congratulating John L. Sims, Fire Services Manager, Public Safety Department, on his retirement after 24 years of service; and

E. The Proclamation commending and congratulating Lydia J. Smith, Jail Senior Corrections Officer, Corrections Department, on her retirement after 18 years of service.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

082114 ret procs

PROCLAMATION

WHEREAS, Willie B. Dyess worked as a County employee very faithfully for 28 years, retiring as a Jail Master Corrections Officer with the Corrections Department, Jail Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Willie B. Dyess on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Willie B. Dyess for 28 years of faithful and dedicated service as a County employee.

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

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

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

Deputy Clerk

Adopted: August 21, 2014

PROCLAMATION

WHEREAS, Bernadette M. Gangloff worked as a County employee very faithfully for 20 years, retiring as a Director's Aide with the Management and Budget Department.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Bernadette M. Gangloff on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Bernadette M. Gangloff for 20 years of faithful and dedicated service as a County employee.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

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

Deputy Clerk

Adopted: August 21, 2014

PROCLAMATION

WHEREAS, Morris B. Gilbert worked as a County employee very faithfully for 17 years, retiring as a Fire Inspector with the Public Safety Department, Fire Services Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Morris B. Gilbert on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Morris B. Gilbert for 17 years of faithful and dedicated service as a County employee.

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

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

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

Deputy Clerk

Adopted: August 21, 2014

PROCLAMATION

WHEREAS, John L. Sims worked as a County employee very faithfully for 24 years, retiring as a Fire Services Manager with the Public Safety Department, Fire Services Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates John L. Sims on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to John L. Sims for 24 years of faithful and dedicated service as a County employee.

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

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

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

Deputy Clerk

Adopted: August 21, 2014

PROCLAMATION

WHEREAS, Lydia J. Smith worked as a County employee very faithfully for 18 years, retiring as a Jail Senior Corrections Officer with the Corrections Department, Jail Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Lydia J. Smith on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Lydia J. Smith for 18 years of faithful and dedicated service as a County employee.

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

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

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

Deputy Clerk

Adopted: August 21, 2014



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6471

Written Communication 9. A.

BCC Regular Meeting

Meeting Date: 08/21/2014

Issue: (Code) Enforcement Lien Relief –6503 Bellview Pines Road

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

June 17, 2014, e-mail communication from Srivathsa Prakash, Associate, REO Settlement Services, Premium Title, requesting the Board forgive a Code Enforcement Lien attached to property located at 6503 Bellview Pines Road.

Recommendation: That the Board review and consider lien relief request made by Premium Title against property located at 6503 Bellview Pines Road.

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

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

Premium Title has no other recourse but to appeal before the Board under Written Communication.

BACKGROUND:

The Office of Environmental Enforcement received a complaint concerning overgrowth, trash, debris and an inoperable vehicle. Property was inspected and violations observed. Notice of Violation was posted on property and mailed to owner and the bank both regular and certified mail. Both parties received their notices.

Two reinspections were conducted and violations remained. Officer requested special magistrate hearing.

Hearing notices were mailed to both parties and received.

Hearing was held on February 5, 2013. County was awarded court cost in the amount of \$1,100.00, \$50.00 per day fine was assessed with a deadline of March 23, 2013 to abate

violations. Copies of orders were mailed to both parties.

Reinspection was conducted and violations remained. Letter of Non-Compliance was mailed to both parties.

On May 1, 2014 The property was brought into compliance by the Bank of New York.

BUDGETARY IMPACT:

The itemized costs shown in the code enforcement lien:

Cost

A. Administrative Cost: \$1,100.00

B. Daily Fines: \$20,200.00

C. Abatement Cost: \$0

TOTAL \$21,300.00

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

6503 Bellview Pines Road

Sandra F Slay

From: Prakash, Srivathsa [Srivathsa.Prakash@altisource.com]
Sent: Tuesday, June 17, 2014 2:58 PM
To: Sandra F Slay; Srivathsa Prakash - RW
Subject: CE1406-FL-1844838 6503 Bellview Pines Rd Pensacola Florida "Request for Negotiation"
(Attached in ResWare)
Attachments: Lien payoff.pdf; Negotiation Request Form.pdf

Hi Sandra,

Please find the attached Letter head and kindly provide us the settlement amount which will suffice all the parties

Thanks & regards

Srivathsa Prakash | Associate, REO Settlement Services

Premium Title™
P.O. Box 105460 | Atlanta, Georgia 30348-5460
P: (770) 612-7007 | ext: 298477 | F: (407) 737-5320
Srivathsa.Prakash@rw.altisource.com | www.altisource.com

Premium Title is a member of the Altisource family of companies.

I strive to provide excellent customer service. If you feel I am not providing timely or complete service, please feel free to escalate any concerns to my supervisor Suraj Harindranath at Suraj.Harindranath@rw.altisource.com | P: (770) 612-7007 | ext: 297987.

This email message and any attachments are intended solely for the use of the addressee. If you are not the intended recipient, you are prohibited from reading, disclosing, reproducing, distributing, disseminating or otherwise using this transmission. If you have received this message in error, please promptly notify the sender by reply email and immediately delete this message from your system. This message and any attachments may contain information that is confidential, privileged or exempt from disclosure. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. Message transmission is not guaranteed to be secure or free of software viruses.



Hi Sandra,

As a result of foreclosure, this property is owned by The Bank of New York Mellon and seller is selling this property to a new buyer and would like to settle the city dues before the closing. Hence I request you to provide us the negotiated payoff.

Parcel ID No.: 391S30-5203-003-002

Property Address: 6503 Bellview Pines Rd Pensacola Florida 32526

Copy of Lien payoff attached. Hence I request you to provide us the negotiated lien payoff

Note: Good through for 30 days.

If you have any question or suggestions please call me at 770-612-7007 ext 298477

Email ID: Srivathsa.Prakash@rw.altisource.com Fax-407-737-5320. Thanks for your support.

Thanks,

Srivathsa prakash | Settlement Services

Premium Title(tm)

| 2002 Summit Blvd. Suite 600 | Atlanta, Georgia 30319

| P: (770) 612-7007 | ext: 298477 | F: (407) 737-5320

Srivathsa.Prakash@rw.altisource.com | www.Altisource.com Premium Title is a member of the Altisource family of companies

Premium Title

2002 Summit Blvd. Suite 600 | Atlanta, Georgia 30319



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: 6503 Bellview Pines Road
Property Owner: Nathan D. and Tarolyn V. Benboe
Original Complaint: Overgrowth, trash, debris and inoperable vehicle
EE Case #: CE120702654

- 07/05/12** Received complaint for overgrowth, trash, debris and inoperable vehicle. Officer investigated complaint and observed the above violations. Notice of Violation was posted at property and sent to owner and bank both regular and certified mail. Notice of violation was received by both parties.
- 08/01/12** Officer reinspected property and observed violations remained.
- 10/05/12** Officer reinspected property and observed violations remained. Requested Special Magistrate.
- 01/23/13** Hearing notice mailed to owner and bank both regular and certified mail. Notices received by both parties.
- 02/05/13** Hearing held. Court cost of \$1,100.00 awarded to county, \$50.00 per violation per day fines assessed with a deadline of March 23, 2013 to abate violations.
- 02/06/13** Copy of order mailed to owner and bank both regular and certified mail.
- 03/24/13** Officer conducted her reinspection. He observed all violations remained.
- 03/26/13** Letter of Non-Compliance was mailed to the owner and bank.
- 05/01/14** Property was brought into compliance by bank.
- 05/19/14** Received lien forgiveness request from Timothy Burgess who is interested in purchasing the property from the bank.

Lien Amount

Court Cost	\$1,100.00
Fine	<u>\$20,200.00</u>

TOTAL	\$21,300.00
--------------	--------------------

This does not include interest.

JUN/12/2014/THU 11:32 AM
May. 13. 2014 11:15AM

FAX No.

No. 0493 P. 002
P. 2

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 12-07-02654
Location: 6503 Bellview Pines Road
PR# 391S30-5015-017-001

Bank of New York Mellon the Trustee for
Novastar Mortgage Funding Trust Series 2006-3
C/o Ocwen Loan Servicing, LLC
1661 Worthington Rd Ste 100
West Palm Beach, FL 33409

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of February 08, 2013; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (c) Inoperable Vehicle(s), . THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated February 08 , 2013.

Itemized Cost	
a. Fines (\$50.00 per day 3/23/13-5/01/14)	\$20,200.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	\$ 0.00
Total:	\$21,300.00

DONE AND ORDERED at Escambia County, Florida on this ____ day of _____, 2014.

Robert O Beasley
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 02/20/2013 at 01:21 PM OR Book 6977 Page 191,
Instrument #2013011889, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

Recorded in Public Records 02/20/2013 at 01:11 PM OR Book 6977 Page 135,
Instrument #2013011865, 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#12-07-02654
LOCATION: 6503 Bellview Pines Road
PR# 391830-5015-017-001**

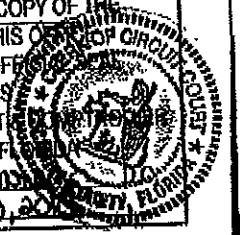
**Nathan D. & Carolyn V. Benbow
3000 Hollywood Avenue, #2104
Pensacola, Florida 32505**

ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida and the Special Magistrate having considered the evidence before him/her in
the form of testimony by the Enforcement Officer and the respondent or
representative, Nath Benbow, 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 Inoperable vehicle
- ☐ 42-196 (d) Overgrowth

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICE
PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
BY: Huttons Ma
DATE: February 20, 2014





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: 6977 Page: 191

Start Date 03/23/2013 Court Cost 1,100.00

Reimbursement Recording Fee Order 44.00 Reimbursement Recording Fee Lien 44.00

Amended Order ☒ Copies 7.00 Certified Abatement Costs 0.00

Fine Per Day \$50.00 Date Of Payoff 05/01/2014

*no additional
 fees due*

Fine Number Per Of Days Day 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
50.00 404	\$20,200.00	\$1,100.00	\$105.00	\$10.00	\$7.00	\$7.00	\$0.00	\$21,429.00

2013 CLO 118 89 same

-7 7-15-14

*attn Nath SA
 premium title*

401-737-5320

770-612-7007 X298477



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6509

Written Communication 9. B.

BCC Regular Meeting

Meeting Date: 08/21/2014

Issue: Environmental (Code) Enforcement Lien Relief –1220 Mills Avenue

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

June 18, 2014, communication from Pennye Putman, Branch Manager, Clear Title, requesting that the Board approve a Partial Release of Lien relative to a Code Enforcement Lien attached to property located at 1220 Mills Avenue.

Recommendation: That the Board review and consider a Lien relief request made by Pennye Putman against property located at 1220 Mills Avenue.

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

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

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

BACKGROUND:

The Office of Environmental Enforcement has never received a complaint on the property located at 1220 Mills Avenue. The seller is requesting a Partial Release of Lien attached to 1220 Mills Avenue through other code enforcement liens.

See bullets for 729 El Camino Drive, 275 Chestnut Street and 2702 W Bobe Street. Our office does have an open and active order against property located at 275 Chestnut Street.

BUDGETARY IMPACT:

The itemized costs shown in the 1st code enforcement lien: 729 El Camino Drive

Cost

A. Administrative Cost: \$18.50

B. Daily Fines: \$0

C. Abatement Cost: \$80.00

TOTAL (\$98.50)

Lien was cancelled on 10/04/13 BK 7077 PG 773

The itemized costs shown for the 2nd code enforcement lien: 729 El Camino Drive

A. Administrative Cost: \$18.50

B. Abatement Cost: \$200.00

TOTAL (\$218.50)

Lien was cancelled on 10/04/14 BK 7707 PG 774

The itemized costs shown for the 3rd code enforcement lien: 729 El Camino Drive

A. Administrative Cost: \$250.00

B. Abatement Cost: \$285.00

TOTAL (\$535.00)

Lien was cancelled on 10/04/14 BK 7077 PG 775

The itemized costs shown for the 4th code enforcement lien: 275 Chestnut Street

A. Administrative Cost: \$1,100.00

B. Fines: ?

C. Abatement Cost: ?

TOTAL ?

On going case.

The itemized costs shown for the 5th code enforcement lien: 2702 W Bobe Street

A. Administrative Cost" \$675.00

B. Fines 0

C. Abatement Cost: 0

TOTAL (\$675.00)

Lien was cancelled 07/18/07, paid in full.

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

1220 Mills Avenue

1220 Mills Avenue

1220 Mills Avenue

1220 Mills Avenue

1220 Mills Avenue

1220 Mills Avenue



June 18, 2014

Escambia County

Re: 1220 Mills Avenue

We are closing a transaction for the above referenced property. The seller is Hogar Community Reinvestment, LLC and the buyer is Pensacola Habitat for Humanity, Inc. (both non profit companies).

We have picked up in our title search several liens filed by Escambia County against Deutsche Bank (prior owner of our property). These liens are not against the property we are closing but are cross attaching liens.

We are requesting a Partial Release of Lien to release the property we are closing and trying to insure. Our property is Parcel ID # 352S31-1000-005-163 aka The South 15 feet of Lot 5, all of Lot 6, and the North ¼ of Lot 7, Block 163 Beach Haven, according to the Plat thereof as recorded in Deed Book 46; Page 51 of the Public Records of Escambia County, Florida.

I have enclosed copies of the Certificate of Title wherein Deutsche Bank acquired the property and a copy of the Quit Claim Deed where they conveyed title to Hogar Community Reinvestment, LLC for your review.

Please let me know what it would take to get a Partial Release of the attached liens at your earliest convenience as both parties are ready to close.


Sincerely

A handwritten signature in black ink that reads 'Penny Putman'. The signature is fluid and cursive, with the first name 'Penny' being more prominent than the last name 'Putman'.

Penny Putman

Branch manager

25 West Government Street
Pensacola, Florida 32502
(850) 477-0660
Fax (850) 477-1730



4636 Summerdale Boulevard
Pace, Florida 32571
(850) 994-3838
Fax (850) 994-3892

Sandra F Slay

From: Stephen G. West
Sent: Monday, June 23, 2014 8:58 AM
To: Sandra F Slay
Cc: Tara D. Cannon
Subject: RE: 1220 Mills Avenue

Sam:

As long as there are no outstanding violations on this parcel, you can arrange for the request to be presented to the Board.

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

From: Sandra F Slay
Sent: Thursday, June 19, 2014 9:44 AM
To: Stephen G. West
Subject: FW: 1220 Mills Avenue

Request for partial lien release.

Thanks

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

From: Rennee Hamel [<mailto:Rennee@cleartitle.info>]
Sent: Thursday, June 19, 2014 9:38 AM
To: Sandra F Slay
Subject: 1220 Mills Avenue

Here is the information Penny Putman requested I email to you. Thanks so much.

Rennee Hamel
Real Estate Closing Administrator
Clear Title of Northwest Florida, LLC
4636 Summerdale Blvd.
Pace, FL 32571
E-mail: Rennee@cleartitle.info
Phone: 850-994-3838
Fax: 850-994-3892

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

From: Penny Freeman On Behalf Of penny@
Sent: Thursday, June 19, 2014 10:14 AM
To: Rennee Hamel
Subject: Scanned image from MX-M453N

Reply to: penny@cleartitle.info <penny@cleartitle.info> Device Name: Not Set Device Model:
MX-M453N
Location: Not Set

File Format: PDF MMR(G4)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.



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: 729 El Camino Drive
Property Owner: Deutsche Bank National Trust
Original Complaint: Overgrowth, trash, debris and deteriorated structures
EE Case #: CE090604055

06/23/09 Received complaint and officer investigated. Officer observed overgrowth, trash, debris and deteriorated structure. Copy of notice was posted in site and notice was mailed to owner both regular and certified mail. Notice of violation received by owner.

07/14/09 No progress made to abate violations. Referred case to summary abatement.

10/02/09 Pre-bid inspection reveals violations remain.

12/07/09 Violations abated by county in the amount of \$98.50.

10/04/13 Lien cancelled BK 7077 PG 773

Cost

Administrative Cost: \$18.50

Abatement: \$80.00

Total \$98.50

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: 729 El Camino Drive
Property Owner: Deutsche Bank National Trust
Original Complaint: Overgrowth, trash and debris
EE Case #: CE100502814

05/19/10 Received complaint and officer investigated. Officer observed overgrowth, trash and debris. Copy of notice was posted in site and notice was mailed to owner both regular and certified mail. Notice of violation received by Kodea.

06/22/10 No progress made to abate violations. Referred case to summary abatement.

09/21/10 Pre-bid inspection reveals violations remain.

11/13/10 Violations abated by county in the amount of \$218.50.

10/04/13 Lien cancelled BK 7077 PG 774

Cost

Administrative Cost:	\$18.50
Abatement:	<u>\$200.00</u>
Total	\$200.50

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: 729 El Camino Drive
Property Owner: Deutsche Bank National Trust
Original Complaint: Overgrowth, trash and debris
EE Case #: CE110804028

08/25/11 Received complaint and officer investigated. Officer observed overgrowth, trash and debris. Copy of notice was posted in site and notice was mailed to owner both regular and certified mail. Notice of violation received. Unable to read signature.

09/08/11 No progress made to abate violations.

10/10/11 Contact made with the preservation company. Should have property cleaned by December 2.

12/02/11 No improvement. Refer to summary abatement.

01/11/12 Pre-bid inspection reveals violations remain.

01/30/12 Violations abated by county in the amount of \$535.00.

10/04/13 Lien cancelled BK 7077 PG 775

Cost

Administrative Cost:	\$250.00
Abatement:	<u>\$285.00</u>
Total	\$535.00

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: 275 Chestnut Street
Property Owner: Deutsche Bank National Trust/David Gillispie
Original Complaint: Overgrowth, trash, debris and deteriorated structure
EE Case #: CE131104204

11/01/13 Received complaint and officer investigated. Officer observed overgrowth, trash, debris and deteriorated structure. Copy of notice was posted in site and notice was mailed to owner both regular and certified mail. Notice of violation received by L. Bailey.

12/20/13 No progress made to abate violations. Requested title search.

02/12/14 No improvements. Refer to special magistrate.

02/27/14 Mailed Notice of Hearing to owners and posted property. Notices were received but unable to read signature.

03/26/14 Hearing held. \$1,100.00 court cost was awarded to the county. \$10.00 per day fine assessed with an end deadline for abatement of June 016, 2015.

Cost

Court Cost:	\$1,100.00
Fines:	?
Abatement:	<u>?</u>
Total	\$?

This is an active and open special magistrate order. Violations are present.

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: 2702 W Bobe Street
Property Owner: Deutsche Bank National Trust/David Gillispie
Original Complaint: Overgrowth, trash, debris and deteriorated structure
EE Case #: CE04090162

09/09/04 Received complaint and officer investigated. Officer observed overgrowth, trash, debris and deteriorated structure. Preparing notice for mailing.

11/08/04 Mailed notice of violation to owner both regular and certified mail. Received by Olga Ortiz.

01/05/05 No improvements. Refer to special magistrate. Requested title search.

03/02/05 No improvements.

03/24/05 Mailed Notice of Hearing to owners and posted property. Notices were returned.

04/12//05 Hearing held. \$675.00 court cost was awarded to the county. \$20.00 per day fine assessed with a deadline for abatement of April 20, 2005.

04/20/05 No improvements.

07/18/07 Violations abated by owner and LIEN PAID.

Cost

Court Cost: \$675.00

Fines: ?

Total PAID IN FULL

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

Prepared by and Return to:
Pennye Pulman, an employee of
Clear Title of Northwest Florida, LLC
4636 Summerdale Blvd.
Pace, Florida 32571
(850) 994-3838

File Number: PACE-14-8443

RELEASE OF LIEN

State of Florida

County of Escambia

For and in consideration of the sum of \$10.00 Dollars to Escambia County, Florida in hand this day paid, the receipt of which is hereby acknowledged, hereby release the following property:

The South 15 feet of Lot 5, all of Lot 6, and the North 1/2 of Lot 7, Block 163 of BEACH HAVEN, according to the Plat thereof as recorded in Deed Book 46, Page(s) 51, of the Public Records of Escambia County, Florida.

from those certain liens filed in the office of the Clerk of the Circuit Court of Escambia County, Florida, recorded in O.R. Book 5622, Page 699; O.R. Book 5622, Page 994; O.R. Book 7151, Page 993; O.R. Book 7151, Page 1272; O.R. Book 7001, Page 790; O.R. Book 7001, Page 7912 and O.R. Book 7001, Page 794.

This release is given on the express condition that it shall in no way affect the lien of the aforementioned Order / Lien on the remaining property described in that Order/Lien, but shall only be construed as a release from the lien as to the property above described.

WITNESS my hand and seal this _____ day of June, 2014.

ESCAMBIA COUNTY

BY:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on _____ day of June, 2014, by _____, as _____, for and on behalf of Escambia County, Florida who is personally known to me or who has produced a driver's license as identification.

NOTARY PUBLIC

Notary Print Name

My commission expires: _____

IN THE CIRCUIT COURT OF THE
1ST JUDICIAL CIRCUIT, IN AND FOR
ESCAMBIA COUNTY, FLORIDA
CIVIL DIVISION
CASE NO.: 2012 CA 001708

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE FOR FIRST
FRANKLIN MORTGAGE LOAN TRUST
2006-FF11, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES
2006-FF11,

Plaintiff,

vs.

GREG S. KATZENBACH A/K/A
GREGORY S. KATZENBACH;
DEPARTMENT OF TREASURY-
INTERNAL REVENUE SERVICE;
UNKNOWN TENANT; IN POSSESSION
OF THE SUBJECT PROPERTY,

Defendants.

CERTIFICATE OF TITLE

The undersigned, PAM CHILDERS, CLERK & COMPTROLLER hereby certifies that a certificate of sale has
been executed and filed in this action on Aug. 29, 2013 for the property described herein and that
no objections to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida:

THE SOUTH 15 FEET OF LOT 5, ALL OF LOT 6, AND THE NORTH 1/2 OF LOT 7, BLOCK 163 OF
BEACH HAVEN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN DEED BOOK 46,
PAGE (S) 51, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA

was sold to:

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR FIRST FRANKLIN
MORTGAGE LOAN TRUST 2006-FF11, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES
2006-FF11

c/o America's Servicing Company
7495 NEW HORIZON WAY
FREDERICK, MD 21703

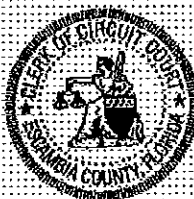
WITNESS my hand and the seal of the Court this 10th day of Sept., 2013.

PAM CHILDERS, CLERK & COMPTROLLER

Clerk Of The Circuit Court

By: 

Deputy Clerk



SERVICE LIST

Case No: 2012 CA 001708

CHOICE LEGAL GROUP, P.A.
ATTORNEY FOR PLAINTIFF
1800 N.W. 49TH STREET, SUITE 120
FORT LAUDERDALE, FL 33309

DESIGNATED PRIMARY E-MAIL FOR SERVICE
PURSUANT TO FLA. R. JUD. ADMIN 2.516
eservice@clelegalgroup.com

✓ GREG S. KATZENBACH
A/K/A GREGORY S. KATZENBACH
1130 CENTER STREET
MUSKEGON, MI 49442

DEPARTMENT OF TREASURY-INTERNAL REVENUE SERVICE
111 NORTH ADAMS STREET 4TH FLOOR
TALLAHASSEE, FL 32301

✓ UNKNOWN TENANT
1220 MILLS AVE
PENSACOLA, FL 32507

✓ UNKNOWN TENANT(S)
1220 MILLS AVE
PENSACOLA, FL 32507

09-10-13 *JS*

PREPARED BY: ServiceLink, Annmarie Reed, 1400 Cherrington Prkwy Moon Twp. PA 15108

RETURN TO: ServiceLink, 1400 Cherrington Prkwy, Moon Twp. PA 15108

R 3215203

QUIT CLAIM DEED

THIS INDENTURE, by Deutsche Bank National Trust Company, as Trustee for First Franklin Mortgage Loan Trust 2006-FF11, Mortgage Pass-Through Certificates, Series 2006-FF11, party of the first part ("Grantor"), whose mailing address is c/o Wells Fargo Bank, N.A. 8480 Stagecoach Circle Frederick, MD 21701, and Hogar Community Reinvestment, LLC, party of the second part ("Grantee"), whose mailing address is 1001 N 3rd Ave Suite #1 Phoenix, AZ 85003

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One and No/100ths Dollars, and other valuable consideration, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby remise, release and quit claim unto the said party of the second part forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described land in Escambia County, Florida, to-wit:

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF ESCAMBIA, STATE OF FLORIDA, BEING KNOWN AND DESIGNATED AS FOLLOWS:

THE SOUTH 15 FEET OF LOT 5, ALL OF LOT 6, AND THE NORTH 1/2 OF LOT 7, BLOCK 163 OF BEACH HAVEN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN DEED BOOK 46, PAGE(S) 51, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

TO HAVE AND TO HOLD the above described premises, with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the proper use, benefit and on behalf of the said party of the second part, and assigns forever.

IN WITNESS WHEREOF, the said parties of the part have set their hands on 24, 2014.
march

Deutsche Bank National Trust
Company, as Trustee for First
Franklin Mortgage Loan Trust
2006-FF11, Mortgage Pass-Through
Certificates, Series 2006-FF11, by
Wells Fargo Bank, N.A. as attorney
in fact.

[Signature]
Witness #1
Print Name: Jordan Van Hook

[Signature]
Witness #2
Print Name: Scott Gates

[Signature]
By: TAMARA A STONE
Its: Vice President Loan Documentation

State of Iowa


County Dallas

On this 24th day of Mar, 2014, before me, a Notary Public in and for said county, personally appeared William A. Sosa, to me personally known, who being by me duly sworn (or affirmed) did say that that person is VP (title) of said Wells Fargo Bank, N.A. as attorney in fact for Deutsche Bank National Trust Company, as Trustee for First Franklin Mortgage Loan Trust 2006-FF11, Mortgage Pass-Through Certificates, Series 2006-FF11, by authority of its board of (directors or trustees) and the said (officer's name) William A. Sosa acknowledged the execution of said instrument to be the voluntary act and deed of said (corporation or association) by it voluntarily executed.

Kenneth L. Kiger (Signature)
Kenneth L. Kiger
Notary Public

(Stamp or Seal)



 First American Title	Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule A	1054-3170415

File No.: PACE-14-8443

1. Effective Date: May 22, 2014 @ 08:00 AM

2. Policy (or Policies) to be issued: Proposed Amount of Insurance:
 - a. Owner's Policy (Identify form used) \$8,000.00
 ALTA Owner's Policy of Title Insurance (6-17-06) (with Florida modifications)
 Proposed Insured: Premium: \$0.00
 Pensacola Habitat for Humanity, Inc., a Florida not for profit corporation
 - b. Loan Policy (Identify form used) \$0.00
 ALTA Loan Policy of Title Insurance (6-17-06) (with Florida modifications)
 Proposed Insured: Premium: \$0.00
 - c. \$
 Proposed Insured: Premium: \$

3. The estate or interest in the land described or referred to in this Commitment is fee simple

4. Title to the estate or interest in the land is at the Effective Date vested in: Hogar Community Reinvestment, LLC

5. The land referred to in this Commitment is described as follows:


SEE SCHEDULE A (CONTINUED)

Clear Title of Northwest Florida, LLC


By: _____

Kenneth Reitman
 Authorized Countersignature

(This Schedule A valid only when Schedules BI & BII are attached)

 First American Title	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A (Continued)	

The South 15 feet of Lot 5, all of Lot 6, and the North 1/2 of Lot 7, Block 163 of BEACH HAVEN, according to the Plat thereof as recorded in Deed Book 46, Page(s) 51, of the Public Records of Escambia County, Florida.

	First American Title	Commitment for Title Insurance
Schedule BI		ISSUED BY First American Title Insurance Company

REQUIREMENTS

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - a. Warranty Deed from Hogar Community Reinvestment, LLC, to Pensacola Habitat for Humanity, Inc.. In connection with said deed, we will further require regarding the grantor:
 - i. Production of a copy of the articles of organization and operating agreement if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization and operating agreement, and all amendments thereto (the "Enabling Documents"), and that the limited liability company has not been dissolved;
 - ii. That said deed shall be executed by all of the members, unless the articles of organization provide that the company shall be governed by managers, then said deed shall be executed by all of the managers;
 - iii. If the Enabling Documents authorize less than all of the members, or managers as the case may be, to execute a conveyance, then said deed may be executed by such members or managers as are authorized by the articles of organization and operating agreement to execute a conveyance, together with any documentary evidence which may be necessary to show the authority of the parties executing the deed to bind the limited liability company;
 - iv. Should any member, or manager if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;
 - v. Certificate from the Secretary of State (or other governmental agency designated for the filing of the Enabling Documents) of said limited liability company's domicile, showing the limited liability company to have been formed prior to the date of acquisition, together with proof as to the current status of said limited liability company;
 - vi. Documentary evidence in recordable form, showing compliance with all requirements regarding conveying company property contained in the Enabling Documents; and
 - vii. The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.
5. Seller to provide a clear Title Policy without any exception to any liens otherwise we are required to do a search on Deutsche Bank National Trust Company, as Trustee for First Franklin Mortgage Loan Trust 2006-FF11, Mortgage Pass-Through Certificates, Series 2006-FF11 and require said liens to be satisfied.

Note: There are numerous Cross Attach Liens against Deutsche Bank National Trust Company in Chain of Title

6. Record Partial Release as to the insured property of Code Enforcement Lien(s) listed below which were assessed with regard to violations against other properties but which may attach to all property owned by Deutsche Bank National Trust Company, and any related entities, pursuant to Fla. Stat. s. 162.09. This requirement may be removed if, and only if: (a) the Seller conveying the property to the proposed insured is the Bank or a subsidiary thereof which acquired its title pursuant to a Certificate of Title or Deed-in-Lieu of Foreclosure in own capacity or in a fiduciary capacity (i.e. trustee of a mortgage pool) AND (b) the liens in question are assessed against said bank or REO subsidiary in its own capacity or in a fiduciary capacity AND (c) the conveyance is made by warranty deed or special warranty deed without any exception for the code enforcement lien(s).

Book 5622, Page 699; Book 5622, Page 994; Book 7151, Page 993 and Book 7151, Page 1272

7. Release of Notice of Lien recorded in Book 7001, Page 790; Book 7001, Page 792; and Book 7001, Page 794.

8. Release of Lien for Improvements recorded in Book 6533, Page 1545.

9. Satisfactory evidence should be furnished as to the incorporation of Pensacola Habitat for Humanity, Inc., a nonprofit corporation organized under the laws of the State of Florida, together with proof as to the continued corporate existence and good standing of said corporation from the acquisition through conveyance of the property described in Schedule "A". In addition, the articles of incorporation together with certified copies of the resolutions of the governing body of said corporation, authorizing the transaction and designating the officers who will execute the instruments, must be furnished. The resolutions must set forth the consideration and the terms of the transaction. The Company reserves the right to make such additional requirements as it may deem necessary.

10. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.

11. Proof of payment of taxes and assessments for the year 2013, and prior years, plus any penalties and interest.


12. Note: The following is for informational purposes only and is given without assurance or guarantee: 2013 taxes show PAID in the gross amount of \$1,018.19 for Tax Identification No. 35-2S-31-1000-005-163.

13. If the amount of insurance to be issued exceeds the authority of the agent under the existing Agency Agreement with the Company, the Company requires that the agent obtain specific underwriting approval from First American.

14. NOTE: The following conveyance(s) have been recorded within the last 24 months:

Certificate of Title recorded in OR Book 7074, Page 1029 and Quit Claim Deed recorded in OR Book 7153, Page 1170

15. Note: Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds.

	First American Title	Commitment for Title Insurance <small>ISSUED BY</small> First American Title Insurance Company
Schedule BII		

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2014 and subsequent years, which are not yet due and payable.
9. **NOTES FOR STANDARD EXCEPTIONS:** Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

10. **Note:** All of the recording information contained herein refers to the Public Records of Escambia County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

11. Covenants, conditions, restrictions, easements or servitudes, if any, appearing in the public records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
12. Reservations unto the State of Florida for oil, gas, minerals, fissionable materials and 200 foot State Road Right of Way as contained in Deed recorded in Deed Book 282, Page 511. Note: The right of entry and exploration has been released pursuant to S270.11, F.S.. (As to Lot 6)
13. Provisions of the Plat of BEACH HAVEN, recorded in Deed Book 46, Page 51 of the Public Records of Escambia County, Florida.
14. Any claim relating to the invalidity or avoidance of the transfer of the land described in Schedule A pursuant to the provisions of Federal Bankruptcy, state insolvency or similar creditor's rights laws.

Recorded in Public Records 04/20/2005 at 04:37 PM OR Book 5622 Page 994,
Instrument #2005362922, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

Recorded in Public Records 04/20/2005 at 03:49 PM OR Book 5622 Page 699,
Instrument #2005362938, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

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

ESCAMBIA COUNTY, FLORIDA

Vs.

CE04-09-0162

Location: 2702 W. Bobe Street

PR172S30-1300-011-055

Deutsche Bank Ntl Trust Co, Tr
Attn: Real Estate Division
100 Plaza One Stop NY C60-3012
Jersey City, NJ 07311

Certified to be a true copy of
the original on file in this office
Witness my hand and official seal

ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By [Signature] D.C.
Date: [Signature]

ORDER

This CAUSE having come before the Office of Environmental Code

Enforcement Special Master on the Petition of the Environmental Code Enforcement Officer for
alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special
Master having considered the evidence before it, and the appropriate sections of the Escambia
County Code of Ordinances, the Special Master makes the following findings of fact and
conclusions of law:

☒ A violation of the following ordinance(s) has occurred: 30-703(b)(5)
LEC 7.07

☐ A violation of the ordinance(s) as set forth in the Petition has not occurred.

THEREFORE, The Special Master being otherwise fully

advised in the premises, it is hereby

ORDERED that: Deutsche Bank National Trust Co., Aline
Grubbs and Herbert Grubbs
shall have until 2005 to correct the violation and to bring the violation into compliance.

Correction shall include: Overgrowth cut and removed, Remnant:
proper disposal of all garbage, solid waste materials
and all nuisance conditions. Board & secure deteriorated
structure or obtain building permit & bring to
code.

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 20 per day, commencing 4-30 2005. 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 Code 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 your property.

✓ Costs in the amount of \$ 675.00 are hereby awarded in favor of Escambia County as the prevailing party against

These costs will be suspended and will not be assessed

against you if you fully cure the violation within the time provided above.

presents a serious threat to the public health, safety and welfare.

is irreparable or irreversible in nature and, as such, under Florida Statutes 162.09(2)(a), the fine shall not exceed \$5,000.00

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County

Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date. The costs of such repairs shall be certified to the Special Master 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 Master to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Code Enforcement Division at 1190 West Leonard Street, Pensacola, Florida 32501 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 this the 12th day of

April, 2005.


Special Master
Office of Environmental Code Enforcement

Recorded in Public Records 03/28/2014 at 01:44 PM OR Book 7151 Page 1272,
Instrument #2014021317, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$52.50

Recorded in Public Records 03/26/2014 at 11:54 AM OR Book 7151 Page 993,
Instrument #2014021227, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$52.50

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

ESCAMBIA COUNTY, FLORIDA

VS.

**CASE NO: CE#13-11-04204
LOCATION: 275 Chestnut Street
PR# 3428301262029803**

**Deutsche Bank National Trust Company
MSC FWTX-35
5401 N Beach Street
Fort Worth, TX 76137**

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 ^{her} in the
form of testimony by the Enforcement Officer and the respondent or representative,
David B. Gillespie 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
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: [Signature] March 28, 2014 J.D.C.



- ☒ 30-203 Unsafe Building; Described as ☒ Main Structure ☐ Accessory Building(s)
☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☒ (n) ☐ (o)
☐ (p) ☐ (q) ☐ (r) ☐ (s) ☐ (t) ☐ (u) ☐ (v) ☐ (w) ☒ (x) ☒ (y) ☐ (z) ☐ (aa) ☐ (bb) ☒ (cc) ☐ (dd)
- ☐ 94-51 Obstruction of County Right-of-Way (ROW)
- ☐ 82-171 Mandatory Residential Waste Collection
- ☐ 82-15 Illegal Burning
- ☐ 82-5 Littering Prohibited
- ☐ LDC Article 6 Commercial in residential and non permitted use
- ☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- ☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises, it is hereby ORDERED that: Deutsche Bank National Trust shall have until (see attached) 2014 to correct the violation and to bring the violation into compliance. Corrective action shall include:

- ☒ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- ☐ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- ☒ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- ☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- ☐ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- ☐ Immediately cease burning and refrain from future burning
- ☐ Remove all refuse and dispose of legally and refrain from future littering
- ☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- ☐ Obtain necessary permits or cease operations
- ☐ Acquire proper permits or remove sign(s)
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____


If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 10.00 per day, commencing (see attached) 2014. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE(S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$ 1,150.00 are awarded in favor of Escambia County as the prevailing party against Deutsche Bank National Trust Company

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 26th day of March, 2014.


Janet Lander
Special Magistrate
Office of Environmental Enforcement

In accordance with the request of David B Gillespie, the violations shall be corrected within the following timeframes:

At least one of the four sides of the structure shall be brought into compliance by August 12, 2014. The next side shall be completed by November 25, 2014, the next side by March 10, 2015 and the last side by June 16, 2015.

If any of the deadlines set forth above are missed and no extension for good cause shown is requested, a fine of \$10.00 per day shall commence on the next day following said deadline.

Janet Lander 3/26/14

Janet Lander, Special Magistrate

This document prepared by:
Escambia County, Florida
Environmental Enforcement Division
6708 Plantation Rd.
Pensacola, FL 32504
(850) 471-6160

CE09-06-04055

**AMENDED NOTICE OF LIEN
(Nuisance Abatement)**

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

This lien is imposed by Escambia County, Florida, for certain costs incurred by the County to abate violations of the County Nuisance Abatement Ordinance, Sections 42-191 - 42-198, Escambia County Code of Ordinances, on property owned by Deutsche Bank located at 729 El Camino Dr. and more particularly described as:

PR# 14IN316012000041

LT 41 TOWN AND COUNTRY ESTATES PB & P 57 OR 5107 P 441

A field investigation by the Office of Environmental Enforcement was conducted on October 2, 2009 and revealed the property to be in violation of the following provisions of the Escambia County Nuisance Abatement Ordinance: 42-196(b) and (d)

Following notice and written demand to the owner by certified mail, return receipt requested, and posting in accordance with Section 42-164, Escambia County Code of Ordinances, and the owner having not abated the violation or requested or demonstrated at a hearing before the Escambia County Board of County Commissioners that the property is not in violation of the referenced provisions of the ordinance within ten days of the date of the written demand (or in the case of a repeat violation, within three days of the date of the written demand) the County abated the violations and incurred the following costs, which shall constitute a lien against the property:

Abatement costs	\$80.00
Administrative costs	\$18.50
Total	\$98.50

The principal amount of this lien shall bear interest at a rate of 6% per annum; provided, however, that no interest shall accrue until the 30th day after the filing of the lien in the official records of the Clerk of the Circuit Court. This lien may be enforced at any time by the Board of County Commissioners after 30 days from the date of recording this Notice of Lien to recover the amount due, together with all costs and reasonable attorneys' fees, by proceeding in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or as collection and enforcement of payment may be accomplished by other methods authorized by law.

Executed this 10th day of April, 2013, by Angela
Crawley, as Designee for the County Administrator as authorized by the Escambia County
Board of County Commissioners.

ESCAMBIA COUNTY, FLORIDA

Witness Katie MacArthur
Print Name Katie MacArthur

Witness Avery North-Washington
Print Name Avery North-Washington

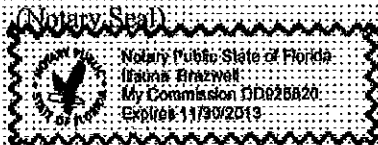
Angela Crawley
Angela Crawley, Designee for
George Touart, County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of
April, 2013, by Angela Crawley, Designee for George Touart as County
Administrator for Escambia County, Florida, on behalf of the Board of County Commissioners.
She ☒ is personally known to me, or ☐ has produced current _____
as identification.

ILLANA BRAZWEIL
Signature of Notary Public

ILLANA BRAZWEIL
Printed Name of Notary Public



This document prepared by:
Escambia County, Florida
Environmental Enforcement Division
6708 Plantation Rd.
Pensacola, FL 32504
(850) 471-6160

CE100502814

**AMENDED NOTICE OF LIEN
(Nuisance Abatement)**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This lien is imposed by Escambia County, Florida, for certain costs incurred by the County to abate violations of the County Nuisance Abatement Ordinance, Sections 42-191 - 42-198, Escambia County Code of Ordinances, on property owned by Deutsche Bank located at 729 El Camino Dr. and more particularly described as:

PR#141N316012000041

LT 41 TOWN AND COUNTRY ESTATES PB 8 P 57 OR 5107 P 441

A field investigation by the Office of Environmental Enforcement was conducted on September 21, 2010 and revealed the property to be in violation of the following provisions of the Escambia County Nuisance Abatement Ordinance: 42-196(a) and (d)

Following notice and written demand to the owner by certified mail, return receipt requested, and posting in accordance with Section 42-164, Escambia County Code of Ordinances, and the owner having not abated the violation or requested or demonstrated at a hearing before the Escambia County Board of County Commissioners that the property is not in violation of the referenced provisions of the ordinance within ten days of the date of the written demand (or in the case of a repeat violation, within three days of the date of the written demand) the County abated the violations and incurred the following costs, which shall constitute a lien against the property:

Abatement costs	\$200.00
Administrative costs	\$ 18.50
Total	\$218.50

The principal amount of this lien shall bear interest at a rate of 6% per annum; provided, however, that no interest shall accrue until the 30th day after the filing of the lien in the official records of the Clerk of the Circuit Court. This lien may be enforced at any time by the Board of County Commissioners after 30 days from the date of recording this Notice of Lien to recover the amount due, together with all costs and reasonable attorneys' fees, by proceeding in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or as collection and enforcement of payment may be accomplished by other methods authorized by law.

Executed this 10th day of April 2013 by Angela
Crawley as Designee for the County Administrator as authorized by the Escambia County Board
of County Commissioners.

ESCAMBIA COUNTY, FLORIDA

Witness Kate MacArthur
Print Name Kate MacArthur

Witness Audrey M. Washington
Print Name Audrey M. Washington

Angela Crawley
Angela Crawley, Designee for
George Touart
221 Palafox Place, Suite 420
Pensacola, FL 32502

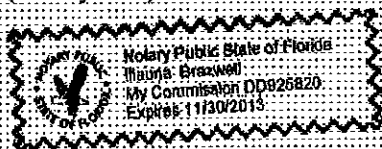
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of
April 2013, by Angela Crawley, Designee for George Touart County
Administrator for Escambia County, Florida, on behalf of the Board of County Commissioners.
She ☒ is personally known to me, or ☐ has produced current
as identification.

Theresa Brazwell
Signature of Notary Public

Theresa Brazwell
Printed Name of Notary Public

(Notary Seal)



This document prepared by:
Escambia County, Florida
Environmental Enforcement Division
Escambia County Central Office Complex
3363 West Park Place
Pensacola, FL 32505
(850)595-1820

CE110804028

**AMENDED NOTICE OF LIEN
(Nuisance Abatement)**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This lien is imposed by Escambia County, Florida, for certain costs incurred by the County to abate violations of the County Nuisance Abatement Ordinance, Sections 42-191 - 42-198, Escambia County Code of Ordinances, on property owned by Deutsche Bank located at 729 El Camino Dr. and more particularly described as:

PR#141N316012000041

LT 41 TOWN AND COUNTRY ESTATES PB 8 P 57 OR 5107 P 441

A field investigation by the Office of Environmental Enforcement was conducted on January 11, 2012 and revealed the property to be in violation of the following provisions of the Escambia County Nuisance Abatement Ordinance: 42-196(a) and (d).

Following notice and written demand to the owner by certified mail, return receipt requested, and posting in accordance with Section 42-164, Escambia County Code of Ordinances, and the owner having not abated the violation or requested or demonstrated at a hearing before the Escambia County Board of County Commissioners that the property is not in violation of the referenced provisions of the ordinance within ten days of the date of the written demand (or in the case of a repeat violation, within three days of the date of the written demand) the County abated the violations and incurred the following costs, which shall constitute a lien against the property:

Abatement costs	\$285.00
Administrative costs	\$250.00
Total	\$535.00

The principal amount of this lien shall bear interest at a rate of 6% per annum, provided, however, that no interest shall accrue until the 30th day after the filing of the lien in the official records of the Clerk of the Circuit Court. This lien may be enforced at any time by the Board of County Commissioners after 30 days from the date of recording this Notice of Lien to recover the amount due, together with all costs and reasonable attorneys' fees, by proceeding in a court

of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or as collection and enforcement of payment may be accomplished by other methods authorized by law.

Executed this 10th day of April, 2013 by Angela
Crawley, as Designee for the County Administrator as authorized by the Escambia County Board
of County Commissioners.

ESCAMBIA COUNTY, FLORIDA

Witness Kari MacArthur
Print Name Kari MacArthur

Witness Audrey M. Washington
Print Name Audrey M. Washington

Angela Crawley
Angela Crawley, Designee for
George Touart
County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

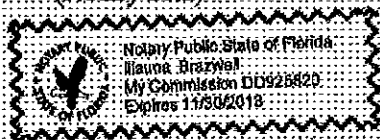
**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this 10th day of
April, 2013, by Angela Crawley, Designee for George Touart, as County
Administrator for Escambia County, Florida, on behalf of the Board of County Commissioners.
She ☒ is personally known to me, or ☐ has produced current _____
as identification.

Ilana Brazwell
Signature of Notary Public

ILANA BRAZWEILL
Printed Name of Notary Public

(Notary Seal)



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

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#13-11-04204
LOCATION: 275 Chestnut Street
PR# 3428301262029003

Deutsche Bank National Trust Company
MSC FWTX-35
5401 N Beach Street
Fort Worth, TX 76137

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 ^{her} him in the
form of testimony by the Enforcement Officer and the respondent or representative,
David B. Gillespie 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

- ☒ 30-203 Unsafe Building; Described as ☒ Main Structure ☐ Accessory Building(s)
- ☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☒ (n) ☐ (o)
- ☐ (p) ☐ (q) ☐ (r) ☐ (s) ☐ (t) ☐ (u) ☐ (v) ☐ (w) ☒ (x) ☒ (y) ☐ (z) ☐ (aa) ☐ (bb) ☒ (cc) ☐ (dd)
- ☐ 94-51 Obstruction of County Right-of-Way (ROW)
- ☐ 82-171 Mandatory Residential Waste Collection
- ☐ 82-15 Illegal Burning
- ☐ 82-5 Littering Prohibited
- ☐ LDC Article 6 Commercial in residential and non permitted use
- ☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- ☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: Deutsche Bank National Trust Company shall have until (see attached) 2014 to correct the violation and to bring the violation into compliance. Corrective action shall include:

- ☒ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- ☐ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- ☒ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- ☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- ☐ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- ☐ Immediately cease burning and refrain from future burning
- ☐ Remove all refuse and dispose of legally and refrain from future littering
- ☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- ☐ Obtain necessary permits or cease operations
- ☐ Acquire proper permits or remove sign(s)
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 10.00 per day, commencing (See Attached) 2014.

This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

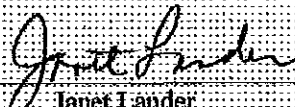
Costs in the amount of \$ 1,160.00 are awarded in favor of Escambia County as the prevailing party against Deutsche Bank National Trust Company

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 26th day of March, 2014.



Janet Lander
Special Magistrate
Office of Environmental Enforcement

In accordance with the request of David B Gillespie, the violations shall be corrected within the following timeframes:

At least one of the four sides of the structure shall be brought into compliance by August 12, 2014. The next side shall be completed by November 25, 2014, the next side by March 10, 2015 and the last side by June 16, 2015.

If any of the deadlines set forth above are missed and no extension for good cause shown is requested, a fine of \$10.00 per day shall commence on the next day following said deadline.

Janet Lander 3/26/14

Janet Lander, Special Magistrate

THE OFFICE OF ENVIRONMENTAL CODE ENFORCEMENT
SPECIAL MASTER
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA

ESCAMBIA COUNTY, FLORIDA

Vs.

CE04-09-0162

Location: 2702 W Bobe Street

PR172S30-1300-011-055

Deutsche Bank Ntl Trust Co, Tr
Attn: Real Estate Division
100 Plaza One Stop NY C60-3012
Jersey City, NJ 07311

ORDER

This CAUSE having come before the Office of Environmental Code
Enforcement Special Master on the Petition of the Environmental Code Enforcement Officer for
alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special
Master having considered the evidence before it, and the appropriate sections of the Escambia
County Code of Ordinances, the Special Master makes the following findings of fact and
conclusions of law:

✓ A violation of the following ordinance(s) has occurred: 30-703(b)(e)
LOC 7.07

_____ A violation of the ordinance(s) as set forth in the Petition has not occurred.

THEREFORE, The Special Master being otherwise fully
advised in the premises; it is hereby

ORDERED that Deutsche Bank National Trust Co, Aline
Grubbs and Herbert Grubbs
shall have until _____, 2005 to correct the violation and to bring the violation into compliance.

Correction shall include: Overgrowth cut and removed, Permit for proper disposal of all garbage, solid waste materials and all nuisance conditions. Board + secure deteriorated structure or obtain building permit + bring to code.

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 20 per day, commencing 4-20 2005. 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 Code 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 your property.

☒ Costs in the amount of \$ 675.00 are hereby awarded in favor of Escambia County as the prevailing party against

☐ These costs will be suspended and will not be assessed against you if you fully cure the violation within the time provided above.

☐ presents a serious threat to the public health, safety and welfare.

☐ is irreparable or irreversible in nature and, as such, under Florida Statutes 162.09(2)(a), the fine shall not exceed \$5,000.00

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County

Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date. The costs of such repairs shall be certified to the Special Master 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 Master to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Code Enforcement Division at 1190 West Leonard Street, Pensacola, Florida 32501 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 this the 12th day of April, 2005.


Special Master
Office of Environmental Code Enforcement



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6524

Written Communication 9. C.

BCC Regular Meeting

Meeting Date: 08/21/2014

Issue: Environmental (Code) Enforcement Lien Relief – Pensacola Habitat for Humanity Properties

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

June 27, 2014, e-mail communication from Summer McCollum, Land Associate, Pensacola Habitat for Humanity, requesting that the Board forgive a Code Enforcement Lien attached to the following ten properties located at 417 North Old Corryfield Road, 2403 West Mallory Street, 5576 Charbar Drive, 2917 North Miller Street, 604 New York Drive, 629 Bullard Avenue, 1002 West Hatton Street, 1713 Dauphine Street, 1138 North Webster Drive, and 3 Baggett Court.

Recommendation: That the Board review and consider Lien relief request made by Summer McCollum, Land Associate, Pensacola Habitat for Humanity against the ten properties located at 417 North Old Corryfield Road, 2403 West Mallory Street, 5576 Charbar Drive, 2917 North Miller Street, 604 New York Drive, 629 Bullard Avenue, 1002 West Hatton Street, 1713 Dauphine Street, 1138 North Webster Drive, and 3 Baggett Court.

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

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

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

BACKGROUND:

July 12, 2012 The Board of County Commissioners voted to provide lien relief to Pensacola Habitat for Humanity concerning the following properties:

417 North Old Corryfield Road, 2403 West Mallory Street, 5576 Charbar Drive, 2917 North Miller Street, 604 New York Drive, 629 Bullard Avenue, 1002 West Hatton Avenue, 1713 Dauphine Street, 1138 North Webster Avenue, and 3 Baggett Court.

The Board voted 4-0 to release the County's liens encumbering any of the above properties that were conveyed to Habitat by Alumni Partners II, LLC.

The Board issued five (5) conditions Habitat must meet within a three month time line. Habitat did not meet the timeline set by the Board until recently.

Pensacola Habitat of Humanity is requesting the Board uphold their decision made and approved on the July 12, 2012 Board of County Commissioner's meeting.

BUDGETARY IMPACT:

The itemized costs shown in the code enforcement lien: 629 Bullard Avenue

Cost

- A. Administrative Cost: \$0
- B. Daily Fines: \$0
- C. Abatement Cost: \$4,493.63

TOTAL \$4,493.63

The itemized costs shown in the code enforcement lien: 604 New York Drive

Cost

- A. Administrative Cost: \$0
- B. Daily Fines: \$0
- C. Abatement Cost: \$545.00

TOTAL \$545.00

The itemized costs shown in the code enforcement lien: 2403 W Mallory Street

Cost

- A. Administrative Cost: \$1,100.00
- B. Daily Fines: \$17,150.00
- C. Abatement Cost: \$180.00

TOTAL \$18,430.00

The itemized costs shown in the code enforcement lien: 5576 Charbar Drive

Cost

- A. Administrative Cost: \$1,100.00
- B. Daily Fines: \$4,950.00
- C. Abatement Cost: \$5,997.00

TOTAL \$12,047.00

The itemized costs shown in the code enforcement lien: 3 Baggett Court

Cost

A. Administrative Cost: \$1,100.00
B. Daily Fines: \$12,500.00
C. Abatement Cost: \$4,100.00

TOTAL \$49,200.00

The itemized costs shown in the code enforcement lien: 1138 Webster Avenue

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 code enforcement lien: 2917N Miller Street

Cost

A. Administrative Cost: \$1,100.00
B. Daily Fines: \$0
C. Abatement Cost: \$0

TOTAL \$1,100.00

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

Habitat for Humanity Properties

Sandra F Slay

From: Summer McCollum [smccollum@PENSACOLAHABITAT.ORG]
Sent: Friday, June 27, 2014 1:00 PM
To: Sandra F Slay
Subject: FW: Habitat for Humanity / Alumni Partners II Property Donations
Attachments: Alumni Partner Liens.pdf; Habitat properties.tif

Importance: High

Good Morning Sandra,

I am working on resolving lien issues on 10 properties Pensacola Habitat for Humanity accepted as a donation from Alumni Properties back in August of 2012. On July 12 2012 the Board of County Commissioners granted relief of "non-Hard costs" relative to code enforcement liens encumbering the following 10 properties: 417 North Old Corry Field road A, 2403 West Mallory Street, 5576 Char bar Drive, 2917 North Miller Street, 604 New York Drive, 629 Bullard Avenue, 1002 West Hatton Street, 1713 Dauphine Street, 1138 North Webster Drive and 3 Baggett Court. The execution of the Release was subject to several conditions which Pensacola habitat has now completed, but unfortunately were unable to complete within the time allotted. Due to this issue, it is my understanding that we will need to make an additional request for relief from the Board or request an amendment to the previous motion.

For your reference you will find a copy of correspondence from Escambia County and the minutes from the July 12, 2012 meeting as well as a copy of the Liens attached to this email. Any assistance you can provide in getting this on the agenda for the next Meeting will be greatly appreciated.

Thanks,

Summer McCollum
Land Associate
Pensacola **Habitat for Humanity**
300 W. Leonard Street, Pensacola, FL 32501
850.434.5456 ext. 114
850.434.0850 fax
summer@pensacolahabitat.org
www.pensacolahabitat.org

ALISON PERDUE ROGERS
COUNTY ATTORNEY
BOARD CERTIFIED CITY, COUNTY, AND
LOCAL GOVERNMENT LAW

CHARLES V. PEPPER
DEPUTY COUNTY ATTORNEY
BOARD CERTIFIED CIVIL TRIAL ATTORNEY

STEPHEN G. WEST
SENIOR ASSISTANT COUNTY ATTORNEY
BOARD CERTIFIED REAL ESTATE LAW

RYAN E. ROSS
ASSISTANT COUNTY ATTORNEY
BOARD CERTIFIED CITY, COUNTY, AND
LOCAL GOVERNMENT LAW

KRISTIN D. HUAL
ASSISTANT COUNTY ATTORNEY

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

**221 PALAFOX PLACE, SUITE 430
PENSACOLA, FLORIDA 32502**

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



July 16, 2012

Via Regular U. S. Mail and email

Dick Baker
Pensacola Habitat for Humanity, Inc.
300 W. Leonard Street
Pensacola, FL 32501
dbaker@pensacolahabitat.org

Re: Alumni Partners II, LLC to Pensacola Habitat for Humanity, Inc.

Dear Mr. Baker:

At its meeting on July 12, 2012, the Board of County Commissioners granted your request concerning the 10 properties to be conveyed by Alumni Partners II, LLC to Pensacola Habitat for Humanity, Inc.

If you have not already done so, please contact the Clerk of the Court at the following address to arrange for payment of the amount necessary to record the Partial Releases of Liens.

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

Please note that pursuant to the Board's motion, a number of conditions must be fulfilled before a release of the various liens can be executed by the Chairman. I have enclosed a copy of the Board's motion for your convenient reference.

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

Very truly yours,


Stephen G. West
Assistant County Attorney

SGW:cks

cc: ✓ Heather Mahoney, Judicial Services
Sandra Slay, Division Manager, Environmental Code Enforcement

RESUME OF THE REGULAR BCC MEETING – Continued

REGULAR BCC AGENDA – Continued

8. Written Communication:

- A. May 28, 2012 – Email communication from Dick Baker, Pensacola Habitat for Humanity, requesting that the Board provide relief of the "non-hard costs" relative to Code Enforcement Liens against properties located at 629 Bullard Avenue, 604 New York Drive, 2403 West Mallory Street, 5576 Charbar Drive, and 3 Baggett Court; *

Approved 4-0, with Commissioner White absent, to authorize the Chairman to execute and convey to Pensacola Habitat for Humanity, Inc. (Habitat) a release of the County's liens encumbering any of the following 10 properties that are conveyed to Habitat by Alumni Partners II, LLC (Alumni): 417 North Old Corry Field Road A, 2403 West Mallory Street, 5576 Charbar Drive, 2917 North Miller Street, 604 New York Drive, 629 Bullard Avenue, 1002 West Hatton Street, 1713 Dauphine Street, 1138 North Webster Drive, and 3 Baggett Court, with execution of the Release to be conditioned on the following:

- A. Alumni shall donate the parcels to Habitat (i.e., Alumni shall not receive any money in exchange for the deed);
- B. Closing on the donation and recording of the deed shall occur within 30 days of the Board's action;
- C. Habitat shall pay the "hard costs" due on the liens encumbering the donated parcel and all other costs associated with recording the release;
- D. Habitat shall abate any code violations on the donated parcel within three months of closing; and
- E. The relief granted to Habitat by the Board shall not otherwise impair, alter, or diminish the liens or the operation of the liens against the property of Alumni or any other party named in the liens, and in all other respects the liens shall remain in full force and effect.

(Continued on Page 5)

RESUME OF THE REGULAR BCC MEETING – Continued

REGULAR BCC AGENDA – Continued

8. Continued...

- B. May 28, 2012 – Email communication from Dick Baker, Pensacola Habitat for Humanity, requesting that the Board provide relief of the "non-hard costs" relative to Code Enforcement Liens against properties located at 1138 Webster Drive and 2917 North Miller Street;

Approved 4-0, with Commissioner White absent, to authorize the Chairman to execute and convey to Pensacola Habitat for Humanity, Inc. (Habitat) a release of the County's liens encumbering any of the following 10 properties that are conveyed to Habitat by Alumni Partners II, LLC (Alumni): 417 North Old Corry Field Road A, 2403 West Mallory Street, 5576 Charbar Drive, 2917 North Miller Street, 604 New York Drive, 629 Bullard Avenue, 1002 West Hatton Street, 1713 Dauphine Street, 1138 North Webster Drive, and 3 Baggett Court, with execution of the Release to be conditioned on the following:

- A. Alumni shall donate the parcels to Habitat (i.e., Alumni shall not receive any money in exchange for the deed);
- B. Closing on the donation and recording of the deed shall occur within 30 days of the Board's action;
- C. Habitat shall pay the "hard costs" due on the liens encumbering the donated parcel and all other costs associated with recording the release;
- D. Habitat shall abate any code violations on the donated parcel within three months of closing; and
- E. The relief granted to Habitat by the Board shall not otherwise impair, alter, or diminish the liens or the operation of the liens against the property of Alumni or any other party named in the liens, and in all other respects the liens shall remain in full force and effect.

(Continued on Page 6)

RESUME OF THE REGULAR BCC MEETING – Continued

REGULAR BCC AGENDA – Continued

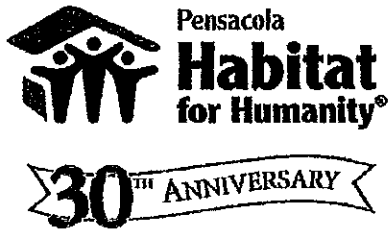
8. Continued...

- C. May 28, 2012 – Email communication from Dick Baker, Pensacola Habitat for Humanity, requesting that the Board provide relief of the "non-hard costs" relative to Code Enforcement Liens against properties located at 417 North Old Corry Field Road A, 1002 West Hatton Street, and 1713 Dauphine Street; and

Approved 4-0, with Commissioner White absent, to authorize the Chairman to execute and convey to Pensacola Habitat for Humanity, Inc. (Habitat) a release of the County's liens encumbering any of the following 10 properties that are conveyed to Habitat by Alumni Partners II, LLC (Alumni): 417 North Old Corry Field Road A, 2403 West Mallory Street, 5576 Charbar Drive, 2917 North Miller Street, 604 New York Drive, 629 Bullard Avenue, 1002 West Hatton Street, 1713 Dauphine Street, 1138 North Webster Drive, and 3 Baggett Court, with execution of the Release to be conditioned on the following:

- A. Alumni shall donate the parcels to Habitat (i.e., Alumni shall not receive any money in exchange for the deed);**
- B. Closing on the donation and recording of the deed shall occur within 30 days of the Board's action;**
- C. Habitat shall pay the "hard costs" due on the liens encumbering the donated parcel and all other costs associated with recording the release;**
- D. Habitat shall abate any code violations on the donated parcel within three months of closing; and**
- E. The relief granted to Habitat by the Board shall not otherwise impair, alter, or diminish the liens or the operation of the liens against the property of Alumni or any other party named in the liens, and in all other respects the liens shall remain in full force and effect.**

(Continued on Page 7)



300 W. Leonard Street
Pensacola, Florida 32501
850.434.5456

April 17, 2012

Ms. Sandra Slay, Manager
Escambia County Office of Environmental Enforcement
6708 Plantation Road
Pensacola, FL 32504

Letter-only email to:
sfslay@co.escambia.fl.us

Re: Request to waive county liens for 11 donation properties

Dear Ms. Slay:

We are most pleased to have received offers of donation for eleven vacant, basically-abandoned, properties from Alumni Partners II, LLC. It acquired each of these properties last year by tax deed and they do not now have plans for use of the properties.

We estimate following acquisition that we will have to undertake quiet title suits that will cost from \$3,000 to \$5,000 per property, but are optimistic that they will be successfully completed and that we can build new Habitat homes for low income, deserving families for each.

Unfortunately, and as would be expected, there are considerable liens resultant from the neighborhood problems for each of these properties. We would appreciate waiver or release of the liens in favor of the County for each of these properties. Without the lien releases the donations are not feasible for us to accept. We discussed this months ago with Mr. Stephen West as we began our properties and title research.

We attach for your review the March 7th and follow up April 10th title research memoranda from Steve Moorhead for these properties. Following each memorandum are copies of the referenced lien filings in order of the listed properties and liens; we have also written the address on the first page of the copy of each lien.

Ms. Sandra Slay
April 17, 2012
Page two

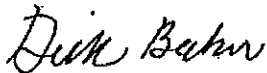
The properties are:

street address	account #
2917 N MILLER ST	07-1090-000
1138 N WEBSTER DR	07-0809-205
604 NEW YORK DR	05-3910-427
2403 W MALLORY ST	07-0911-000
1002 W HATTON ST	06-3304-000
3 BAGGETT CT	07-1090-200
417 N OLD CORRY FIELD RD A	02-1464-000
629 BULLARD AVE	05-5692-000
1713 DAUPHINE ST	06-1252-000
5576 CHARBAR DR	03-0763-155
4 TENNESSEE DR	07-2411-000

Naturally we would like to gratefully help in any way possible to assist with this, and we invite calls or questions.

Thank you and we look forward to discussing this further soon.

Sincerely,



Dick Baker (dbaker@pensacolahabitat.org)

Enclosures

cc: Ms. Dianne Taylor (letter only)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2727

Written Communication 8. A.

BCC Regular Meeting

Meeting Date: 07/12/2012

Issue: Environmental (Code) Enforcement Lien Relief – 629 Bullard Avenue, 604 New York Drive, 2403 W Mallory Street, 5576 Charbar Drive and 3 Baggett Court

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval: *Charles R. Oliver*

RECOMMENDATION:

May 28, 2012 - Email communication from Dick Baker, Pensacola Habitat for Humanity, requesting that the Board provide relief of the "non-hard costs" relative to Code Enforcement Liens against properties located at 629 Bullard Avenue, 604 New York Drive, 2403 West Mallory Street, 5576 Charbar Drive, and 3 Baggett Court.

Recommendation: That the Board review and consider lien relief request made by Dick Baker against properties located at 629 Bullard Avenue, 604 New York Drive, 2403 West Mallory Street, 5576 Charbar Drive, and 3 Baggett Court.

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

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

Dick Baker has no other recourse but to appeal before the Board under Written Communication.

Alumni Partners II, LLC, owns 19 properties in Escambia County.

BACKGROUND:

Received email from Dick Baker, Pensacola Habitat for Humanity, requesting lien relief for 10 properties currently owned by Alumni Partners II, LLC. Mr. Baker is working with Alumni Partners II, LLC, to obtain 10 properties, many of which have Code Enforcement Liens attached, and several have open cases/code violations.

629 Bullard Avenue, 604 New York Drive, 2403 West Mallory Street, 5576 Charbar Drive, and 3 Baggett Court all have Code Enforcement Liens attached to them.

Dick Baker is requesting lien forgiveness request for these properties. His request is for removal

of daily fines and interest associated with liens. Dick Baker is willing to pay all hard costs.

BUDGETARY IMPACT:

629 Bullard Avenue
\$4,493.63 (All hard cost)

604 New York Drive
\$545.00 (All hard cost)

2403 W Mallory Street

Fines: \$17,150.00
Court Cost \$1,100.00
Abatement \$180.00
Total \$18,430.00

5576 Charbar Drive

Court Cost \$1,100.00
Abatement \$5,997.00
Fines \$4,950.00
Total \$12,047.00

3 Baggett Court

Fines (10/1/11-02/03/12) @ \$100.00 per day \$12,500.00
(10/21/11-02/03/12) @ \$300.00 per day \$31,500.00
Court Cost \$1,100.00
Abatement Cost \$4,100.00
Total \$49,200.00

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

629 Bullard Avenue, 604 New York Drive, 2403 W Mallory Street, 5576 Charbar Drive and 3 Baggett Court



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2797

Written Communication 8. B.

BCC Regular Meeting

Meeting Date: 07/12/2012

Issue: Environmental (Code) Enforcement Lien Relief –1138 Webster Drive and 2917 N Miller Street

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval: *Charles R. Oliver*

RECOMMENDATION:

May 28, 2012 - Email communication from Dick Baker, Pensacola Habitat for Humanity, requesting that the Board provide relief of the "non-hard costs" relative to Code Enforcement Liens against properties located at 1138 Webster Drive and 2917 North Miller Street.

Recommendation: That the Board review and consider lien relief request made by Dick Baker against properties located at 1138 Webster Drive and 2917 North Miller Street.

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

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

Dick Baker has no other recourse but to appeal before the Board under Written Communication.

Alumni Partners II, LLC, owns 19 properties in Escambia County.

1138 Webster Drive and 2917 North Miller Street have open and active orders. Violations need to be abated. Daily fines accruing on each property at \$100.00 per day.

BACKGROUND:

Received email from Dick Baker, Pensacola Habitat for Humanity, requesting lien relief for 10 properties currently owned by Alumni Partners II, LLC. Mr. Baker is working with Alumni Partners II, LLC, to obtain 10 properties, many of which have Code Enforcement Liens attached, and several have open cases/code violations.

1138 Webster Drive and 2917 North Miller Street both have Code Enforcement orders and liens attached to them.

Dick Baker is requesting lien forgiveness request for these properties. His request is for removal of daily fines and interest associated with liens and cancellation of the open and active Special Magistrate orders. Dick Baker is willing to pay all hard costs.

BUDGETARY IMPACT:

1138 Webster Drive

Lien amount Cost

Court Cost \$1,100.00

Fines(\$100.00 per day) ?

TOTAL ?

2917 N Miller Street

Lien amount Cost

Court Cost \$1,100.00

Fines(\$100.00 per day) ?

TOTAL ?

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

1138 Webster Drive and 2917 N Miller Street



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2880

Written Communication 8. C.

BCC Regular Meeting

Meeting Date: 07/12/2012

Issue: Environmental (Code) Enforcement Lien Relief – 417 N Old Corry Field Road A, 1002 W Hatton Street and 1713 Dauphine Street

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval: *Charles R. Oliver*

RECOMMENDATION:

May 28, 2012 - Email communication from Dick Baker, Pensacola Habitat for Humanity, requesting that the Board provide relief of the "non-hard costs" relative to Code Enforcement Liens against properties located at 417 North Old Corry Field Road A, 1002 West Hatton Street, and 1713 Dauphine Street.

Recommendation: That the Board review and consider lien relief request made by Dick Baker against properties located at 417 North Old Corry Field Road A, 1002 West Hatton Street, and 1713 Dauphine Street.

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

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

Dick Baker has no other recourse but to appeal before the Board under Written Communication.

Alumni Partners II, LLC, owns 19 properties in Escambia County.

BACKGROUND:

Received email from Dick Baker, Pensacola Habitat for Humanity, requesting lien relief for 10 properties currently owned by Alumni Partners II, LLC. Mr. Baker is working with Alumni Partners II, LLC, to obtain 10 properties, many of which have Code Enforcement Liens attached, and several have open cases/code violations.

417 North Old Corry Field Road A, 1002 West Hatton Street, and 1713 Dauphine Street do not have liens attached to them except through Code Enforcement Liens placed on other properties owned by Alumni Partners II, LLC.

Dick Baker is requesting lien forgiveness request for these three properties and is willing to pay all hard costs.

BUDGETARY IMPACT:

N/A

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

417 N Old Corry Field Road A, 1002 W Hatton Street and 1713 Dauphine Street



Office of Environmental Enforcement



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

Property Address: 629 Bullard Avenue
Property Owner: Estate Sammie Martin
Original Complaint: Overgrowth, trash, debris and unsafe structure
EE Case #: CE1998-08-0559

Alumni Partners II, LLC own 19 properties in Escambia County

08/27/98 Received complaint.

09/01/98 Officer investigated complaint and observed overgrowth, trash, debris and a dilapidated structure.

09/10/98 Officer requested a notice of violation be mailed to the owner both regular and certified mail.

09/13/98 Notice of violation mailed to the owner and copy of noticed posted on site.

11/16/98 Letter returned marked "Unclaimed".

11/19/98 Received title search. Title vested in Sammie Martin.

01/16/99 Violations abated by the county under the "Nuisance Abatement Ordinance" in the amount of \$4,493.63.

02/24/99 Building Inspection conducted their final inspection.

04/14/99 Lien files on property in the amount of \$4,493.63 (All hard cost).

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: 604 New York Drive
Property Owner: Alumni Partners II, LLC
Original Complaint: Overgrowth and nuisance conditions
EE Case #: CE110703276

Alumni Partners II, LLC owns 19 properties in Escambia County

07/21/11 Received complaint and officer investigated. Officer observed overgrowth and nuisance conditions. Copy of notice was posted in site and notice was mailed to owner both regular and certified mail.

07/25/11 Notice of violation was received and signed for.

12/12/11 Abated by Escambia County in the amount of \$295.00.

02/06/12 Lien filed against property.

Cost

Abatement Cost: \$295.00

Administration: \$250.00

Total \$545.00 (All hard cost)

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: 2403 W Mallory Street
Property Owner: Edna Hulen
Original Complaint: Overgrowth, trash, debris and unsafe structure
EE Case #: CE081201052

Alumni Partners II, LLC own 19 properties in Escambia County

12/04/08 Received complaint. Officer investigated complaint and observed overgrowth, trash, debris and unsafe structure. Notice of violation mailed to owner both regular and certified mail. Copy of notice posted on site.

01/07/09 Letter returned marked "Unclaimed".

01/28/09 Officer requested special magistrate hearing.

02/10/09 Notice of Hearing mailed to owner both regular and certified mail. Certified mail returned on 03/02/09 marked "Unclaimed".

03/03/09 Hearing held. \$1,100.00 court cost awarded to the county, \$50.00 per day fine with a deadline of March 24, 2009.

03/04/09 Copy of Order mailed to the owner both regular and certified mail. Order returned on 04/30/09 marked "Unclaimed".

03/24/09 Affidavit of Non-compliance signed by officer.

05/21/09 Letter of Non-compliance mailed to the owner. Owner received Non-compliance letter on 05/23/09.

03/02/10 Escambia County abated violations.

Cost

Fines:	\$17,150.00
Court Cost	\$1,100.00
Abatement	<u>\$180.00</u>
Total	\$18,430.00

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: 5576 Charbar Drive
Property Owner: Minnie and Travis Hartsfield
Original Complaint: Overgrowth, trash, debris, inoperable vehicle and burned structure
EE Case #: CE 06080229

08/09/06 Received complaint for overgrowth, trash, debris, inoperable vehicle and burned structure. Officer investigated the complaint and posted a notice of violation. Notice of violation was sent both regular and certified mail.

08/17/06 Notice of violation received and signed for by owner Minnie Hartsfield.

09/06/06 Reinspection conducted. Violations remained.

09/07/06 Officer was contacted by Travis Hartsfield advising he was working out of town. Lost phone connection and officer was unable to call owner back.

10/03/06 Title search requested.

10/10/06 Violations remain. Photos taken.

10/11/06 Title search revealed ownership vested in Minnie and Travis Hartsfield.

10/12/06 Officer requested special magistrate hearing.

10/23/06 Notice of Hearing sent both regular and certified mail. Copy of hearing posted on property and photos taken.

10/24/06 Certified copy of hearing notice hand delivered to Minnie Hartsfield.

10/27/06 Officer made contact with Travis Hartsfield and advised him about hearing.

11/07/06 Hearing held. \$1,100 court cost awarded to Escambia County, \$50.00 per day fine with a deadline of 03/07/07 to abate all violations.

03/07/07 Reinspection conducted and violations remained.

04/02/07 Letter of Non-compliance sent to owner.
04/24/07 Property put out for bids.
06/17/07 Property abated by Escambia County in the amount of \$5,997.00

Lien amount	<u>Cost</u>
Court Cost	\$1,100.00
Abatement Cost	\$5,997.00
Fines(03/07/07 – 06/14/07)	<u>\$4,950.00</u>
TOTAL	\$12,047.00

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: 3 Baggett Court
Property Owner: Alumni Partners II, LLC
Original Complaint: Overgrowth, trash, debris and unsafe structure
EE Case #: CE110602813

Alumni Partners II, LLC own 19 properties in Escambia County

- 06/24/11** Received complaint. Officer investigated and observed nuisance conditions, trash, debris, overgrowth and a dilapidated structure.
- 06/28/11** Notice of violation mailed to owner both regular and certified mail. Copy of notice was posted on site.
- 06/30/11** Notice of violation was received and signed for.
- 07/2011** Reinspection conducted and violations remained.
- 08/30/11** Notice of Hearing mailed to the owner both regular and certified mail. Copy of Hearing Notice posted in site.
- 09/01/11** Hearing notice received by owner.
- 09/20/11** Hearing held, \$1,100.00 court cost, \$100.00 per day for overgrowth and \$300.00 per day fine for other violations. Deadlines are 09/30/11 for overgrowth and 10/20/11 for all other violations.
- 09/21/11** Coy of Order mailed to the owner both regular and certified mail.
- 12/15/11** Letter of Non-compliance mailed to the owner.
- 01/03/12** Property was put out for bid.
- 02/03/12** Abated by Escambia County.
- 02/10/12** Letter of Abatement mailed to the owner and received on 02/15/12.

Cost

Fines (10/1/11-02/03/12) @ \$100.00 per day	\$12,500.00
(10/21/11-02/03/12)@ \$300.00 per day	\$31,500.00
Court Cost	\$1,100.00
Abatement Cost	<u>\$4,100.00</u>
Total	\$49,200.00

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: 1138 Webster Drive
Property Owner: Alumni Partners II, LLC
Original Complaint: Overgrowth, trash, debris and dilapidated structure
EE Case #: CE 110904385

09/07/11 Received complaint for overgrowth, trash and debris and dilapidated structure. Officer investigated the complaint and posted a notice of violation.

09/13/11 Notice of violation was sent both regular and certified mail.

09/20/11 Reinspection conducted. Violations remained. Photos taken.

09/30/11 Certified notice of violation was received by J. Perri.

10/13/11 Reinspection conducted. Violations remained. Title search requested and reveals title vested in Alumni Partners II, LLC.

12/28/11 Reinspection conducted. Violations remained.

02/16/12 Officer requested special magistrate hearing.

03/07/12 Notice of Hearing sent both regular and certified mail. Notice received on 03/12/12. Copy of hearing posted on property and photos taken.

03/20/12 Hearing held. \$1,100 court cost awarded to Escambia County, \$100.00 per day fine with a deadline of 04/10/12.

03/22/12 Copy of Order mailed to owner both regular and certified mail and received on 04/10/12.

04/10/12 Letter of Non-compliance sent to owner and received on 04/17/12.

***** Environmental Enforcement has an open and active order. Daily fines are accruing at \$100.00 per day. Violations need to be abated.**

Lien amount	<u>Cost</u>
Court Cost	\$1,100.00
Fines(\$100.00 per day)	?

TOTAL

?

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: 2917 N Miller Street
Property Owner: Alumni Partners II, LLC
Original Complaint: Overgrowth, trash, debris and dilapidated structure
EE Case #: CE 110804059

08/23/11 Received complaint for overgrowth, trash and debris and dilapidated structure. Officer investigated the complaint and posted a notice of violation. Notice of violation was sent both regular and certified mail.

09/15/11 Notice of violation received and signed for by Kiesnan.

09/26/11 Reinspection conducted. Violations remained. Photos taken.

11/15/11 Violations remain.

12/05/11 Title search requested and reveals title vested in Alumni Partners II, LLC.

02/09/11 Notice of Hearing sent both regular and certified mail. Notice received on 02/23/12. Copy of hearing posted on property and photos taken.

02/28/12 Hearing held. \$1,100 court cost awarded to Escambia County, \$100.00 per day fine with a deadline of 03/19/12.

02/29/12 Copy of Order mailed to owner both regular and certified mail and received on 03/12/12.

03/27/11 Letter of Non-compliance sent to owner and received on 04/10/12.

*** Environmental Enforcement has an open and active order. Daily fines are accruing at \$100.00 per day. Violations need to be abated.

Lien amount	<u>Cost</u>
Court Cost	\$1,100.00
Fines(\$100.00 per day)	?
TOTAL	?

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



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6522

Public Hearings 11.

BCC Regular Meeting

Meeting Date: 08/21/2014

Issue: 5:31 p.m. Public Hearing Establishing a Six-Month Moratorium on Permitting or Re-permitting of Certain Pit Facilities

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance establishing a six-month moratorium on permitting or re-permitting of borrow pits, borrow pit reclamation facilities, construction and demolition debris facilities, land clearance disposal facilities, and other landfill facilities.

Recommendation: That the Board adopt the Ordinance placing a temporary moratorium on the permitting or re-permitting of borrow pits, borrow pit reclamation facilities, construction and demolition debris facilities, land clearance disposal facilities, and other landfill facilities, so that County staff may review and evaluate County ordinances and regulations governing such land uses.

This Hearing serves as the second of two required Public Hearings before the Board of County Commissioners. The first Public Hearing was held on July 24, 2014.

BACKGROUND:

At its July 10, 2014 meeting, the Board approved setting the two Public Hearings for consideration of adopting a temporary moratorium on the permitting or re-permitting of borrow pits, borrow pit reclamation facilities, construction and demolition debris facilities, land clearance disposal facilities, and other landfill facilities. The moratorium is necessary because it will allow the Board to review and amend its current regulations for these types of facilities, with the goal of improving these regulations to better protect the public health, safety, and welfare. The Board approved this ordinance during the first public hearing held on July 24, 2014.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Ryan E. Ross drafted the proposed draft ordinance. The ordinance for the first Public Hearing was advertised in the *Pensacola News Journal* on July 12, 2014, and the ordinance for the second Public Hearing was advertised in the *Pensacola News Journal* on August 2, 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 ESCAMBIA COUNTY, FLORIDA ESTABLISHING A TEMPORARY MORATORIUM ON PERMITTING OR RE-PERMITTING BORROW PITS, BORROW PIT RECLAMATION FACILITIES, CONSTRUCTION AND DEMOLITION DEBRIS FACILITIES, LAND CLEARANCE DEBRIS FACILITIES, AND OTHER LANDFILL OPERATIONS; PROVIDING FOR THE DURATION OF SUCH MORATORIUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County currently requires certain landfill (construction and demolition debris and land clearance disposal) and mining (borrow pit) operations to obtain County permits; and

WHEREAS, after receiving substantial public input, the Escambia County Board of County Commissioners believes that some permitted operations are not complying with County codes and regulations; and

WHEREAS, the Board finds that noncompliance with its permit requirements poses a serious health and safety threat to the public; and

WHEREAS, the Board further finds that a comprehensive review of its codes and regulations is an essential step towards developing, implementing, and enforcing more effective permitting requirements and towards better safeguarding the health and safety of the public; and

WHEREAS, the Board therefore concludes that a temporary moratorium on permitting or re-permitting borrow pits, borrow pit reclamation facilities, construction and demolition debris facilities, land clearance disposal facilities, and any other landfill operations, is essential to the public health, safety, and welfare because it will allow the

Board to require such operations to conform to an anticipated stronger permitting process.

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

Section 1. Chapter 42, Article VIII, Section 42-326 of the Escambia County Code of Ordinances is hereby created to read as follows:

Sec. 42-326. Borrow Pits and Reclamation Moratorium.

A. Findings. The foregoing recitation of findings are hereby adopted and incorporated by reference herein as the factual basis which necessitates this action.

B. Declaration of Moratorium.

1. The Board of County Commissioners hereby declares that permitting or re-permitting borrow pits and borrow pit reclamation facilities shall temporarily cease for the period set forth in subsection C.
2. The moratorium imposed by this ordinance shall prohibit the processing of any applications for the permitting or re-permitting of any borrow pits or borrow pit reclamation facilities, including any application for development review, so that county staff may review and evaluate county ordinances and regulations governing such land uses.
3. The expiration date for any lawful, active permit or development order for a borrow pit or borrow pit reclamation facility that was issued prior to the effective date of the moratorium shall be tolled during the moratorium.

C. Duration of Moratorium. This moratorium imposed by this ordinance shall commence on August 21, 2014, and shall automatically expire on February 21, 2015, unless prior to such expiration, the Board of County Commissioners, after holding a public hearing, finds and determines that it is necessary to extend the moratorium for a limited and specified additional time period or upon adoption of regulations contemplated by the moratorium to prevent adverse off-site impacts and incompatibility of uses.

D. Jurisdiction. This ordinance imposing the foregoing moratorium shall apply to all incorporated and unincorporated areas of Escambia County unless a municipality shall expressly exclude itself by resolution.

Section 2. Chapter 82, Article V, Division 3, Section 82-229 of the Escambia County Code of Ordinances is hereby created to read as follows:

Sec. 82-229. CDD and LCD Permit Moratorium.

A. Findings. The foregoing recitation of findings are hereby adopted and incorporated by reference herein as the factual basis which necessitates this action.

B. Declaration of Moratorium.

1. The Board of County Commissioners hereby declares that permitting or re-permitting CDD and LCD facilities, or any other landfill operations, as defined by this Division, shall temporarily cease for the period set forth in subsection C.
2. The moratorium imposed by this ordinance shall prohibit the processing of any applications for the permitting or re-permitting of any CDD or LCD facilities, or any other landfill operations, as defined by this Division, including any application for development review, so that county staff may review and evaluate county ordinances and regulations governing such land uses.
3. The expiration date for any lawful, active permit or development order for a CDD facility, LCD facility, or any other landfill operation that was issued prior to the effective date of the moratorium shall be tolled during the moratorium.

C. Duration of Moratorium. This moratorium imposed by this ordinance shall commence on August 21, 2014, and shall automatically expire on February 21, 2015, unless prior to such expiration, the Board of County Commissioners, after holding a public hearing, finds and determines that it is necessary to extend the moratorium for a limited and specified additional time period or upon adoption of regulations contemplated by the moratorium to prevent adverse off-site impacts and incompatibility of uses.

D. Jurisdiction. This ordinance imposing the foregoing moratorium shall apply to all incorporated and unincorporated areas of Escambia County unless a municipality shall expressly exclude itself by resolution.

Section 3. Severability.

It is declared the intent of the Board of County Commissioners that any subsection, clause, sentence, provision or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or

unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 4. Inclusion in the Code.

It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made part of the Escambia County Code; and that the sections of this ordinances 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 intention.

Section 5. Effective Date.

This ordinance shall become effective upon its 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

Deputy Clerk

(Seal)

This document approved as to form and legal sufficiency.

By: 
Title: ASST. COUNTY ATTORNEY
Date: AUGUST 11, 2014

ENACTED:
FILED WITH DEPARTMENT OF STATE:
EFFECTIVE:

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:

August 2, 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 **4th Day of August, 2014**, by Virginia Hollingsworth, who is personally known to me.

Virginia Hollingsworth Affiant
Laniann Suchicki Notary Public

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 **Thursday, August 21, 2014 at 5:31 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:

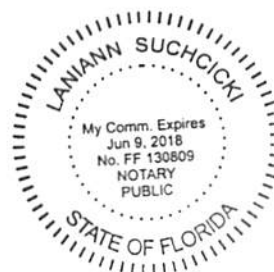
AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA ESTABLISHING A TEMPORARY MORATORIUM ON PERMITTING OR RE-PERMITTING BORROW PITS, BORROW PIT RECLAMATION FACILITIES, CONSTRUCTION AND DEMOLITION DEBRIS FACILITIES, LAND CLEARANCE DEBRIS FACILITIES, AND OTHER LANDFILL OPERATIONS; PROVIDING FOR THE DURATION OF SUCH MORATORIUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND 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 110.

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 (850) 595-4900 at least seven days prior to the date of hearing.

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

Legal No. 1627842 1T August 2, 2014





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6621

Public Hearings 12.

BCC Regular Meeting

Meeting Date: 08/21/2014

Issue: 5:32 p.m. Public Hearing - Vacate Portion of Alleyway in Block 7, Highland Park Subdivision

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of the Petition to Vacate a portion of an alleyway in Block 7, Highland Park Subdivision, as petitioned by John E. Cornelson, Jr., and Sheryle W. Cornelson.

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion (20 feet by approximately 150 feet) of an alleyway in Block 7, Highland Park Subdivision, as petitioned by John E. Cornelson, Jr., and Sheryle W. Cornelson:

- A. Approve the Petition to Vacate a portion (20 feet by approximately 150 feet) of an alleyway in Block 7, Highland Park Subdivision;
- B. Accept the Hold/Harmless Agreement;
- C. Adopt the Resolution to Vacate; and
- D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

BACKGROUND:

Petitioners own property abutting both sides of a portion of a 20 foot wide alleyway located in Block 7, Highland Park Subdivision as recorded in Plat Deed Book 69 at Page 616 of the public records of Escambia County, Florida. Block 7 is bordered by North "Q" and North "R" Streets on the east and west sides, and by West Hernandez and West Jordan Streets on the north and south sides. Petitioners are requesting that the Board vacate any interest the County has in the portion (20' x approximately 150') of a 20 foot wide alleyway in Block 7, Highland Park Subdivision, as shown on the plat of said subdivision. Staff has expressed no opinion on the title to the vacated area if petitioner's request were approved.

All concerned utility companies have reviewed this request and have no objection to the Vacation. Engineering staff has reviewed this request and has no objection to the Petition to Vacate.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval of the vacation, the necessary documents will be signed and it will be the responsibility of the Petitioners or the Petitioner's agent to have the documents recorded in the public records and to advertise the required public notifications.

Attachments

Petition

Hold Harmless

Resolution

Plat

Map

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

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

1. That the Petitioners, John E. Cornelson, Jr. and Sheryle W. Cornelson presently own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

The westernmost 150 feet of a 20' wide alleyway in Block 7, Highland Park Subdivision as shown on the plat of said subdivision as recorded in Plat Deed Book 69 at Page 616 of the public records of Escambia County, Florida.

2. That the Petitioners, John E. Cornelson, Jr. and Sheryle W. Cornelson desire that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section 17, Township 2 South, Range 30 West and recorded in Plat Deed Book 69 at Page 616 of the public records of Escambia County, Florida.

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

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

Petitioners acknowledge that:

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

Petitioner(s) Name: John E. Cornelson, Jr. and Sheryle W. Cornelson

Street Address: 2320 West Hernandez
Pensacola, Florida, 32505

Phone Number: (850) 432-9117

Agent's Name: N/A

Date: July 10, 2014

HOLD/HARMLESS AGREEMENT

WHEREAS, John E. Cornelson, Jr. and Sheryle W. Cornelson hereafter called "Petitioners" have requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III(A) of the Board of County Commissioners; and

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

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

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

The westernmost 150 feet of a 20' wide alleyway in Block 7, Highland Park Subdivision as shown on the plat of said subdivision as recorded in Plat Deed Book 69 at Page 616 of the public records of Escambia County, Florida.

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

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

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

Executed in the presence of:

Larry Goodwin
Witness

LARRY GOODWIN
Print or type name

Stacey S. Ward
Witness

Stacey S. Ward
Print or type name

PETITIONERS:

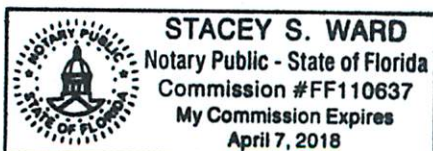
John E. Cornelson, Jr.
John E. Cornelson, Jr.

Date: 8/6/2014

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of August, 2014, by John E Cornelson, Jr., He is () personally known to me, (☒) produced current Drivers license as identification.

(Notary Seal)



Stacey S. Ward
Notary Public
Stacey S. Ward
Print or type name

Larry Goodwin
Witness
LARRY GOODWIN
Print or type name
Stacey S. Ward
Witness
Stacey S. Ward
Print or type name

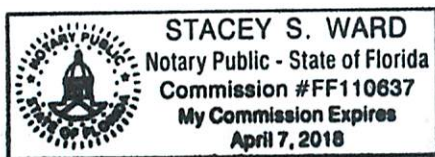
Sheryle W. Cornelson
Sheryle W. Cornelson.

Date: Aug. 6, 2014

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of August, 2014, by Sheryle W. Cornelson. She is () personally known to me, (X) produced current Drivers license as identification.

(Notary Seal)



Stacey S. Ward
Notary Public
Stacey S. Ward
Print or type name

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Approved by the B.C.C. on: _____

RESOLUTION NUMBER R_____ - _____

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

WHEREAS, John E. Cornelson, Jr., and Sheryle W. Cornelson have petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

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

The westernmost 150 feet of a 20' wide alleyway in Block 7, Highland Park Subdivision as shown on the plat of said subdivision as recorded in Plat Deed Book 69 at Page 616 of the public records of Escambia County, Florida.

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

WHEREAS, Petitioners, John E. Cornelson, Jr., and Sheryle W. Cornelson have caused to be published on July, 24, A.D., 2014, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:32 pm, on August 21, 2014, in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

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

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

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

The westernmost 150 feet of a 20' wide alleyway in Block 7, Highland Park Subdivision as shown on the plat of said subdivision as recorded in Plat Deed Book 69 at Page 616 of the public records of Escambia County, Florida.

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Adopted: _____

HIGHLAND PARK

PACKARD LAND COMPANY'S
FIRST ADDITION TO PARK PLACE

Being all of Lot 3 and portions of Lots 2 & 4, Section 17,
Tp. 2 S., R. 30 W. - Also portions of Lots 3 & 4, Section
31, Tp. 2 S., R. 30 W. according to the Subdivision
By Brainerd and McIntyre, Nov. 22, 1870
for Pensacola Land Association.
Survey by Stephen Lee, March 1909.

Pensacola, Fla.,
April 1913.

REVISED BY
L. E. Thornton,
Civil Engineer.

Scale 1"=100'

Portion of Alleyway
to be Vacated



Reproduction of Map record in
DEED BOOK 69 AT PAGE 616

Joe A. Flowers

Clerk Circuit Court
Date: March 15, 1963

Scale:
ORIGINAL SIZE
0 100 200

EXHIBIT "A"
REQUEST TO VACATE PORTION OF A 20' WIDE ALLEYWAY IN BLOCK 7, HIGHLAND PARK S/D
AS PETITIONED BY JOHN E. CORNELSON, JR., AND SHERYLE W. CORNELSON



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 07/10/14 DISTRICT 3



PETITIONERS PROPERTY



20' X 150' PORTION OF ALLEYWAY REQUESTED TO BE VACATED



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6637

Public Hearings 13.

BCC Regular Meeting

Meeting Date: 08/21/2014

Issue: 5:33 p.m. Public Hearing - Permit Renewal - Longleaf C&D Disposal Facility

From: Pat Johnson

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing for consideration of the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for Longleaf C&D Disposal Facility.

Recommendation: That the Board take the following action regarding the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for Longleaf C&D Disposal Facility, located at 2023 Longleaf Drive, Pensacola, Florida, owned by Waste Management, Inc.:

- A. Ratify the scheduling and advertising of the 5:33 p.m., Public Hearing on August 21, 2014;
- B. Authorize the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for Longleaf C&D Disposal Facility, located at 2023 Longleaf Drive, Pensacola, Florida, owned by Waste Management, Inc.; and
- C. Authorize the Chairman to sign the Permit.

[Funding: Fund 401, Solid Waste Fund, Account Number 343402]

BACKGROUND:

At the June 3, 2014, 5:31 p.m. Public Hearing, the Board of County Commissioners voted unanimously to remand back to staff, the recommendation for the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for Longleaf C&D Disposal Facility. The Board also requested staff to provide results of an air quality test, and to get soil and water samples, so that citizens could be assured as to the conditions of the site.

The Escambia County Code of Ordinances Chapter 82, stipulates that each entity must obtain a permit from the Solid Waste Management Department in order to operate an infill facility in Escambia County. The Department Director of Solid Waste Management has determined that the facility satisfies the permitting criteria for an infill facility. A copy of the proposed permit renewal is attached.

BUDGETARY IMPACT:

A Solid Waste Management Permit Application Fee of \$1,000.00 has been deposited into the Fund 401, Solid Waste, Account Number 343402.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed the permit for form and legal sufficiency by legal signoff.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Ordinance 2006-24, enacted March 16, 2006, requires a Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility.

IMPLEMENTATION/COORDINATION:

Following approval of this recommendation, a Permit shall be issued and distributed accordingly.

Attachments

Longleaf Permit 2014-2015

Longleaf Application 2014

Longleaf Comp Plan Review

Air Data Info 08_11_2014

Air Data Info 08_08_2014

Semi Ann Water Qual. Sampling Log

Inspection 07_14_2014

FDEP Onsite Inspection 06_25_2014

H2S Monitoring Log_WM

Longleaf Pit Map



Solid Waste Management Department

13009 Beulah Road
Cantonment, FL 32533
Phone: 850.937.2160

Patrick T. Johnson, Department Director

Permit to Construct and/or Operate a Construction and Demolition Debris Facility

Permittee:	Waste Management, Inc.
Facility Name:	Longleaf C&D Disposal Facility
Facility Type:	In-fill facility as reclamation activity for borrow pits existing prior to September 16, 2004
File Number:	2006-04-001CDD
Original Date of Issue:	April 26, 2006
Renewal Date:	August 21, 2014
Expiration Date:	August 20, 2015
Development Review #:	41-1S-30-1000-000-000
Date:	05/30/2001
Total Acreage of Facility:	40 Acres
Total Area Licensed for Disposal:	40 Acres

This permit is issued under the provision of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240 of the Escambia County Code of Ordinances. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Division of Solid Waste Management, hereinafter called Department, and made a part hereof and specifically described as follows:

To construct and operate a Construction and Demolition Debris disposal facility located on a 40-acre site on Longleaf Drive east of SR297 in Escambia County Florida. Operation of the facility shall be in accordance with the permit renewal application received on March 25, 2014, and the general and specific conditions required in this permit.

General Permit Conditions – All Facilities

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are “permit conditions” and are binding and enforceable pursuant to the authority of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240, Escambia County Code of Ordinances. Permittee is hereby placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.
4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statutes, County and Department rules.
5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.
6. Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
 - b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
 - c. Having access to and copying any records that must be kept under the conditions of this permit.

7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:
 - a. A description of and cause of noncompliance, and
 - b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department , may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.
9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.
10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.
11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.
12. Permittee shall submit all comments or correspondence required by this permit to:

Patrick T. Johnson, Department Director
Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

Phone 850-937-2160
E-mail Pat_Johnson@co.escambia.fl.us

Copy to:

Doyle O. Butler
Engineering Project Coordinator
Department of Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

Phone 850-937-2160
E-mail DOBUTLER@co.escambia.fl.us

Specific Permit Conditions – Infill Facilities

- 1. Facility Setback.**
Footprint setback shall be a minimum of 100 feet from the property boundary and shall be maintained throughout the operational life of the facility. Setback shall be applicable to all permitted disposal areas including temporary storage and / or drop-off points, equipment storage or maintenance areas and entrance and exit points. Section 82.226. (3)(c).
- 2. Aerial and Vertical Height.**
Aerial and vertical height shall be limited to the average grade before commencement of operations with allowance for closure and capping to promote positive drainage and prevent ponding and stormwater intrusion into the debris pile. Section 82.226. (3)(d).
- 3. Fencing and Access Control.**
Fencing is required on all property boundaries. Any boundary that abuts developed property or a public road shall be fenced with a minimum of six (6) feet of wood or other Department approved material that prevents visible observation of the permitted disposal area. Vegetative buffering in sufficient quantity may be deemed a substitute for solid fencing. Entrance and exit points shall be equipped with gates and locks to prevent unauthorized access during periods when the facility is closed. Natural barriers may be used for access control in lieu of fencing where deemed appropriate by the Department. Section 82.227. (3)(a).
- 4. Cover Material and Application**
Cover shall be used at least bi-weekly on working faces in sufficient quantity and type to deprive debris of oxygen, to minimize the risk of fire and prevent emission of objectionable odors. Section 82.227. (3)(b).
- 5. Operational Hours**
Operations are limited to Monday through Friday between 7:00 a.m. and 5:00 p.m. and Saturday 7:00 a.m. to 3:00 p.m. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are prohibited on Thanksgiving, Christmas, New Year's Day and July 4th. Section 82.227. (3)(e).
- 6. Volume Reduction**
Volume reduction may *not* be accomplished by means of chipping, shredding, or otherwise processing the debris. Volume reduction may only occur by picking or removing recyclables from the waste stream prior to disposal. Section 82.227. (3)(d).
- 7. Dust Suppression.**
Active dust suppression is required to prevent dust migration off site. Section 82.227. (3)(f).
- 8. Nuisance**
No person shall cause, suffer, allow or permit the discharge into the air of dust, fumes, gas, mist, odor, smoke or vapor, or any combination thereof, so as to constitute a nuisance as defined in county ordinance 2006-24. Section 82.225 (cc) and Section 82.227. (3)(c).

9. **Queuing**
Queuing or staging of vehicles, containers, or equipment on public roads or rights of way is prohibited. Section 82.227. (3)(g).
10. **Commercial General Liability Coverage**
The Permittee shall maintain Commercial General Liability insurance with One Million Dollars (\$1,000,000.00) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operation, contractual liability and all additional requirements as specified in Section 86-233.
11. **Litter, Sediment and Traffic Control; Road Maintenance.**
The Permittee shall be responsible for maintaining the full length of road frontage and additional length of adjacent roadway as listed below, free from all litter and sediment generated as a result of transporting material into or out of the facility and all additional requirements as specified in Section 82.234.

Longleaf Drive and Kemp Road, .5 miles either side of facility entrance.
12. **Abatement Procedures**
Permittee shall consent to imposition of summary abatement procedures as hereinafter set forth in County Ordinance 2006-24, Section 82-240.
13. **Required Reports**
Permittee shall submit quarterly reports of tonnage of material received, average number of disposal vehicles enter the facility per month and remaining capacity.
14. **Permit Renewals**
Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

Date _____



ESCAMBIA COUNTY

DEPARTMENT OF SOLID WASTE MANAGEMENT

APPLICATION FOR A PERMIT TO CONSTRUCT,
OPERATE, MODIFY OR CLOSE A
CONSTRUCTION AND DEMOLITION DEBRIS
OR LAND CLEARING DISPOSAL
MANAGEMENT FACILITY

April 13, 2006

Escambia County
Department of Solid Waste Management
APPLICATION FOR A PERMIT TO CONSTRUCT,
OPERATE, MODIFY OR CLOSE A C&DD WASTE MANAGEMENT FACILITY

A. GENERAL INFORMATION

1. Type of facility (check all that apply):

- ☐ Regional
- ☐ Rural
- ☒ Infill
- ☐ Transfer
- ☐ Land Clearing Debris (LCD)

2. Type of application:

- ☐ Construction
- ☐ Operation
- ☒ Construction/Operation
- ☐ Closure

3. Classification of application:

- | | |
|---|--|
| <input type="checkbox"/> New | <input type="checkbox"/> Substantial Modification |
| <input checked="" type="checkbox"/> Renewal | <input type="checkbox"/> Intermediate Modification |
| | <input type="checkbox"/> Minor Modification |

4. Facility name: Longleaf C&D Disposal Facility

5. ID Number: 2006-4-001CDD

6. Facility location (main entrance): 2023 Longleaf Drive

Pensacola, FL 32505

7. Location coordinates:

Section: 41 Township: 1S Range: 30W

Latitude: 30 ° 29 ' 4 " Longitude: 87 ° 17 ' 0 "

8. Applicant name (operating authority): Longleaf C&D Disposal Facility, Inc.

Mailing address: 2023 Longleaf Drive, Pensacola, FL 32505
Street or P.O. Box City County Zip

Contact person: Robert Boykin Telephone: (850) 564-2825

Title: District Manager Email: rboykin@wm.com

9. Authorized agent/consultant: _____

Mailing address: _____
Street or P.O. Box City County Zip

Contact person: _____ Telephone: (____) _____

Title: _____ Email: _____

10. Landowner (if different than applicant): _____

Mailing address: _____
Street or P. O. Box City County Zip

Contact person: _____ Telephone: (____) _____

Email: _____

11. Date site will be ready to be inspected for completion: _____

12. Expected life of the facility: 27 years

13. Estimated costs:

Total Construction: \$ 492,000 Closing Costs: \$ 836,345.50

14. Anticipated construction starting and completion dates:

From: May 2006 To: December 2040

15. Expected volume or weight of waste to be received: 200 yds³/day.

B. DISPOSAL FACILITY GENERAL INFORMATION

1. Provide brief description of disposal facility design and operations planned under this application:

See information provided with original permit application.

See information provided with original permit application.

See information provided with original permit application.

See information provided with original permit application.

2. Facility site supervisor: Robert Boykin

Title: District Manager Telephone: (850) 564-2825

Email: rboykin@wm.com

3. Disposal area: Total 27.2 acres; Used 9.3 acres; Available 17.9 acres

4. Security to prevent unauthorized use: ☒ Yes ☐ No

5. Charge for waste received: varies \$/yds³ _____ \$/ton

6. Surrounding land use, zoning:

<input checked="" type="checkbox"/> Residential	<input checked="" type="checkbox"/> Industrial
<input type="checkbox"/> Agricultural	<input type="checkbox"/> None
<input type="checkbox"/> Commercial	<input type="checkbox"/> Other Describe: _____

7. Types of waste received:

☒ C & D debris ☐ Land Clearing Debris

8. Attendant: ☒ Yes ☐ No Trained operator: ☒ Yes ☐ No

9. Spotters: ☒ Yes ☐ No Number of spotters used: 1

10. Site located in: ☐ Floodplain ☐ Wetlands ☒ Other N/A

11. Property recorded as a Disposal Site in County Land Records: ☐ Yes
☒ No

12. Days of operation: Mon-Sat

13. Hours of operation: 7 AM TO 5 PM

14. Days Working Face covered: Weekly

15. Elevation of water table: 55-62 Ft. (NGVD 1929)

16. Storm Water:

Collected: ☒ Yes ☐ No

Type of treatment: Detention/Infiltration

Name and Class of receiving water: No Discharge

17. Required submittals for issuance of permit.

- a. Boundary survey signed and seal by a registered Florida surveyor.
- b. Site Plan - Provide a site plan, at a scale not greater than 200 feet to the inch, which shows the facility location and identifies the proposed waste and final residue storage areas, total acreage of the site, and any other features which are relevant to the prohibitions or location restrictions such as water bodies or wetlands on or within 500 feet of the site, and potable water wells on or within 1000 feet of the site.
- c. Operational Plan - Provide an operation plan for the facility which includes:
(1) a description of general facility operations, the number of personnel responsible for the operations including their respective job descriptions, and the types of equipment that will be used at the facility; (2) procedures to ensure any unauthorized wastes received at the site will be properly managed; (3) a contingency plan to cover operation interruptions and emergencies such as fires, explosions, or natural disasters; (4) procedures to ensure operational records needed for the facility will be adequately prepared and maintained; and (5) procedures to ensure that the wastes and final residue will be managed to not be expected to cause pollution.

18. Development Review Committee process completed.

☐ No ☒ Yes

Date: May 30, 2001

Project Number: _____

19. Development Order issued.

☐ No ☒ Yes

Date: May 30, 2001

C. CERTIFICATION BY APPLICANT AND ENGINEER OR PUBLIC OFFICER

1. Applicant:

The undersigned applicant or authorized representative of Longleaf C&D Disposal Facility, Inc. is aware that statements made in this form and attached information are an application for a Construct/Operate C&D Disposal Facility Permit from the Department of Solid Waste Management and certifies that the information in this application is true, correct and complete to the best of his/her knowledge and belief. Further, the undersigned agrees to comply with the provisions of County Ordinance 2006-24 and all rules and regulations of the Department. It is understood that the Permit is not transferable, and the Department will be notified prior to the sale or legal transfer of the permitted facility.

David Myhan
Signature of Applicant or Agent

2023 Longleaf Drive
Mailing Address

David Myhan, Area VP
Name and Title (please type)

Pensacola, FL 32505
City, State, Zip Code

dmyhan@wm.com
E-mail address (if available)

(601) 790-6115
Telephone Number

Attach letter of authorization if agent is not a governmental official, owner, or corporate officer.

2. Professional Engineer registered in Florida (or Public Officer if authorized under Sections 403.707 and 403.7075, Florida Statutes):

I have carefully examined the engineering features of this C & DD waste management facility and have examined by me and found to conform to the standards set forth in the rules to such facilities. In my professional judgment, the facility, as designed, maintained and operated, will comply with all the requirements of Florida and rules of the Department. It is my professional opinion that it will provide the applicant with a set of instructions of operation of the facility.

Chanc W. Moore

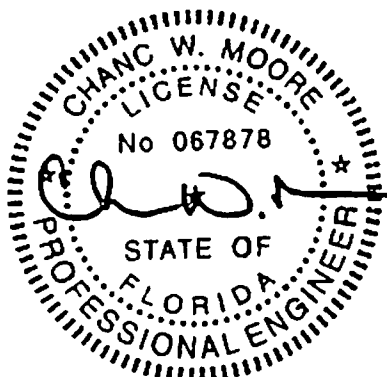
4040 Royal Drive, Suite 100
Mailing Address

Chanc W. Moore, P.E.
Name and Title

Kennesaw, GA 30144
City, State, Zip Code

cwmoore@terracon.com
Email Address (if applicable)

67878
Florida Regis:
(Please aff



(770) 924-9799
Telephone Number

March 07, 2014
Date



March 17, 2014

Escambia County Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

ATTN: Mr. Brent Schneider, PE
Engineering & Environmental Manager

**RE: C&D Landfill Permit Renewal
Longleaf C&D Disposal Facility**

Dear Mr. Schneider:

On behalf of our client, Longleaf C&D Disposal Facility, Inc., please find enclosed a permit renewal application and check for \$1,000 to cover the permit fee for the reference permit renewal. Attached is the Escambia County Department of Solid Waste Management *Application for a Permit to Construct, Operate, Modify, or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility* for renewal of the referenced facility's permit.

We appreciate your assistance with the successful administration of this facility. Should you have any questions about this permit application, please contact me at (423) 667-7654 or jjbreedlove@terracon.com or Mr. Brian Dolihite of Waste Management at (850) 259-4156 or bdolihite@wm.com.

Sincerely,
Terracon Consultants, Inc.

Jeffrey J. Breedlove, P.E.
Senior Consultant
jjbreedlove@terracon.com

encl.

RECEIVED

MAR 25 2014

**SOLID WASTE
MANAGEMENT**

Long Leaf Borrow Pit

Borrow pit. A site or parcel of property where soils, clays, gravel or similar materials are removed, or have been removed for use elsewhere. May also be referred to as a mining, mineral, or resource excavation and/or extraction site.

CON 1.5.1 Erosion Control. Escambia County will, through LDC provisions, address the use of appropriate erosion control measures during all construction and other land disturbance activities to minimize off-site migration of soil particles.

CON 1.5.2 Extraction and Reclamation Limitations. Resource extraction and reclamation activities are considered unique non-residential uses due to their transient nature and the eventual restoration of affected lands to post mining land uses. Escambia County will prohibit resource extraction activities within environmentally sensitive areas that cannot be completely restored; within wellhead protection areas; within the CHHA; within one-half mile of aquatic preserves, Class II waters, Shoreline Protection Zone 1, or Outstanding Florida Waters; and within all FLU categories, except Agriculture, Rural Community, Industrial, and Public. Additionally, resource extraction in the form of borrow pits will be prohibited abutting state and federal parks, within floodplains, or near existing residential uses, residential zoning districts, or subdivisions intendedCP12:5 primarily for residential use. Reclamation activities to restore previously mined lands to an intended post-mining land use may be allowed in any future land use category.

CON 1.5.2 Extraction and Reclamation Limitations. Resource extraction and reclamation activities are considered unique non-residential uses due to their transient nature and the eventual restoration of affected lands to post mining land uses. Escambia County will prohibit resource extraction activities within environmentally sensitive areas that cannot be completely restored; within wellhead protection areas; within the CHHA; within one-half mile of aquatic preserves, Class II waters, Shoreline Protection Zone 1, or Outstanding Florida Waters; and within all FLU categories, except Agriculture, Rural Community, Industrial, and Public. Additionally, resource extraction in the form of borrow pits will be prohibited abutting state and federal parks, within floodplains, or near existing residential uses, residential zoning districts, or subdivisions intendedCP12:5 primarily for residential use. Reclamation activities to restore previously mined lands to an intended post-mining land use may be allowed in any future land use category.

CON 1.5.3 Extraction and Reclamation Compatibility. Escambia County will permit extraction of soils and mineral resources and site reclamation only where compatible with adjacent land uses and where minimal resource degradation will occur. The determination of minimal degradation, if necessary, will be made in cooperation with the appropriate state or federal agencies regulating resource extraction and reclamation activities. The locations where these activities may be allowed, if not otherwise prohibited, will be determined based on geological constraints and will be regulated by the applicable zoning district and performance standards established for such activities within the LDC.

CON 1.5.4 Extraction and Reclamation Review. Escambia County will subject all new or expanded resource extraction and reclamation activities to a mandatory development review process to assess technical standards for public safety, environmental protection, and engineering design.

7.01.02.6 Areas approved through county permits for borrow pits or mineral extraction are exempt from the tree protection and landscaping provisions of this section.

7.07.07. Borrow pits (includes mining and resource extraction) and reclamation activities thereof.

A. *Setbacks for excavation.* Borrow pit slope commencement (i.e., the outermost edge of excavation) shall be located a minimum of 25 feet from the adjoining owner's property boundary and/or adjacent right-of-way (ROW). Setback provisions established herein include the required width for landscape screening and buffers subsequently noted herein. The following exceptions may apply:

1. *Back to back pits.* The setback for slope commencement excludes property boundary lines between active pits using the same excavation area.
2. *Slope angles.* Pits with a shallow excavation slope of 6:1 (i.e., six feet horizontal for each one foot vertical) may exceed the 50-foot setback up to the 20-foot minimum required width for landscape screening and buffer requirements. Steep pits allowed to exceed the required 2:1 slope ratio as provided in subsection C., below, shall require a 100-foot setback.
3. *Site specific requirements.* Increased setbacks may be required per the terms of the mandatory county development order to protect wellheads, environmental areas, and/or adjacent properties from adverse impacts (reference Comprehensive Plan Policies 7.A.5.2, 11.A.1.6, 11.B.2.9 and 11.B.3.1-9, among others).

B. *Reserved.*

C. *Excavation slope requirements.* The angle of repose for borrow pit/mining slopes shall be no greater than 2:1 (i.e., two feet horizontal for each one foot vertical) unless a professional engineer (P.E.) or professional geologist (P.G.) certifies that an angle of repose exceeding this ratio will prohibit any potential erosion or slumping, factoring into account the type of soil (i.e., clay, sand, etc.) and pertinent environmental conditions of the area.

D. *Traffic requirements.* See section 7.11.09. Pit access shall be limited to routes having the least impact on residential areas, and the use shall be subject to all traffic concurrency requirements. E. *Permits.* See Escambia County Code of Ordinances, part I, chapter 42, Article VIII, section 42-323. A county resource extraction permit is required for extraction, removal and transportation of material excavated from the site. Permits for filling and/or reclamation of pits after removal of usable materials are subject to additional federal, state and/or local regulations as governed by the applicable regulatory authority.

F. *Hours of operation.* Limited for pits and reclamation activities as indicated in section 7.07.01.D above.

G. *Fences and gates.* A substantially built, esthetically pleasing security fence with appropriate gates for access, not less than six feet above grade, is required along the outer perimeter of the excavated area, with exception of the pit access point(s). Additional security features, such as barbed wire above the fence top, are encouraged. Gates for access shall be locked at all times during nonoperating hours. Fences and gates shall be maintained in a reasonable condition to remain an effective barrier.

H. *Screening.* Portions of the pit visible from the public right-of-way or nearest residential use shall be screened with dense landscaping to achieve at least 75 percent opacity within two years. The landscape buffer shall be no less than ten feet in width at any given point and may be placed either inside or outside the required fence perimeter to achieve maximum dust and noise reduction and visible shielding. Earthen berms with a minimum height of three feet can be placed within this buffer area.

I. *Buffers.* In addition to the landscape screening noted above, a minimum ten-foot wide buffer is required parallel to, and inside, the required fence. Excavation, pit operations, parking, storage and disposal of debris are not permitted within the screening or buffer areas. The setback area may not be used for truck or equipment traffic, except as necessary to maintain the setback area and perimeter fence. Pit access point(s) shall be designed perpendicular to the

buffer/screening width with the least disturbance to the buffer/screening zone that allows safe vehicle and equipment access to the operating site.

J. *Signs*. "No Trespassing" signs are required at each pit access point(s), every 250 linear feet on the boundary fence, and at each corner, in letters not less than two inches in height. "No Trespassing" signs shall be maintained in legible condition.

K. *Reclamation activities*. Active reclamation activities shall be governed by the above performance standards until such time as complete reclamation has occurred in accordance with all federal, state, and local regulations and approved by the division manager, development services in accordance with the Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII. Reclamation involving land clearing debris disposal shall only be permitted to the minimum height above ground level that allows for environmental safety and stormwater runoff consistent with the surrounding environment and intended post-mining land use not to exceed six feet. Groundwater monitoring wells may be required for specific types of debris disposal per the applicable federal and state regulations and the terms of the required county-approved reclamation plan.

L. *Exceptions for existing pits and/or reclamation activities thereof*.

1. *Setbacks/slopes*. Existing pit owners and/or operators with pits that do not meet the setback and/or slope requirements established above shall have 180 days from the date of adoption of this ordinance (Ordinance 2005-23) to apply for a development order that establishes the criteria for required setbacks and/or slopes.

2. *Traffic requirements*. Traffic requirements are waived for existing pits when strict application would deny access to pit operations.

3. *Permits*. Permit requirements are established in the Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII.

4. *Hours of operation*. Limited as noted above. 5. *Fences, gates, screening, and buffers*. Existing pit owners and/or operators with pits that do not comply with the fence, gate, screening and buffering provisions above shall have 180 days from the date of the mandatory approved county development order to comply with the established provisions herein. Extensions for extenuating circumstances (e.g. large pits) may be approved per the terms of the mandatory development order on a case-by-case basis (reference Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII).

M. *Reclamation of existing pits involving land clearing debris disposal*. If reclamation activities involving land clearing debris disposal at existing pits already exceeds ground level as of the date of adoption of this ordinance (Ordinance 2005-23), no further increase in vertical height shall be permitted unless the height increase is certified by a professional engineer (P.E.), using best management practices, to be necessary for stormwater considerations and/or environmental safety not to exceed the permitted height as of September 16, 2004. Any such certification for height increases above ground level shall be consistent with the surrounding environment and intended post-mining land use.

(Ord. No. 97-8, § 1, 2-27-1997; Ord. No. 97-18, § 2, 6-5-1997; Ord. No. 97-51, § 1, 10-2-1997; Ord. No. 2005-23, § 5, 7-7-2005; Ord. No. 2007-60, § 4, 10-4-2007)

Staff's Observation of Long Leaf

7.07.07.A Staff observed steep slopes and is unclear of the distance to the adjacent pit. There is minimum slope requirement for back to back pits. A 100 foot setback is required as well from all sloped areas that have a 2:1 ratio. Pits shall be located a minimum of 25 feet from the adjoining

owner's property boundary and/or adjacent right-of-way (ROW). Setback provisions established herein include the required width for landscape screening and buffers subsequently noted herein.

3. *Site specific requirements.* Increased setbacks may be required per the terms of the mandatory county development order to protect wellheads, environmental areas, and/or adjacent properties from adverse impacts (reference Comprehensive Plan Policies 7.A.5.2, 11.A.1.6, 11.B.2.9 and 11.B.3.1-9, among others).

Staff also observed and is unclear of the fence surrounding the whole property along with the screening and buffers that are required. A survey will be needed to determine the actual distance from the pit to the property line. Staff also noted a large amount of storage containers throughout the site and along the fence line which is in the buffer.

G. *Fences and gates.* A substantially built, esthetically pleasing security fence with appropriate gates for access, not less than six feet above grade, is required along the outer perimeter of the excavated area, with exception of the pit access point(s). Additional security features, such as barbed wire above the fence top, are encouraged. Gates for access shall be locked at all times during nonoperating hours. Fences and gates shall be maintained in a reasonable condition to remain an effective barrier.

H. *Screening.* Portions of the pit visible from the public right-of-way or nearest residential use shall be screened with dense landscaping to achieve at least 75 percent opacity within two years. The landscape buffer shall be no less than ten feet in width at any given point and may be placed either inside or outside the required fence perimeter to achieve maximum dust and noise reduction and visible shielding. Earthen berms with a minimum height of three feet can be placed within this buffer area.

I. *Buffers.* In addition to the landscape screening noted above, a minimum ten-foot wide buffer is required parallel to, and inside, the required fence. **Excavation, pit operations, parking, storage and disposal of debris are not permitted within the screening or buffer areas.** The setback area may not be used for truck or equipment traffic, except as necessary to maintain the setback area and perimeter fence. Pit access point(s) shall be designed perpendicular to the buffer/screening width with the least disturbance to the buffer/screening zone that allows safe vehicle and equipment access to the operating site.

Cheryl D Watson

From: KEITH T. WILKINS
Sent: Tuesday, August 12, 2014 3:53 PM
To: Cheryl D Watson
Cc: Pat T. Johnson; Chips Kirschenfeld
Subject: FW: Longleaf Permit
Attachments: Longleaf Air Data Field Sheets 081114.pdf; Airmap2.pdf

This is the most recent. We have cut back to Monday, Wednesday and Friday.

From: Dana Morton
Sent: Monday, August 11, 2014 2:47 PM
To: Dana Morton; Chips Kirschenfeld; KEITH T. WILKINS
Cc: Matt T. Kelly; Brent A Wipf; Timothy R. Day; Glenn C. Griffith; Christy J. Draper
Subject: RE: Longleaf Permit

Hydrogen Sulfide Screening at Longleaf C&D Facility (2023 Longleaf Dr.)
Date: 8/11/2014
Time: 1131 to 1214
Wind: 0 – 3.5 mph W-NW-N

No exceedances of Agency for Toxic Substances and Disease Registry Minimum Risk Level (MRL) at 0.070 ppm found was documented

Locations:

Main Gate on Longleaf Dr. (lat/long) N 30 29' 09.7"/W 087 17' 05.6"
Readings: 0.006 PPM

East Gate on Longleaf Dr. (lat/long) N 30 29' 09.6"/W 087 17' 00.2"
Readings: 0.005-0.006 PPM

End of Cornelius Ln. 6803 (lat/long) N 30 29' 00.1"/W 087 16' 50.7"
Readings: 0.004-0.005 PPM

End of Blossom Trail (lat/long) N 30 28' 53.5"/W 087 16' 38.3"
Readings: 0.005 PPM

3183 Marcus Point Blvd. (lat/long) N 30 28' 49.9"/W 087 17' 00.4"
Readings: 0.005-0.006 PPM

Dana Morton

Environmental Analyst: NPDES/MS4 Permit Monitoring Program
Water Quality & Land Management Division
Community & Environment Department
Central Office Complex
3363 West Park Place
Pensacola, FL 32505
Office: 850-595-1865

Google

Longleaf C&D
(2023 Longleaf Dr.)

To see all the details that are visible on the screen, use the "Print" link next to the map.

8-11-2014

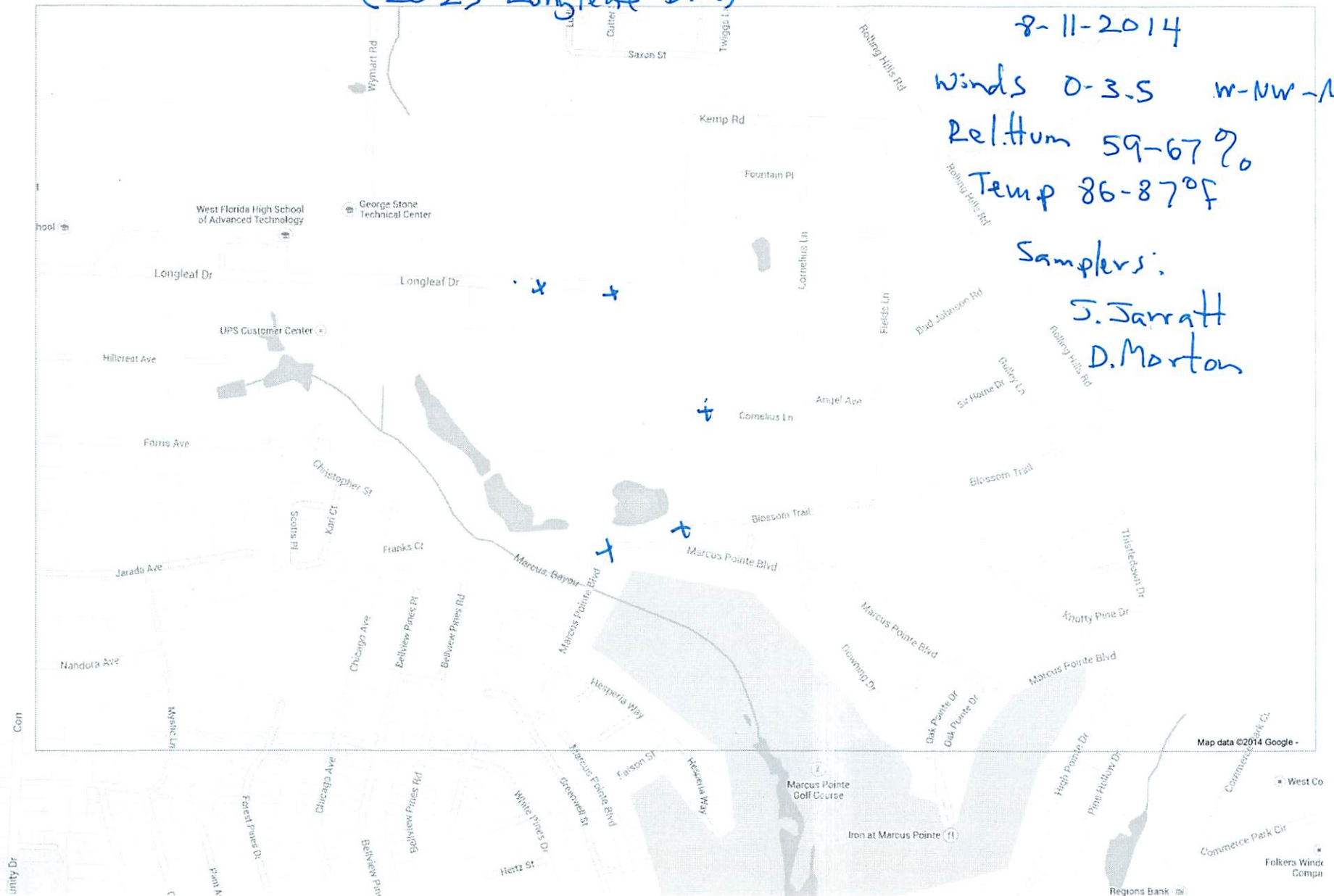
winds 0-3.5 w-nw-n

Rel Hum 59-67%

Temp 86-87°F

Samplers:

J. Jarratt
D. Morton



Longleaf C&D plots

Air Quality Monitoring Log / Hydrogen Sulfide

Station Location:

Date: 8-11-2014

Station Type:

Latitude:

Longitude:

Field Meter Model: Jerome 631x

Meter Serial Number: 2536

Time	H ₂ S (ppm)	Temp °F	% Humidity	Wind Speed (mph)	Wind Direction	Time	H ₂ S (ppm)	Temp °F	% Humidity	Wind Speed (mph)	Wind Direction
12:12	.0016	86	59	3	wnw	11:56	.0005	87	59	4	N
	Field meter			1	nw		Field meter			1.3	nw
12:13	.0016	86	59	3	wnw	11:57	.0005	87	59	4	N
	Field meter			2	N		Field meter			1.3	nw
12:14	.0016	86	59	3	wnw	11:52	.0005	87	59	1.3	nw
	Field meter			.9	N		Field meter			0	—
12:07	.0005	86	61	0	nne	11:31	.0005	86	67	5	N
	Field meter			3.5	nw		Field meter			0	—
12:08	.0005	86	61	2	nne	11:32	.0005	86	67	5	N
	Field meter			2.3	sw		Field meter			.5	nnw
12:09	.0016	86	61	2	nne	11:33	.0016	86	67	5	N
	Field meter			.5	w		Field meter			.6	nnw
12:00	.0004	86	65	4	N						
	Field meter			.2	w						
12:01	.0005	86	65	4	N						
	Field meter			0	—						
12:02	.0005	86	65	4	N						
	Field meter			0	—						

Sampled By / Affiliation:

D. Morton

Sampler(s) Signature:

J. Garratt

R. Dama Morton

[Signature]

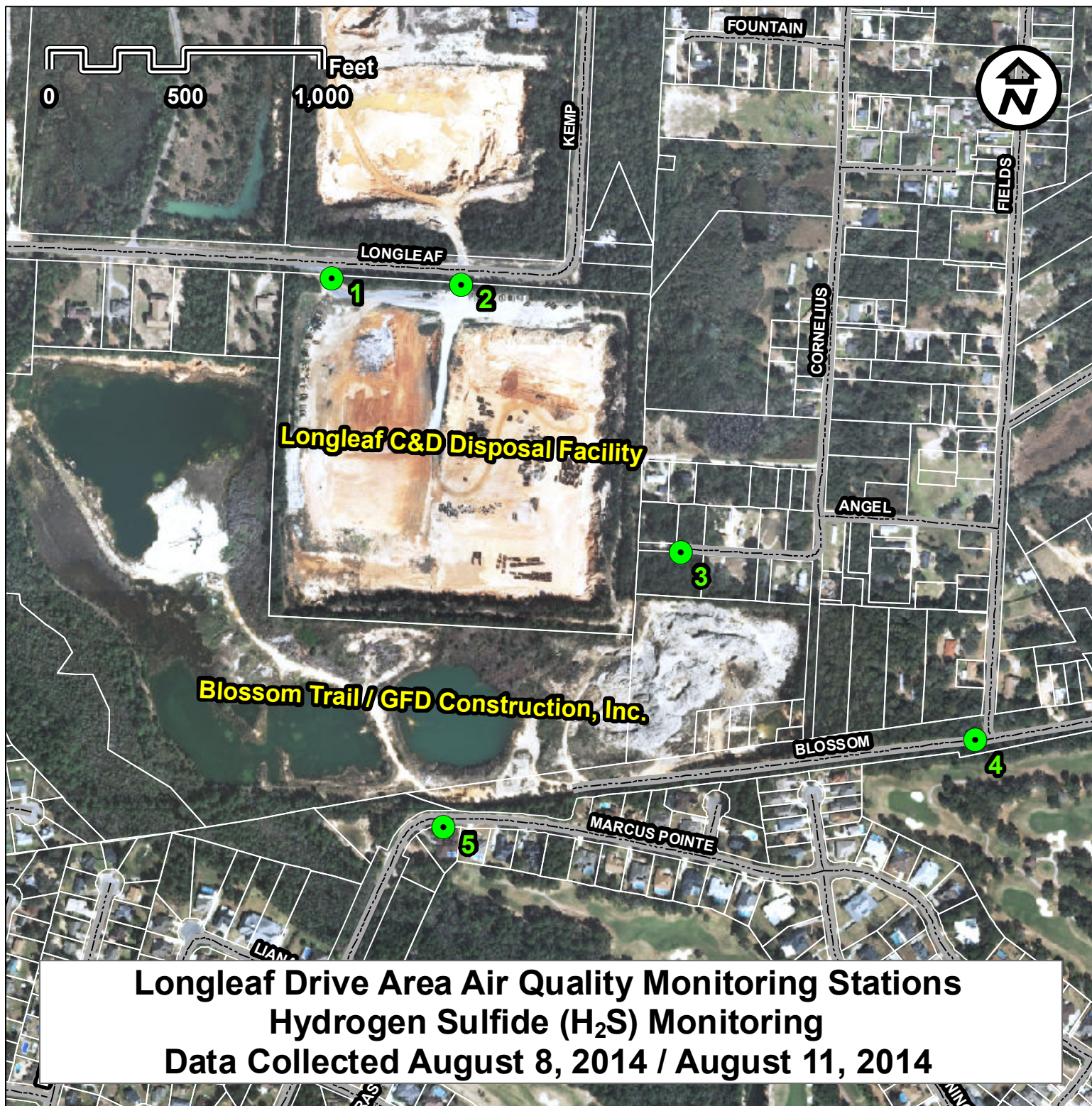
Main Gate

East Gate

6803 Cornelius

End of Blossom Trail

3183 Margo Point



		8/8/2014 H ₂ S (PPM)		8/11/2014 H ₂ S (PPM)	
Point	Station	Low	High	Low	High
1	Main Gate On Longleaf Drive	0.005	0.230	0.006	0.006
2	East Gate on Longleaf Drive	0.004	0.006	0.005	0.006
3	End of Cornelius Lane	0.003	0.005	0.004	0.005
4	End of Blossom Trail	0.002	0.004	0.005	0.005
5	Marcus Point Blvd.	0.005	0.006	0.005	0.006
Winds		0 - 2 mph Variable		0 - 3.5 mph W/NW/N	

Google

= Longleaf C/D =
(2023 Longleaf Dr.)

To see all the details that are visible on the screen, use the "Print" link next to the map.



8-8-2014
Winds: 0-2 mph
Variable direction
Rel. Humid: 73-79%
Temp: 76-81° F
Samples: Dana Morton
Jeri Brecken

Air Quality Monitoring Log / Hydrogen Sulfide

Station Location: Longleaf C+D pits (93916) Date: 8/3/14
 Station Type: 2023 Longleaf Latitude: Longitude:

Field Meter Model: Jerome 631 Meter Serial Number: 2536

Time	H ₂ S (ppm)	Temp °C	% Humidity	Wind Speed (mph)	Wind Direction	Time	H ₂ S (ppm)	Temp °C	% Humidity	Wind Speed (mph)	Wind Direction
① 1147	0.005	77	79	2	SE	1211	0.003	79	73	2	SE
		Field Meter		2	—			Field Meter		2	—
② 1148	0.230	77	79	2	SE	1212	0.005	79	73	2	SE
	0.230	Field Meter		2	—			Field Meter		2	—
③ 1149	0.005	77	79	2	SE	1213	0.004	79	73	2	SE
	8	Field Meter		0.4	SW			Field Meter		2	—
④ 1150	0.005	77	79	2	SE	1224	0.002	76	91	2	SW
		Field Meter		.4	SW			Field Meter		2	—
⑤ 1151	.005	77	79	2	SE	1227	0.004	76	91	2	SW
				2	—			Field Meter		2	—
⑥ 1152	0.005	77	79	2.4	SW	1228	0.002	76	91	2	SW
		Field Meter		.4	SE			Field Meter		2	—
1200	0.004	78	77	2	SE	1244	0.005	81	75	1	NNW
		Field Meter		2	—			Field Meter		0.2	NE
1201	0.004	78	77	2	SE	1245	0.005	81	75	1	NNW
		Field Meter		2	—			Field Meter		2	—
1202	0.006	78	77	2	SE	1246	0.006	81	75	1	NNW
		Field Meter		0.8	NE			Field Meter		2	—

Sampled By / Affiliation: D. Marton / J. Bracken Sampler(s) Signature: R. Ding Marton

Longleaf Main Gate: Lat N 30° 29' 09.7"
 Long W 087° 17' 05.6"

Longleaf East Gate: Lat N 30° 29' 09.6"
 Long W 087° 17' 00.2"

First line T/H / WS / WD from Weatherby Averages

L803 : Lat N 30° 29' 00.1"
 Cornelius : Long W 087° 14' 50.7"

End of Blossom Tr : Lat N 30° 28' 53.5"
 Long W 087° 16' 38.2"

3183
 Marcus Pt BLVD : Lat N 30° 28' 49.9"
 Long W 087° 17' 00.4"

L803
 Cornelius Ln

End of
 Blossom Trail

3183 Marcus
 Point Blvd

Longleaf
 Main Gate

Longleaf
 East Gate



Map Direct: Solid Waste

30°29'20.7920", -87°17'31.3245"

Scale 1:8,941

30°29'22.2248", -87°16'29.0789"



Map Direct

NAVTEQ

30°28'39.3706", -87°17'30.0449"

1 inch = 745 feet

30°28'40.8032", -87°16'27.8060"



Aerial Imagery 2011-2013

Solid Waste Facilities



Facility



General Disposal Area



Waste Processing Area

Solid Waste Test Sites



Gas Condensate Sample Point



Leachate Collection Sample Point



Monitor Well



Private Supply Well



Public Supply Well



Soil/Ash/ Sediment Sample



Solid Waste Effluent Monitoring Point



Solid Waste Influent Monitoring Point



Surface Water Sample Point



Counties

Aerial Imagery Flight Dates
2011-2013

Florida Department of Environmental Protection Disclaimer: This map created in Map Direct on Fri, 08 Aug 2014 16:15:08 GMT is intended for display purposes only. It was created using data from different sources collected at different scales, with different levels of accuracy, and/or covering different periods of time. NAVTEQ road data is provided "AS IS" and without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, satisfactory quality and non-infringement. YOU SHOULD THEREFORE VERIFY ANY INFORMATION OBTAINED FROM THE SITE BEFORE ACTING ON IT.

SCS ENGINEERS

July 29, 2014
File No. 09214014.00

Ms. Dawn Templin, P.E.
Florida Department of Environmental Protection
160 W. Government Street, Suite 308
Pensacola, Florida 32502

Subject: 1st Semi-Annual 2014 Water Quality Monitoring Report
Longleaf C&D Disposal Facility (Permit # 0253281-006-SO)
WACS Number 93916

Dear Ms. Templin:

On behalf of Longleaf C&D Disposal Facility, Inc., SCS Engineers (SCS) is submitting the 1st Semi-Annual 2014 Water Quality Monitoring Report in accordance with the above referenced permit and Florida Administrative Code, Chapter 62-701.510(7).

If you have any questions or comments please contact us at (813) 621-0080 or Michele Lersch at (813) 786-6807.

Sincerely,



Ken E. Guilbeault, LEP
Senior Project Manager
SCS ENGINEERS



Joseph E. Mizerany
Project Director
SCS ENGINEERS

cc: Solid Waste Administrator, FDEP TAL
Michele Lersch, WM
Robert Boykin, WM

KEG/JEM:keg



**Longleaf C&D Disposal Facility
Semi-Annual
Water Quality Monitoring
Report
First Semi-Annual Monitoring 2014**

Prepared for:

Longleaf C&D Disposal Facility, Inc.
2023 Longleaf Drive
Pensacola, Florida 32505

Prepared by:

SCS ENGINEERS
4041 Park Oaks Boulevard, Suite 100
Tampa, Florida 33610
(813) 621-0080

July 29, 2014
File No. 09214014.00

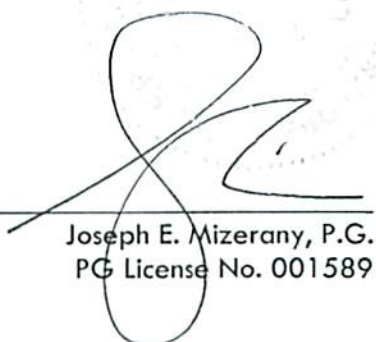
**Longleaf C&D Disposal Facility
Semi-Annual
Water Quality Monitoring
Report
First Semi-Annual Monitoring Period 2014**

Prepared for:

Longleaf C&D Disposal Facility, Inc.
2023 Longleaf Drive
Pensacola, Florida 32505

Prepared by:

SCS ENGINEERS
4041 Park Oaks Boulevard, Suite 100
Tampa, Florida 33610
(813) 621-0080



Joseph E. Mizerany, P.G.
PG License No. 001589

July 29, 2014
File No. 09214014.00



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

DEP Form # 62-701 900(31) F.A.C.
Form Title Water Quality Monitoring Certification
Effective Date January 6, 2010
Incorporated in Rule 62-701 510(9) F.A.C.

WATER QUALITY MONITORING CERTIFICATION

PART I GENERAL INFORMATION

- (1) Facility Name Longleaf C&D Disposal Facility
Address 2023 Longleaf Drive
City Pensacola Zip 32505 County Escambia
Telephone Number (850) 474-8846
- (2) WACS Facility ID NWD/17/00093916
- (3) DEP Permit Number 0253281-006-SO
- (4) Authorized Representative's Name Michele Lersch Title Env. Protection Manager
Address 4770 Hamilton Blvd.
City Theodore, AL Zip 36582 County Mobile
Telephone Number (813) 786-6807
Email address (if available) mlersch@wm.com

CERTIFICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submission of false information including the possibility of fine and imprisonment.

7-28-2014

(Date)

Michele H. Lersch

(Owner or Authorized Representative's Signature)

PART II QUALITY ASSURANCE REQUIREMENTS

- Sampling Organization Professional Technical Support Services, Inc. (Pro-Tech)
- Analytical Lab NELAC / HRS Certification # NELAP Certification E87667
- Lab Name TestAmerica, Inc. (TestAmerica Denver)
- Address 4955 Yarrow Street, Arvada, CO 80002
- Phone Number (303) 736-0100
- Email address (if available) danielle.Harrington@testamericainc.com

Northwest District
160 Government Center
Pensacola, FL 32501-5794
850-595-8360

Northeast District
7825 Baymeadows Way, Ste. 200 B
Jacksonville, FL 32256-7590
904-807-3300

Central District
3319 Maguire Blvd., Ste. 232
Orlando, FL 32803-3767
407-894-7555

Southwest District
13051 N. Telecom Pkwy
Tempe Terrace, FL
813-632-7600

South District
2295 Victoria Ave., Ste. 364
Fort Myers, FL 33902-2549
239-332-6975

Southeast District
400 North Congress Ave.
West Palm Beach, FL 33401
561-681-6600

Form FD 9000-24
GROUNDWATER SAMPLING LOG

SITE NAME: LONGLEAF		SITE LOCATION: PENSACOLA, FL	
WELL NO: MV-1	SAMPLE ID:	DATE: 06/17/2014	

PURGING DATA

WELL DIAMETER (inches): 2	TUBING DIAMETER (inches): 2 1/8	WELL SCREEN INTERVAL DEPTH: 2.75 feet to 72.75 feet	STATIC DEPTH TO WATER (feet): 58.36	PURGE PUMP TYPE OR BAILER: BP								
WELL ELEVATION TOC (ft NGVD): 126.78		GROUNDWATER ELEVATION (ft NGVD): 68.62										
WELL VOLUME PURGE: 1 WELL VOLUME = (TOTAL WELL DEPTH - STATIC DEPTH TO WATER) X WELL CAPACITY (only fill out if applicable) = (feet - feet) X gallons/foot = gallons												
EQUIPMENT VOLUME PURGE: 1 EQUIPMENT VOL = PUMP VOLUME + (TUBING CAPACITY X TUBING LENGTH) + FLOW CELL VOLUME (only fill out if applicable) = 0.13 gallons + (0.006 gallons/foot X 72.75 feet) + 0.05 gallons = 0.79 gallons												
INITIAL PUMP OR TUBING DEPTH IN WELL (feet): 67.75	FINAL PUMP OR TUBING DEPTH IN WELL (feet): 67.75	PURGING INITIATED AT: 0715	PURGING ENDED AT: 0735	TOTAL VOLUME PURGED (gallons): 5.40								
TIME	VOLUME PURGED (gallons)	CUMUL. VOLUME PURGED (gallons)	PURGE RATE (gpm)	DEPTH TO WATER (feet)	pH (standard units)	TEMP. (°C)	COND. (circle units) µS/cm or µS/cm	DISSOLVED OXYGEN (circle units) mg/L or % saturation	TURBIDITY (NTUs)	ORP (mV)	COLOR	ODOR
0726	2.97	2.97	0.27	58.98	4.65	22.7	55	1.7	8.16	250		
0729	0.81	3.78	6.27	58.98	4.64	22.8	55	1.7	7.13	255		
0732	0.81	4.59	0.27	58.98	4.62	22.8	54	1.7	5.08	261		
0735	0.81	5.40	0.27	58.98	4.61	22.7	54	1.7	4.12	263	NONE	
WELL CAPACITY (Gallons Per Foot): 0.75" = 0.02; 1" = 0.04; 1.25" = 0.06; 2" = 0.18; 3" = 0.37; 4" = 0.65; 5" = 1.02; 6" = 1.47; 12" = 5.88 TUBING INSIDE DIA. CAPACITY (GAL/FT): 1/8" = 0.0008; 3/16" = 0.0014; 1/4" = 0.0028; 5/16" = 0.004; 3/8" = 0.008; 1/2" = 0.010; 5/8" = 0.010 PURGING EQUIPMENT CODES: B = Bailer; BP = Bladder Pump; ESP = Electric Submersible Pump; PP = Peristaltic Pump; O = Other (Specify)												

SAMPLING DATA

SAMPLED BY (PRINT) / AFFILIATION: BEN RANJEAN / PRO-TECH				SAMPLER(S) SIGNATURE(S): <i>Ben Ranjean</i>				SAMPLING INITIATED AT: 0736		SAMPLING ENDED AT: NR	
PUMP OR TUBING DEPTH IN WELL (feet): 67.75				TUBING MATERIAL CODE: T				FIELD-FILTERED: Y <input checked="" type="checkbox"/>		FILTER SIZE: µm	
FIELD DECONTAMINATION: PUMP Y <input checked="" type="checkbox"/>				TUBING Y <input checked="" type="checkbox"/> (replaced)				DUPLICATE: Y <input checked="" type="checkbox"/>			
SAMPLE CONTAINER SPECIFICATION				SAMPLE PRESERVATION				INTENDED ANALYSIS AND/OR METHOD		SAMPLING EQUIPMENT CODE	
SAMPLE ID CODE	CONTAINERS	MATERIAL CODE	VOLUME	PRESERVATIVE USED	TOTAL VOL ADDED IN FIELD (mL)	FINAL pH					
* SEE SAMPLE C.O.C AND BOTTLE ORDER WORKSHEET											
REMARKS: SCREEN: NO											
MATERIAL CODES: (Specify)				AG = Amber Glass; CG = Clear Glass; PE = Polyethylene; PP = Polypropylene; S = Silicone; T = Teflon; O = Other							
SAMPLING EQUIPMENT CODES:				APP = After Peristaltic Pump; B = Bailer; BP = Bladder Pump; ESP = Electric Submersible Pump; RFPF = Reverse Flow Peristaltic Pump; SM = Suck Method (Tubing Gravity Drain); O = Other (Specify)							

NOTES: 1. The above do not constitute all of the information required by Chapter 62-160, F.A.C.
2. STABILIZATION CRITERIA FOR RANGE OF VARIATION OF LAST THREE CONSECUTIVE READINGS (SEE FS 2212, SECTION 3)
pH: ± 0.2 units Temperature: ± 0.2 °C Specific Conductance: ± 5% Dissolved Oxygen: all readings ≤ 20% saturation (see Table FS 2200-2); optionally, ± 0.2 mg/L or ± 10% (whichever is greater) Turbidity: all readings ≤ 20 NTU; optionally ± 5 NTU or ± 10% (whichever is greater)

Revision Date: February 12, 2009

GROUNDWATER SAMPLING LOG

SITE NAME: LONGLEAF		SITE LOCATION: PENSACOLA, FL	
WELL NO: MW-4	SAMPLE ID:		DATE: 06/17/2014

PURGING DATA

WELL DIAMETER (Inches): 2		TUBING DIAMETER (Inches): 7/8		SCREEN INTERVAL DEPTH : 5.98 feet to 61.48 feet		STATIC DEPTH TO WATER (feet): 42.68				PURGE PUMP TYPE OR BAILER: BP		
WELL ELEVATION TOC (ft NGVD): 99.20				GROUNDWATER ELEVATION (ft NGVD): 56.61								
WELL VOLUME PURGE: 1 WELL VOLUME = [TOTAL WELL DEPTH - STATIC DEPTH TO WATER] X WELL CAPACITY (only fill out if applicable) = (feet – feet) X gallons/foot = gallons												
EQUIPMENT VOLUME PURGE: 1 EQUIPMENT VOL. = PUMP VOLUME + (TUBING CAPACITY X TUBING LENGTH) + FLOW CELL VOLUME (only fill out if applicable) = 0.3 gallons + (0.006 gallons/foot X 61.48 feet) + 0.05 gallons = 0.72 gallons												
INITIAL PUMP OR TUBING DEPTH IN WELL (feet): 56.48			FINAL PUMP OR TUBING DEPTH IN WELL (feet): 51.48			PURGING INITIATED AT: 0810		PURGING ENDED AT: 0831		TOTAL VOLUME PURGED (gallons): 5.46		
TIME	VOLUME PURGED (gallons)	CUMUL. VOLUME PURGED (gallons)	PURGE RATE (gpm)	DEPTH TO WATER (feet)	pH (standard units)	TEMP. (°C)	COND. (circle units) or µS/cm	DISSOLVED OXYGEN (circle units) or % saturation	TURBIDITY (NTUs)	ORP (mV)	COLOR	ODOR
0822	3.12	3.12	0.26	43.00	6.45	25.0	2113	0.0	15.1	-129		
0825	0.78	3.90	0.26	43.00	6.45	24.9	2080	0.0	14.8	-131		
0828	0.78	4.68	0.26	43.50	6.44	24.9	2079	0.0	14.3	-133		
0831	0.78	5.46	0.26	43.00	6.44	25.0	2008	0.0	14.1	-134	NONE	
WELL CAPACITY (Gallons Per Foot):				0.76" = 0.02; 1" = 0.04; 1.25" = 0.06; 2" = 0.16; 3" = 0.37; 4" = 0.85; 6" = 1.02; 8" = 1.47; 12" = 5.88								
TUBING INSIDE DIA. CAPACITY (Gal./Ft.):				1/8" = 0.0008; 3/16" = 0.0014; 1/4" = 0.0028; 5/16" = 0.004; 3/8" = 0.008; 1/2" = 0.010; 5/8" = 0.018								
PURGING EQUIPMENT CODES:				B = Bailer; BP = Bladder Pump; ESP = Electric Submersible Pump; PP = Peristaltic Pump; O = Other (Specify)								

SAMPLING DATA

SAMPLED BY (PRINT) / AFFILIATION: BEURMAN / PRO-TECH				SAMPLER(S) SIGNATURE(S): <i>Ben Beurman</i>			SAMPLING INITIATED AT: 0832		SAMPLING ENDED AT: NR	
PUMP OR TUBING DEPTH IN WELL (feet): 56.48				TUBING MATERIAL CODE: T		FIELD-FILTERED. Y <input checked="" type="checkbox"/> N <input type="checkbox"/> µm Filtration Equipment Type:			FILTER SIZE:	
FIELD DECONTAMINATION: PUMP Y <input checked="" type="checkbox"/> TUBING Y <input checked="" type="checkbox"/> (replaced)							DUPLICATE: Y <input checked="" type="checkbox"/> N <input type="checkbox"/>			
SAMPLE CONTAINER SPECIFICATION				SAMPLE PRESERVATION			INTENDED ANALYSIS AND/OR METHOD		SAMPLING EQUIPMENT CODE	
SAMPLE ID CODE	# CONTAINERS	MATERIAL CODE	VOLUME	PRESERVATIVE USED	TOTAL VOL ADDED IN FIELD (mL)	FINAL pH			SAMPLE PUMP FLOW RATE (mL per minute)	
* SEE SAMPLE C.O.C AND BOTTLE ORDER WORKSHEET										
REMARKS: SAGEA, NO										
MATERIAL CODES: AG = Amber Glass; CG = Clear Glass; PE = Polyethylene; PP = Polypropylene; S = Silicone; T = Teflon; O = Other (Specify)										
SAMPLING EQUIPMENT CODES:				APP = After Peristaltic Pump; B = Bailer; BP = Bladder Pump; ESP = Electric Submersible Pump; RFPF = Reverse Flow Peristaltic Pump; SM = Squeeze Method (Tubing Gravity Drain); O = Other (Specify)						

NOTES: 1. The above do not constitute all of the information required by Chapter 62-160, F.A.C.

2. STABILIZATION CRITERIA FOR RANGE OF VARIATION OF LAST THREE CONSECUTIVE READINGS (SEE FS 2212, SECTION 3)

pH: + 0.2 units Temperature: + 0.2 °C Specific Conductance: + 5% Dissolved Oxygen: all readings \leq 20% saturation (see Table FS 2200-2), optionally, + 0.2 mg/L or + 10% (whichever is greater) Turbidity: all readings \leq 20 NTU; optionally + 5 NTU or + 10% (whichever is greater)

Revision Date: February 12, 2009

Form FD 9000-24
GROUNDWATER SAMPLING LOG

SITE NAME: LONGLEAF		SITE LOCATION: PENSACOLA, FL	
WELL NO: MW-5	SAMPLE ID:	DATE: 06/17/2014	

PURGING DATA

WELL DIAMETER (inches): 2	TUBING DIAMETER (inches): 1.8	WELL SCREEN INTERVAL DEPTH: 7.24 feet to 9.24 feet	STATIC DEPTH TO WATER (feet): 29.26	PURGE PUMP TYPE OR BAILER: BP								
WELL ELEVATION TOC (ft NGVD): 87.26		GROUNDWATER ELEVATION (ft NGVD): 56.00										
WELL VOLUME PURGE: 1 WELL VOLUME = (TOTAL WELL DEPTH - STATIC DEPTH TO WATER) X WELL CAPACITY (only fill out if applicable) = (feet - feet) X gallons/foot = gallons												
EQUIPMENT VOLUME PURGE: 1 EQUIPMENT VOL. = PUMP VOLUME + (TUBING CAPACITY X TUBING LENGTH) + FLOW CELL VOLUME (only fill out if applicable) = 0.3 gallons + (0.006 gallons/foot X 52.24 feet) + 0.05 gallons = 0.66 gallons												
INITIAL PUMP OR TUBING DEPTH IN WELL (feet): 47.24	FINAL PUMP OR TUBING DEPTH IN WELL (feet): 47.24	PURGING INITIATED AT: 0936	PURGING ENDED AT: 0957	TOTAL VOLUME PURGED (gallons): 5.04								
TIME	VOLUME PURGED (gallons)	CUMUL. VOLUME PURGED (gallons)	PURGE RATE (gpm)	DEPTH TO WATER (feet)	pH (standard units)	TEMP. (°C)	COND. (microhm/cm or µS/cm)	DISSOLVED OXYGEN (micro units or mg/L or % saturation)	TURBIDITY (NTU)	ORP (mv)	COLOR	ODOR
0940	2.88	2.88	0.24	30.31	6.62	23.0	831	0.9	11.3	-33.9		
0951	0.72	3.60	0.24	30.31	6.64	23.0	859	0.8	11.2	-34.5		
0954	0.72	4.32	0.24	30.31	6.62	23.1	837	0.9	11.5	-37.0		
0957	0.72	5.04	0.24	30.31	6.61	23.2	820	0.9	11.1	-36.2	NONE	
WELL CAPACITY (Gallons Per Foot): 0.75" = 0.02; 1" = 0.04; 1.25" = 0.06; 2" = 0.16; 3" = 0.37; 4" = 0.65; 5" = 1.02; 6" = 1.47; 12" = 5.88 TUBING INSIDE DIA. CAPACITY (Gal/Ft): 1/8" = 0.0008; 3/16" = 0.0014; 1/4" = 0.0028; 5/16" = 0.004; 3/8" = 0.008; 1/2" = 0.010; 5/8" = 0.018												
PURGING EQUIPMENT CODES: B = Bailer; BP = Bladder Pump; ESP = Electric Submersible Pump; PP = Peristaltic Pump; O = Other (Specify)												

SAMPLING DATA

SAMPLED BY (PRINT) / AFFILIATION: BEN RAMPAWA / PRO-TECH				SAMPLER(S) SIGNATURE(S): <i>Ben Rampawa</i>				SAMPLING INITIATED AT: 0956		SAMPLING ENDED AT: NR	
PUMP OR TUBING DEPTH IN WELL (feet): 47.24				TUBING MATERIAL CODE: T		FIELD-FILTERED: Y (N)		FILTER SIZE: µm			
FIELD DECONTAMINATION: PUMP Y (N)				TUBING Y (N) (replaced)		DUPLICATE: Y (N)					
SAMPLE CONTAINER SPECIFICATION				SAMPLE PRESERVATION				INTENDED ANALYSIS AND/OR METHOD		SAMPLING EQUIPMENT CODE	
SAMPLE ID CODE	# CONTAINERS	MATERIAL CODE	VOLUME	PRESERVATIVE USED	TOTAL VOL ADDED IN FIELD (mL)	FINAL pH					
* SEE SAMPLE C.O.C AND BOTTLE ORDER WORKSHEET											
REMARKS: SUPPLY NO											
MATERIAL CODES: AG = Amber Glass; CG = Clear Glass; PE = Polyethylene; PP = Polypropylene; S = Silicone; T = Teflon; O = Other (Specify)											
SAMPLING EQUIPMENT CODES: APP = Alter Peristaltic Pump; B = Bailer; BP = Bladder Pump; ESP = Electric Submersible Pump; RFP = Reverse Flow Peristaltic Pump; SM = Siphon Method (Tubing Gravity Drain); O = Other (Specify)											

NOTES: 1. The above do not constitute all of the information required by Chapter 62-160, F.A.C.
2. STABILIZATION CRITERIA FOR RANGE OF VARIATION OF LAST THREE CONSECUTIVE READINGS (SEE FS 2212, SECTION 3)
pH: ± 0.2 units Temperature: ± 0.2 °C Specific Conductance: ± 5% Dissolved Oxygen: all readings ≤ 20% saturation (see Table FS 2200-2); optionally, ± 0.2 mg/L or ± 10% (whichever is greater) Turbidity: all readings ≤ 20 NTU; optionally ± 5 NTU or ± 10% (whichever is greater)

Revision Date: February 12, 2009

Form FD 9000-24
GROUNDWATER SAMPLING LOG

SITE NAME: LONGLEAF		SITE LOCATION: PENSACOLA, FL	
WELL NO: CW-1	SAMPLE ID:	DATE: 06/17/2014	

PURGING DATA

WELL DIAMETER (inches): 2	TUBING DIAMETER (inches): 3/8	WELL SCREEN INTERVAL DEPTH: 47.8 feet to 57.8 feet	STATIC DEPTH TO WATER (feet): 41.10	PURGE PUMP TYPE OR BAILER: ESP BP								
WELL ELEVATION TOC (ft NGVD): 96.66		GROUNDWATER ELEVATION (ft NGVD): 55.56										
WELL VOLUME PURGE: 1 WELL VOLUME = (TOTAL WELL DEPTH - STATIC DEPTH TO WATER) X WELL CAPACITY (only fill out if applicable) = (feet - feet) X gallons/foot = gallons												
EQUIPMENT VOLUME PURGE: 1 EQUIPMENT VOLUME = PUMP VOLUME + (TUBING CAPACITY X TUBING LENGTH) + FLOW CELL VOLUME (only fill out if applicable) = 0.2 gallons + (0.006 gallons/foot X 57.80 feet) + 0.05 gallons = 0.406 gallons												
INITIAL PUMP OR TUBING DEPTH IN WELL (feet): 49.50	FINAL PUMP OR TUBING DEPTH IN WELL (feet): 49.50	PURGING INITIATED AT: 0857	PURGING ENDED AT: 0916	TOTAL VOLUME PURGED (gallons): 4.75								
TIME	VOLUME PURGED (gallons)	CUMUL. VOLUME PURGED (gallons)	PURGE RATE (gpm)	DEPTH TO WATER (feet)	pH (standard units)	TEMP. (°C)	COND. (micro mhos/cm or µS/cm)	DISSOLVED OXYGEN (micro units) or % saturation	TURBIDITY (NTUs)	ORP (mV)	COLOR	ODOR
0907	2.50	2.50	0.25	41.30	6.63	26.4	1638	0.0	6.44	144		
0910	0.75	3.25	0.25	41.30	6.61	26.5	1632	0.0	5.38	146		
0913	0.75	4.00	0.25	41.30	6.61	26.5	1632	0.0	5.17	149		
0916	0.75	4.75	0.25	41.30	6.61	26.5	1635	0.0	4.98	151	NONE	
WELL CAPACITY (Gallons Per Foot): 0.75" = 0.02; 1" = 0.04; 1.25" = 0.06; 2" = 0.16; 3" = 0.37; 4" = 0.66; 5" = 1.02; 6" = 1.47; 12" = 6.98 TUBING INSIDE DIA. CAPACITY (Gal. Ft.): 1/8" = 0.0008; 3/16" = 0.0014; 1/4" = 0.0028; 5/16" = 0.004; 3/8" = 0.008; 1/2" = 0.010; 5/8" = 0.016												
PURGING EQUIPMENT CODES: B = Bailer; BP = Bladder Pump; ESP = Electric Submersible Pump; PP = Peristaltic Pump; O = Other (Specify)												

SAMPLING DATA

SAMPLED BY (PRINT) / AFFILIATION: Ben Ramgoban / PRO-TECH				SAMPLER(S) SIGNATURE(S): Ben Ramgoban				SAMPLING INITIATED AT: 0917		SAMPLING ENDED AT: NR	
PUMP OR TUBING DEPTH IN WELL (feet): 49.5				TUBING MATERIAL CODE: PE				FIELD-FILTERED: Y (N)		FILTER SIZE: µm	
FIELD DECONTAMINATION: PUMP Y (N)				TUBING Y (N) (Displaced)				DUPLICATE: Y (N)			
SAMPLE CONTAINER SPECIFICATION				SAMPLE PRESERVATION				INTENDED ANALYSIS AND/OR METHOD		SAMPLE PUMP FLOW RATE (ml per minute)	
SAMPLE ID CODE	# CONTAINERS	MATERIAL CODE	VOLUME	PRESERVATIVE USED	TOTAL VOL ADDED IN FIELD (mL)	FINAL pH					
* SEE SAMPLE C-0-2 AND BOTTLE ORDER WORKSHEET.											
REMARKS: SCREEN: NO											
MATERIAL CODES: AG = Amber Glass; CG = Clear Glass; PE = Polyethylene; PP = Polypropylene; S = Silicone; T = Teflon; O = Other (Specify)											
SAMPLING EQUIPMENT CODES: APP = After Peristaltic Pump; B = Bailer; BP = Bladder Pump; ESP = Electric Submersible Pump; RFP = Reverse Flow Peristaltic Pump; SM = Straw Method (Tubing Gravity Drain); O = Other (Specify)											

NOTES: 1. The above do not constitute all of the information required by Chapter 62-160, F.A.C.

2. STABILIZATION CRITERIA FOR RANGE OF VARIATION OF LAST THREE CONSECUTIVE READINGS (SEE FS 2212, SECTION 3)

pH: ± 0.2 units Temperature: ± 0.2 °C Specific Conductance: ± 5% Dissolved Oxygen: all readings ≤ 20% saturation (see Table FS 2200-2); optionally, ± 0.2 mg/L or ± 10% (whichever is greater) Turbidity: all readings ≤ 20 NTU; optionally ± 5 NTU or ± 10% (whichever is greater)

Revision Date: February 12, 2009

13

Form FD 9000-24

Form FD 9000-24

13

NOTES: 1. The above do not constitute all of the information required by Chapter 62-160, F.A.C.

Revision Date: February 12, 2009

Form FD 9000-24

13

INSPECTION CHECKLIST

Department of Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533-8831
Phone: 850.937.2160



Facility Name: Long Leaf C&DD Facility

Inspection Date: July 14, 2014

Facility Address: 2023 Longleaf Drive

Inspection Participants: Horace Jones, P&Z Director; Andrew Holmer, P&Z; John Fisher, P&Z; Juan Lemos, P&Z; Tim Day, C&E; Brent Wipf, C&E; Brent Schneider, PE ESCWM; Steve Littlejohn, Code; Terrance Davis, Code

Inspector Signature: Brent Schneider

ITEM NO.	FILE REVIEW	Ok	Not Ok	Unk	N/A
1.1	For C&D and LCD disposal facilities, does the facility have a current plan for the method and sequence of filling wastes? (Per approved Operations Plan)	X			
1.2	Are the Required Reports (See Specific Permit Condition 14) being submitted? Permittee shall submit semi-annual reports of tonnage of material received, average number of disposal vehicles entering the facility per month and remaining capacity.	X			
1.3	Is Insurance Adequate? (See Section 82-233).	X			

ITEM NO.	WASTE PROHIBITIONS	Ok	Not Ok	Unk	N/A
2.1	Are only permitted waste types disposed at facility? (See Section 82-225)				X
2.2	Is the operational footprint setback maintained in accordance with Section 82-226?			X	
12.3	Are aerial and vertical operational heights maintained in accordance with Section 82-226?	X			
2.4	Is the active area located greater than 1,000 feet of a public water well or within 500 feet of a private potable well accordance with Section 82-226?	X			
2.5	Is required perimeter fencing in place in accordance with Section 82-227?	X			

ITEM NO.	FACILITY OPERATION AND MAINTENANCE	Ok	Not Ok	Unk	N/A
3.1	Is the operation plan substantially followed? (See Operations Plan)				X
3.2	Is the method and sequence of filling waste according to plans? (See Operations Plan)				X
3.3	Is the frequency, amount and quality of cover, as required? (See Section 82-227)				X
3.4	Is litter controlled and are litter control devices maintained? (See Specific Condition 12)				X
3.5	Are objectionable odors detected beyond the property boundary? (See Section 82-227)	X			
3.6	Is stormwater management system maintained and operated as required? (See County Stormwater Plan)	X			
3.7	Are approved dust control methods adequate? (See Section 82-227)				X

Notes: Site is temporarily closed and inactive. No odors were detected offsite.



Florida Department of
Environmental Protection
Inspection Checklist

FACILITY INFORMATION:

Facility Name: LONGLEAF C&D DISPOSAL FACILITY

On-Site Inspection Start Date: 06/25/2014

On-Site Inspection End Date: 06/25/2014

WACS No.: 93916

Facility Street Address: 2023 LONGLEAF DRIVE

City: PENSACOLA

County Name: ESCAMBIA

Zip: 32501

INSPECTION PARTICIPANTS:

(Include ALL Landfill and Department Personnel with Corresponding Titles)

Principal Inspector: Dawn K. Templin, Professional Engineer

Other Participants: Morgan Ray, Engineer; Suzanne Patrick, Cleanup Project Manager; Chad Nowling, Inspector; Brian Dolihite, Representative

INSPECTION TYPE:

Construction Completion Certification Inspection for C&D Debris Disposal Facility

ATTACHMENTS TO THE INSPECTION CHECK LIST:

This Cover Page to the Inspection Checklist may include any or all of the following attachments as appropriate.

COMMENTS:

06/25/2014

On June 19, 2014, a construction completion inspection was conducted at the Longleaf C&D Debris Disposal Facility. Brian Dolihite, of Waste Management, Inc., met us on-site and accompanied the Department during the inspection.

The purpose of the inspection was to verify that the closure of Cells 1, 2 and 3 was conducted in accordance with the Permit Modification issued October 11, 2013. The closure design includes a geomembrane and soil cap.

Based on the report and site inspection, it appears closure has been conducted in accordance with the facility's permit and the applicable Rules of Chapter 62-701, F.A.C.

During the inspection, it was noted that there are several roll offs containing waste tires and solid waste, as noted in the photos below. The solid waste in the containers must be disposed of at an authorized solid waste facility. Please inform the Department when the waste is removed from the facility.

Photo 1: Exposed geomembrane cap on slope of cells

Photo 2: Final cover with vegetation on top of cells

Photo 3: Rolloff container containing waste tires

Photo 4: Rolloff containers containing tires, yard trash and various other debris

Inspection Date: 06/25/2014

ATTACHMENTS:

Photo 1



Photo 2



Photo 3

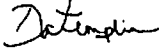


Photo 4



Inspection Date: 06/25/2014

Signed:

<u>Dawn K. Templin</u> PRINCIPAL INSPECTOR NAME	<u>Professional Engineer</u> PRINCIPAL INSPECTOR TITLE
<u></u> PRINCIPAL INSPECTOR SIGNATURE	<u>FDEP</u> ORGANIZATION
	<u>6/26/2014</u> DATE
<u>Morgan Ray</u> INSPECTOR NAME	<u>Engineer</u> INSPECTOR TITLE
<u>NO SIGNATURE</u> INSPECTOR SIGNATURE	<u>FDEP</u> ORGANIZATION
<u>Suzanne Patrick</u> INSPECTOR NAME	<u>Cleanup Project Manager</u> INSPECTOR TITLE
<u>NO SIGNATURE</u> INSPECTOR SIGNATURE	<u>FDEP</u> ORGANIZATION
<u>Chad Nowling</u> INSPECTOR NAME	<u>Inspector</u> INSPECTOR TITLE
<u>NO SIGNATURE</u> INSPECTOR SIGNATURE	<u>FDEP</u> ORGANIZATION
<u>Brian Dolihite</u> REPRESENTATIVE NAME	<u>Representative</u> REPRESENTATIVE TITLE
<u>NO SIGNATURE</u> REPRESENTATIVE SIGNATURE	<u>Waste Management, Inc.</u> ORGANIZATION

Supervisor: Dawn K. TemplinInspection Approval Date: 06/26/2014

NOTE: By signing this document, the Site Representative only acknowledges receipt of this Inspection Report and is not admitting to the accuracy of any of the items identified by the Department as "Not Ok" or areas of concern.

Templin, Dawn

From: Lersch, Michele <Mlersch@wm.com>
Sent: Monday, May 19, 2014 10:19 AM
To: Templin, Dawn
Cc: Noel, Mark; Dolihite, Brian
Subject: Q2-2014 Methane Monitoring_Longleaf C&D Disposal Facility_permit 0253281-006-SO_WACS 93916
Attachments: 2014_Q2 MM report_longleaf C&D.pdf; MM locations map_Longleaf C&D.pdf

Ms. Templin:

In accordance with Florida Administrative Code 62-701.530(2)(c) and the above referenced permit, attached please find the Second Quarter-2014 Combustible Gas Monitoring Report for the Longleaf C&D Disposal Facility. Based on the attached report, the facility complies with the requirements of Rule 62-701.530 FAC for the April-June 2014 period.

If you have any questions or require additional information, please contact me at (813) 786-6807.

Sincerely,

-Michele

Michele Lersch

Environmental Protection Manager

mlersch@wm.com

WM of Gulf Coast Area

4770 Hamilton Blvd.

Theodore, AL 36582

(813) 786-6807

Waste Management recycles enough materials in one year to fill the Empire State Building more than 27 times. Find out how you can recycle at home and work. Visit www.thinkgreen.com.

Longleaf C and D Disposal Facility
2023 Longleaf Drive
Pensacola, FL 32505



LANDFILL GAS MONITORING LOG

Analyst: Judson Barfield Date: 5/14/2014
Gas Meter Instrument: LandTec GEM 2000 NAV Serial No: GM 12014/09
Date Last Calibrated: 3/6/2014 Model No: GM2K2-E010-L
Weather Conditions: Rain, Thunderstorms / Wind 8 mph SW / 72 degrees F
Barometric Pressure: 29.95" Source: www.weather.com

Monitoring Point	Time	% Methane	% LEL	Notes
LG-1	3:50:33PM	0	0	
LG-2	3:51:42PM	0	0	
LG-3	3:18:16PM	0	0	
LG-4	3:15:48PM	0	0	
LG-5	3:20:56PM	0	0	
LG-6	3:22:42PM	0	0	
LG-7	3:24:14PM	0	0	
LG-8	3:34:45PM	0	0	
LG-9	3:36:28PM	0	0	
LG-10	3:59:02PM	0	0	
LG-11	3:38:43PM	0	0	
LG-12	3:40:42PM	0	0	
LG-13	3:42:25PM	0	0	
LG-14	3:45:00PM	0	0	
LG-15	3:46:44PM	0	0	
LG-16	3:48:40PM	0	0	
Scale House	4:00:45PM	0	0	

Comments:

Signature:

A handwritten signature in black ink, appearing to read 'Judson Barfield', written over a horizontal line.

Judson Barfield, Gas Technician I

Jack R. Brown

From: Andrew D. Holmer
Sent: Thursday, August 14, 2014 4:31 PM
To: Jack R. Brown
Cc: Horace L Jones
Subject: Longleaf Pit map
Attachments: Longleaf setback.pdf

Mr. Brown,

Per Mr. Jones please see the attached map showing the Longleaf Pit with a 100' buffer on the May 5, 2014 post-flood aerial.

Drew

Andrew D. Holmer
Senior Urban Planner
Escambia County
Development Services
(850) 595-3466



LONGLEAF DR

100' BUFFER

100' BUFFER



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.

LONGLEAF PIT POST FLOOD AERIAL

0 300 600 900
Ft

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



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6631

Public Hearings 14.

BCC Regular Meeting

Meeting Date: 08/21/2014

Issue: 5:34 p.m. Public Hearing Concerning Adoption of the Local Option Sales Tax Ordinance

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

5:34 p.m. Public Hearing for consideration of adopting an Ordinance authorizing a County-wide referendum to be held on Tuesday, November 4, 2014, for the voters to consider an 11-year extension of the Local Option Sales Tax that is levied to fund infrastructure projects throughout the County.

Recommendation: That the Board adopt the Local Option Sales Tax (LOST) Ordinance authorizing a County-wide referendum to be held on Tuesday, November 4, 2014, for the voters to consider an 11-year extension of the LOST that is levied to fund infrastructure projects throughout the County.

BACKGROUND:

At its July 24, 2014 meeting, the Board approved setting the public hearing for consideration of adopting the Local Option Sales Tax Ordinance.

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:

This ordinance was prepared by Assistant County Attorney Ryan E. Ross and was advertised in the *Pensacola News Journal* on Saturday, August 2, 2014.

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

Ordinance

ORDINANCE 2014-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, DIRECTING THE SUPERVISOR OF ELECTIONS TO HOLD A SPECIAL REFERENDUM ELECTION ON NOVEMBER 4, 2014, TO EXTEND THE ONE-CENT LOCAL OPTION SALES TAX IMPOSED BY ORDINANCE NO. 2005-14 FOR ELEVEN YEARS; PROVIDING THAT THE LEVY BE EFFECTIVE FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2028; PROVIDING BALLOT LANGUAGE; DIRECTING THE CLERK TO THE BOARD OF COUNTY COMMISSIONERS TO ADVERTISE THE SPECIAL REFERENDUM ELECTION IN ACCORDANCE WITH LAW; PROVIDING FOR DISTRIBUTION OF PROCEEDS TO THE COUNTY AND MUNICIPALITIES PURSUANT TO LAW OR INTERLOCAL AGREEMENT; PROVIDING FOR USE OF THE REVENUES; PROVIDING FOR NOTICES TO THE DEPARTMENT OF REVENUE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the voters of Escambia County approved the imposition of a one-cent Local Sales Tax pursuant to Ordinance 2005-14, for a period of eleven years;

WHEREAS, this levy will expire on December 31, 2017;

WHEREAS, the Board of County Commissioners has determined it will be beneficial to Escambia County and its citizens to extend the tax through December 31, 2028 as permitted by State Law.

Section 1. Local Sales Tax Levy Extended. Pursuant to the authorization granted by §212.055, Florida Statutes and other applicable laws, the levy of the one-cent Local Sales Tax established by Ordinance No. 2005-14 and approved by the voters of Escambia County by special referendum election for an eleven-year extension from the first day of January, 2007 through December 31, 2017 is hereby extended through December 31, 2028. The one-cent local sales tax shall be in effect throughout the incorporated and unincorporated areas of Escambia County, Florida during the period January 1, 2018 through December 31, 2028. Pursuant to §212.054(5), Florida

Statutes, the tax takes effect on January 1, 2018. This tax shall be levied and imposed in accordance with Chapter 212, Florida Statutes, and the rules of the Department of Revenue.

Section 2. Referendum Election. The extension of the levy of the Local Sales Tax imposed in Section 1 of this Ordinance shall not take effect unless and until the Local Sales Tax extension is approved by a majority of the electors of Escambia County voting in a special referendum election required by this Ordinance, with the results to be determined by the election results certified by the Department of State.

Section 3. Holding Election. The Supervisor of Elections of Escambia County is hereby directed to hold a referendum election required by this Ordinance on November 4, 2014.

Section 4. Ballot Question. The Supervisor of Elections of Escambia County shall cause the following questions to be placed on the ballot of a special referendum election held as required by this Ordinance:

**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 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, Growth Management Act mandates, 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**

Section 5. Advertisement. The Clerk to the Board of County Commissioners shall ensure that notice of the election required by this Ordinance shall be advertised in accordance with the provisions of Florida Statutes.

Section 6. Distribution of Proceeds of the Local Sales Tax. The proceeds of the Local Sales Tax levied under this Ordinance shall be distributed to the County and other municipalities within Escambia County in accordance with §212.055(2) (c), Florida Statutes.

Section 7. Use of Revenues. Proceeds of the tax and any interest accrued thereto shall be expended within Escambia County as provided for in §212.055, Florida Statutes, general law, special act or as approved by the majority of the voters casting ballots in the referendum election.

Section 8. Notice to Department of Revenue of Pending Referendum. The Board of County Commissioners shall notify the Department of Revenue by October 1, 2014 that the referendum election is scheduled to occur on November 4, 2014.

Section 9. Notice to Department of Revenue of Approval of Referendum. The Board of County Commissioners shall notify the Department of Revenue within ten (10) days of the approval of the referendum, but no later than November 15, 2014, of the fact that the referendum was approved, the time period during which the surtax will be in effect, the rate, a certified copy of this ordinance and any other information as the Department may prescribe by rule.

Section 10. 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 11. Effective Date. This ordinance shall become effective upon filing with the Department of State. The surtax imposed in Section 1 shall become effective on January 1, 2018 and following the issuance of a certificate by the Department of State evidencing that a majority of the electors voting in the referendum election held on November 4, 2014, voted for the measure and shall continue until the expiration of voted levy at which time it shall be deemed repealed without further action by the Board.

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: _____
Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency

By: _____

Title: ASST. COUNTY ATTORNEY

Date: AUGUST 11, 2014

ENACTED: _____

FILED WITH DEPARTMENT OF STATE: _____

EFFECTIVE:



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-6667

15.

BCC Regular Meeting

Meeting Date: 08/21/2014

Issue: Committee of the Whole Recommendation

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

Recommendation:

Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the August 12, 2014 C/W Workshop, recommends that the Board take the following action:

A. Adopt, and authorize the Chairman to sign, the Resolution amending Section 3 of Resolution R2012-150, as amended, by amending the duties of the Escambia County RESTORE Act 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; and eliminating the \$500,000 minimum limit for projects (C/W Item 3);

B. Approve inclusion of a one-time Maintenance Municipal Services Benefit Unit (MSBU) District to the Escambia County MSBU Manual, allowing the County Engineer to review and make recommendations to the Board for one-time maintenance of private (paved) infrastructure (C/W Item 5);

C. Authorize the scheduling of a Public Hearing for September 4, 2014, at 5:32 p.m., for consideration of adopting an Ordinance relating to feeding cats and dogs outdoors and creating a Community Cat Management Initiative (C/W Item 6);

D. Direct staff to develop a presentation under the scope of a Design-Bid-Build construction method, for a 1,476-bed Central Booking and Detention Facility/Main Jail (C/W Item 7);

E. Take the following action concerning the Flora-Bama-Jama concert (C/W Item 9):

(1) Ratify the Short-Term License Agreement, executed by the Chairman on August 13, 2014, between MGF Properties, Inc., and Escambia County, for the use of property located at 12950 Gulf Beach Highway for employee/volunteer/ contractor parking for persons who will be working at the Flora-Bama-Jama concert, August 14-17, 2014; and

(2) Approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15-minute period, with the four readings taken at approximately equal intervals at or

within the property boundary of the receiving land use), for the outdoor music event to be held at the Flora-Bama on Perdido Key, Saturday, August 16, 2014, from 8:00 a.m. until 11:59 p.m.; and

F. Approve extending SMG's contract for the management of the Pensacola Bay Center, for an additional two years (C/W Item 11).

(RESOLUTION FOR ITEM A TO BE DISTRIBUTED UNDER SEPARATE COVER)

Attachments

CW Recommendation Backup



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

August 12, 2014 Committee of the Whole

TO: Board of County Commissioners

FROM: Bentina Terry, Chairperson, RESTORE Act Advisory Committee

DATE: August 12, 2014

RE: RESTORE Act Advisory Committee Resolution R2012-150

ISSUE: (A) Recommendation Concerning Amendments to RESTORE Act Advisory Committee Resolution R2012-150

(B) Clarification of SECTION 4. 7. of RESTORE Advisory Committee Resolution R2012-150

Executive Summary:

On October 18, 2012, the Escambia Board of County Commissioners adopted Resolution R2012-12, 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 (RESTORE Act). The purpose of the Committee is to develop a plan, take public input and set the final goals for Escambia County's use of RESTORE funds. The Committee has met continuously since its formation gathering public input from a variety of community stakeholders.

Background:

The RESTORE Act Advisory Committee is recommending several revisions to Resolution R2012-150, based on its discussions and input from community stakeholders. 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.

Action Desired:

Issue A: Recommendation Concerning Amendments to RESTORE Act Advisory Committee Resolution R2012-150

The Committee recommends that the Board make the following amendments to Resolution R2012-150:

SECTION 3. 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.

SECTION 3. 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 or more 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 area 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.~~

SECTION 3. C. ~~The Board of County Commissioners~~ Committee shall establish ranking criteria for ~~the Committee to use its review of project proposals. The Committee shall rely solely on the ranking criteria established by the Board of County Commissioners. The Board of County Commissioners shall review and approve the ranking criteria developed by the Committee prior to the ranking of project proposals.~~

Issue B: Clarification of Resolution R2012-150 SECTION 4. 7.

SECTION 4. 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.

Escambia County
Clerk's Original
10/18/2012/CAT 1-1

2012-001064 BCC
Oct. 18, 2012 Page 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. Schuyler

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.

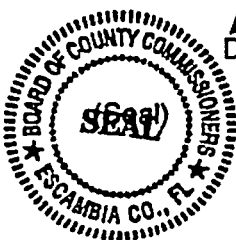
ADOPTED this 18th day of October 2012

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

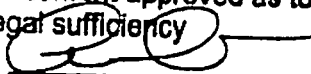

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court


Deputy Clerk



Date Executed
October 18, 2012

This document approved as to form
and legal sufficiency
By 
Title County Attorney
Date 10/18/12

Maintenance MSBU District



Board of County Commissioners

Committee of the Whole

Tuesday, August 12, 2014

Maintenance MSBU District



Board of County Commissioners

Committee of the Whole

Tuesday, August 12, 2014

What is an MSBU?

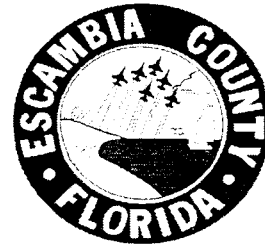
F.S. 125.01(q) "Establish (services such as) fire protection; law enforcement; ...; drainage; transportation; ...; and other essential facilities and municipal services from ...special assessments, or taxes within such unit only.

Subject to the consent by ordinance of the governing body of the affected municipality given either annually or for a term of years, ...

Escambia County MSBU Manual

- Adopted : July 28, 1998.
- The Manual outlines and details the County's MSBU Program. Introduction excerpt:
- "The Escambia County Board of County Commissioner's Municipal Services Benefit Unit (MSBU) Program is a community self-help program. It provides a process by which communities may enhance their efforts to secure quality construction of essential improvements..."

ESCAMBIA COUNTY
MUNICIPAL SERVICES BENEFITS UNITS
GUIDELINES AND PROCEDURES



Adopted by the Escambia County
Board of County Commissioners
July 28, 1998

MSBU Manual

- Page 4
 - “Under F.S. 125.01, the Board has the authority to create special districts to provide a variety of services including fire protection, street lighting, transportation, drainage, etc. The services or improvements within the MSBU ***must specially benefit the property owners to be assessed for the improvements or services.*** MSBU Special Assessments are collected through the "Uniform Method of Collection" as authorized in Florida Statute 197.3632 and are billed along with other Property Taxes each November.”

Current County MSBU Districts

- **Fire Protection District** (Unincorporated Escambia County and the Town of Century)
- **Sheriff's Protection and Mosquito Control** (Santa Rosa Island)
- **Construction Districts**
- **Street Lighting Districts**

(ECMSBU manual pg. 7)

Construction Districts

- Construction/reconstruction shall be in accordance with current County, State, and Federal standards.
- Areas to be improved shall be dedicated to the public.
- Areas to be improved that are currently private require proof of ability to transfer the area to public ownership and must be submitted as part of the application for establishment of an MSBU.

Proposed Maintenance Districts

- Staff is occasionally contacted by HOA's of a privately owned subdivision requesting that the County conduct some type of work to failing or deficient infrastructure. The concern of the HOA is the usually exorbitant cost for repair, and the HOA simply doesn't have the financing measures or funds to front those costs.
- However, the primary concern from County staff is when the area to be repaired **does not** meet County standards.

Proposed Maintenance Districts

- Escambia County Public Works Staff would like to propose a 5th MSBU District titled “One-Time Maintenance Districts.”
- The district would almost mirror the Construction Districts procedure; however, the County would inspect, repair and/or offer the needed one-time maintenance to the impacted area(s) ***that are private paved roadways that do not meet current County standards for subdivisions controlled by an HOA.***

Proposed Maintenance Districts

- The BCC would find that it was in the public interest to accept the MSBU request by instituting a right-of-way easement over the impacted area, enact an MSBU, and then, following completion of the improvements, the BCC shall retain the easement in perpetuity.

Board Direction Request

Seeking Board direction to approve the inclusion of a One-Time Maintenance MSBU District to the Escambia County MSBU Manual. This would allow the County Engineer to review and make recommendations to the Board for one-time maintenance of private (paved) infrastructure.

David Forte, Program Manager
Transportation and Traffic Operations
Public Works Department

ESCAMBIA COUNTY
MUNICIPAL SERVICES BENEFITS UNITS
GUIDELINES AND PROCEDURES



Adopted by the Escambia County
Board of County Commissioners
July 28, 1998

INTRODUCTION

The Escambia County Board of County Commissioner's Municipal Services Benefit Unit (MSBU) Program is a community self-help program. It provides a process by which communities may enhance their efforts to secure quality construction of essential improvements. The success of the program is directly related to the cooperative effort of each resident, the community and the County.

The MSBU program is also utilized to fund much needed services, such as fire protection, street lighting, drainage improvements, dirt road paving, etc. that specially benefit the unincorporated areas of Escambia County.

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Municipal Services Benefits Units (MSBU)

Background Highlights

Municipal Services Benefits Units (MSBU)

Municipal Services Benefits Units (MSBU) are special assessment districts created by the Board of County Commissioners under the authority of Florida Statutes 125.01. Under this Statute the Board has the authority to create special districts to provide a variety of services including fire protection, street lighting, transportation and drainage, etc. The services or improvements within the MSBU must specially benefit the property owners to be assessed for the improvements or services. MSBU Special Assessments are collected through the "Uniform Method of Collection" as authorized in Florida Statute 197.3632 and are billed along with other Property Taxes each November.

Role of the Board of County Commissioners and Staff

The Board of County Commissioners acts as the governing body of the districts. The Board must adopt the MSBU budget, establish the level of services to be provided, and levy the special assessment to pay for the services. County staff is responsible for preparation of resolutions, ordinances, scheduling required public hearings required under the uniform method and publishing the required legal and display notices in the newspaper. County staff mails a first class notice to each property owner in the first year a special assessment is levied under the uniform method.

Role of the Property Appraiser

The Property Appraiser provides to the Board of County Commissioners information from the data base maintained by his office such as Owner's Name, Address, Value of the Property, front footage, size and type of structures, as well as section maps detailing the proposed district etc. The Property Appraiser has no further role in the levy or collection of non-ad valorem assessments.

Role of the Tax Collector

The Tax Collector's Office is responsible for the annual billing for collection of non ad valorem assessments based on the information transmitted to his office by electronic medium. The information transmitted to the Tax Collector is prepared by the County Staff. The transfer of this information to the Tax Collector must be completed no later than September 15 of each year to be included in the Uniform Tax bills mailed in November. The Board of County Commissioners is responsible for the payment of actual cost incurred by the Tax Collector in billing the Non-Ad valorem Assessments. The Tax Collector is responsible for the collection of delinquent Non-Ad valorem assessments. The Tax Collector is responsible for the sale of tax deeds on ad valorem and non ad valorem special assessments.

Role of the Santa Rosa Island Authority

The Santa Rosa Island Authority is responsible for maintenance of the Non-Ad valorem assessment data base for the Santa Rosa Isl and MSBU. This office has the official responsibility for public records and can make corrections to the assessment roll, update the data base for changes to the property such new structures, etc. prior to Fiscal Year 2012/13. Escambia County is now using the Uniform Method of Collection for all Santa Rosa Island properties and maintains the associated data base.

Role of the Clerk of the Circuit Court

The Clerk of the Circuit Court is responsible for recording and administering liens on unpaid assessments on Santa Rosa Island.

Policy Highlights

The funds raised are public funds and must be collected, accounted for and spent in accordance with applicable laws regarding public funds. Only public property can be maintained and improved by an MSBU; access must be open to all members of the public equally. In addition, adequate easements or property dedications must be provided if needed. Escambia County may establish MSBUs within municipalities upon approval of the respective city government in accordance with Florida Statutes 125.01(1)(p).

- A petition process is used in establishing MSBU's to ensure community awareness and involvement in the decision-making process. This also increases recognition of the public nature of the improvements and the responsibility of property owners for payment of the assessments.
 - The minimum percentage required for the petition is as follows:
 1. 66% of the property owners representing 66% of the property for a capital improvement MSBU.
 2. 55% of the property owners representing 55% of the property for a service or street lighting MSBU.
- Cost estimates are available at the time of obtaining petition signatures.
 - Appropriate preliminary engineering or surveying fees are necessary to obtain valid preliminary cost estimates for construction projects.
- Design and construction work will be completed by independent consultants and contractors – not County staff. All work shall be in accordance with County, State, and Federal guidelines, standards, and specifications.

- Separate accounts are maintained for each district.
- An additional petition and public hearing is required prior to the award of construction bids if the total project cost estimates increase 20% or more above the estimate included in the initial petition required to establish the district.
- Property owners are responsible, in advance, for all costs associated with construction plans and construction documents whether or not the improvements are constructed.
- Designation of a liaison by each district is important for maximum neighborhood input and on-going coordination between the community and the County.
 - For the same reason, a central County staff contact is designated for each project from the budget department and the associated department for the specific district type.
- The district liaison is authorized to request minor changes that may be needed over time. Minor changes, are defined as those which represent an estimated increase in total annual cost / assessments of no more than 10%.
- A financing option is provided to expedite implementation of the maintenance or construction districts.

Municipal Services Benefits Units (MSBU)

General Guidelines for Establishing New Districts

STATUTORY AUTHORITY

Chapter 125.01(q)1 of the Florida Statutes authorizes the Board of County Commissioners to provide for the establishment, merging, or abolishment of municipal services taxing (MSTUs) or benefit units (MSBUs) on any part or all of the unincorporated area of the county. It also provides for a County MSTU or MSBU to include all or part of a municipality subject to consent by ordinance of the governing body of the municipality. The law permits such districts to be created for the purpose of providing and maintaining facilities or services which specifically benefit property owners in a particular area. The facilities or services must provide a public purpose. Typical improvements include road paving and drainage, water service and street lighting.

Chapter 197.3632 of the Florida Statutes provides for the levy, collection and enforcement of non-ad valorem assessments through the uniform method. Non-ad valorem assessments are not based on millage but on the cost to provide the improvement(s) and the corresponding benefit to the assessed property. They are collected through the tax bill method and can become a lien against a homestead.

TYPES OF MSBU DISTRICTS AND SERVICES

Currently there are four (4) types of MSBU Districts in Escambia County. These are described below.

Fire Protection

Fire Protection Service is provided to the Unincorporated Area and the Town of Century through an MSBU.

Sheriff's Protection and Mosquito Control

Sheriff's Protection and Mosquito Control services are provided to the Leaseholders/Property owners on Santa Rosa Island through an MSBU.

Construction Districts

- Construction/reconstruction shall be in accordance with current County, State, and Federal standards.
- Areas to be improved shall be dedicated to the public.

- Areas to be improved that are currently private require proof of ability to transfer the area to public ownership and must be submitted as part of the application for establishment of an MSBU.

Street Lighting Districts

- Construction/reconstruction and maintenance
- Lights need to be installed and subsequently maintained.

COSTS INVOLVED IN THE MSBU PROCESS

Costs involved with **every** district:

- \$100 application fee. . The application fee will not be returned if the MSBU is not established. In order to be refunded, the cost of the application fee must be included as a part of the cost of the MSBU.
- 10% Administrative fee (may be addressed on a case-by-case basis for construction MSBU's.)
- 1/2% Tax Collector commission
- Reserves for contingencies/cash balance forward

Additional **Construction** District costs:

- Annual repayment of financing
- Cost of the preliminary engineering report and/or cost estimate
- All fees associated with engineering services
- Right-of-Way and property acquisition costs including appraisals, title search, recording fees, etc.

All construction costs
Interest on funds borrowed through the construction period.
Additional **Street Lighting** District costs:

- Installation costs and facilities costs, if necessary. These costs may be paid entirely in the first year.
- Separate accounts will be maintained for each district.

MSBU BOUNDARIES

Municipal Services Benefits Units (special assessment districts) may be created for the following types of areas in Escambia County:

- Platted and unplatted (acreage) residential areas (subdivisions, streets, etc.) where area to be improved is public.

Areas not included:

- Any and all privately owned property without a County easement or right-of-way.

ESTABLISHMENT PROCEDURES FOR MSBUs

Steps

Responsibility

- | | |
|--|-------------------------------|
| 1. Initial request for procedures | Property Owners |
| 2. Application and fee submission | Property Owners |
| 3. Application review/ Scope of Work*/Preliminary engineering*/ lighting report | Budget/Engineering/Consultant |
| 4. Petition preparation | Budget |
| 5. Petition submission | Property Owners |
| 6. Petition acceptance and Public Hearing scheduling | BCC/Budget |
| 7. First Public Hearing | BCC/Budget |
| 8. Implementation: | |
| Obtain final engineering plans* | Engineering/Consultant |
| Bid the construction* | Purchasing/Engineering |
| Coordinate/Construct the improvements* | Engineering/Contractor |
| 9. Final Public Hearing to establish final assessments adoption of final tax roll at the First Public Hearing to adopt the Annual County Budget) | BCC/Budget |

*The Public Works Department **Engineering Division** shall be involved in all Construction District steps.

Each of these steps is further explained below.

1. Initial Request for MSBU Procedures

Interested homeowners should call, or send a letter or email requesting Guidelines and Procedures for the establishment of a special assessment district to:

**Office of Management and Budget
Escambia County Courthouse
221 Palafox Place, Suite 440
P. O. Box 1591
Pensacola, FL 32597-1591
(850) 595-4960
e-mail: budget@myescambia.com**

The request must identify:

- the area affected (e.g., community, subdivision or street)
- the type of improvement involved (e.g., paving and drainage or street lighting)
- the type of district requested (i.e., construction or street lighting)

2. Application and Fee Submission

The Office of Management and Budget will provide the "Guidelines and Procedures" booklet to use in requesting establishment of a district. The necessary information and completed forms are returned to the Office of Management and Budget as the formal application for a district, along with a \$100.00 application fee.

An informative letter may be mailed to all of the property owners in the proposed area to be improved or a meeting may be scheduled to advise the property owners of the submitted application for an MSBU.

For Construction Districts, the application and fee submission may be submitted after the preliminary engineering report is completed.

3. Application Review/Scope of Work /Preliminary Engineering /Lighting Report

The formal application is reviewed by Budget Staff to confirm that the information is sufficient.

For Construction Districts:

A Preliminary Engineering Report is required. The property owners must pay for the cost of this report. The property owners must coordinate the Scope of Work with the Engineering Division, prior to the owners contracting with a firm from the approved list of qualified engineers. Budget shall provide the approved list. Non-qualified engineering firms must be pre-approved through the Purchasing Division.

The Preliminary Engineering Report shall include, but not be limited to, engineering design services, geotechnical services, environmental services, other professional services as necessary, permit fees, estimated construction cost, conceptual plans, etc. A 10% contingency fee shall be applied to the construction estimate and a 10% reserve fee shall be applied to all other MSBU costs. For other districts including Fire Protection, Sheriff Protection and Mosquito Control and Street Lighting a preliminary Engineering Report is typically not necessary.

A 10% contingency fee shall be applied to any construction estimate and a 10% reserve fee shall be applied to all other MSBU costs.

4. Petition Preparation

The Board of County Commissioners has determined that a petition may serve as an indicator of the amount of community interest for a proposed project.

For Construction Districts: the petition, prepared by Budget Staff, will reflect the total costs estimated in the preliminary engineering report... The petition will also reflect the appropriate reserves, contingencies, administrative fees and interest expense during the construction period. County Engineering Staff will review and approve the consultant's submittals and cost estimates prior to submission to Budget Staff and the BOCC.

For other districts: The petition, prepared by Budget Staff, will reflect all estimated costs including the appropriate reserves, contingencies, administrative fees.

The petition will be provided to the District Liaison.

5. Petition Submission

The District Liaison will obtain the required property owner signatures on the petition and return it to Budget Staff for review and acceptance.

6. Petition Acceptance and Public Hearing Scheduling

The Board of County Commissioners may consider petitions signed by at least 66% (55% for Street Lighting Districts) of the current property owners (number of owners) representing at least 66% (55% for Street Lighting Districts) of the property (number of lots or number of front feet, measured consistent with the method of assessment) within the district boundaries.

If the petition meets the above requirements and is accepted by the Board of County Commissioners, a public hearing shall be authorized for the consideration of an ordinance to establish the district.

Please note that once the petition is accepted and a public hearing is authorized, the petition is no longer relevant to the final determination by the Board of County Commissioners to proceed with the project. The final determination of the scope and feasibility of a project will be determined by Escambia County.

If final plans have not been completed after petition acceptance the homeowners will be notified that an additional petition and BOCC shall be required.

7. First Public Hearing

When the proposed ordinance and all documents are in order and a public hearing date is scheduled, legal notices will be published in the newspaper. In addition, notification will be mailed to all property owners listed on the tax roll within the proposed district. At the public hearing, the Board of County Commissioners may consider comments, objections, and information relevant to the creation of the district. The County Commissioners may enact or deny the ordinance. If the ordinance is enacted, it will be recorded in the Recording Department, Escambia County Clerk's Office, reflecting the preliminary assessment amount for each property.

8. Implementation

For Construction Districts:

The engineering plans are prepared by the engineering consultant and reviewed by the County Engineering Division of Public Works, utility providers, state/federal regulatory agencies, etc, as necessary to obtain approval/permits.

Upon approval of the plans, the appropriate process will begin to award a construction contract.

For All Districts:

Upon review of the final engineering plans or receipt of the construction bids, if the total project cost is 20% or more over the preliminary cost estimates, an additional petition process will be conducted and an additional public hearing will be held by the Board of County Commissioners to determine if the project should continue prior to the bid process or bid award. Notices for this public meeting will be published in the newspaper and notification will also be mailed to all property owners listed on the tax roll within the proposed district.

Coordinate/construct improvements as appropriate. Construction improvements shall be completed in accordance with approved construction documents.

Property owners are responsible for the full cost of all engineering services and will be charged for the cost of the plans whether or not the improvements are constructed.

9. Final Public Hearing

After construction is complete, all costs relating to the project are compiled by OMB. The Board of County Commissioners is requested to authorize a Final Public Hearing to adopt the Final Assessment Resolution or enact an Amended Ordinance. All property owners listed on the roll within the district will be notified of the Public Hearing and the results. The final adjusted assessments will be recorded in the Recording Department, Escambia County Clerk's Office. Property owners may prepay their assessments or choose to have them collected through the Tax Collector on their tax bills.

Notification and action concerning subsequent annual increases or decreases in the yearly assessments will be governed by:

- requirements of Florida Statutes;
- County policy; and
- on-going coordination mechanisms between the District and County identified in the Detailed Procedures.

DISSOLUTION PROCEDURES FOR MSBUs

Upon written request, the County will provide guidelines for dissolving a district. The district can only be dissolved after having first been created by ordinance at a public hearing. The steps to take in requesting dissolution of a district are:

Submission of an application to dissolve the district and \$100 application fee.

- Submission of a petition including the outstanding financial obligations and credits of the district.
- The petition, to be considered, must be signed by at least 66% (55% for Street Lighting Districts) of the current property owners (number of owners) representing at least 66% (55% for Street Lighting Districts) of the property (measured consistent with the method of assessment) within the district boundaries.
- Public Hearing by the Board of County Commissioners to establish final assessments

EXCEPTIONS TO THE GUIDELINES

The Board of County Commissioners may address exceptions to any of the guidelines on a case-by-case basis.

QUESTIONS?

Contact the Office of Management and Budget, (850) 595-4960.

NOTE: Detailed Procedures for each type of District should be consulted for more specific information concerning requirements and procedures.

**DETAILED PROCEDURES
CONSTRUCTION DISTRICTS**

CONSTRUCTION DISTRICTS DETAILED PROCEDURES

Initial Request for MSBU Procedures

Upon request of the procedures to establish an MSBU, the Office of Management and Budget will forward a copy of the "Guidelines and Procedures" booklet to the requestor. The request should be made to:

Office of Management and Budget

Escambia County, Florida
221 Palafox Place, Suite 440
P. O. Box 1591
Pensacola, FL 32597-1591
595-4960

(850)

The request must identify:

- the area affected (e.g., community, subdivision or street)
- the type of improvement involved (e.g., paving, drainage, water service, etc)

Application for Construction District

In order to proceed with establishing a district, interested homeowners must submit the following as the official request for consideration:

- Scope of Services for the proposed improvement.
- The County encourages community participation in the development of the scope of services.
- Thoroughness in describing the desired scope of services is important as it is the key to the development of sound preliminary cost estimates.
- Boundaries must be continuous and not split parcels or lots. Enclaves are not allowed if the reason is to remove a lot or lots because the property owner is not in favor of the establishment of the district.
- The district to be assessed does not necessarily include an entire subdivision if the entire subdivision does not materially benefit from the proposed action.
- Districts may be established in unplatted residential areas where the proposed

action benefits property owners in a definable geographic area.

- Districts must contain a minimum of two distinct taxable (or platted) pieces of property.

Copies of section maps may be obtained from the Office of the Property Appraiser, 221 Palafox Place, (850) 434-2735.

- Contact individual and proposed liaison names, addresses and phone numbers.
- \$100.00 application fee made payable to the Board of County Commissioners, Escambia County.

Application Review/Preliminary Engineering Report

Upon receipt of the application for an MSBU, a letter may be mailed to each property owner advising of the application submittal and the imminent petition process. The District Commissioner might request an informative meeting with the property owners to discuss the MSBU process. Upon request by the district Liaison and with sufficient notice, OMB is available to attend any community meetings concerning the establishment of the district. Notification to property owners of any County-sponsored meeting will be coordinated through OMB. OMB would appreciate the opportunity to review any correspondence relating to the establishment of the district prior to circulation.

OMB will review the items submitted as part of the application to confirm that the information is complete. The application will then be copied to appropriate departments for review of the scope of work and plat information. The Office of the County Engineer will confirm the adequacy of the scope of work description.

Preliminary Engineering is required for all construction district improvements.

- The property owners must provide for the cost of the preliminary engineering report as well as contract with the engineering firm from the OMB provided list for this work.
- If the improvements are not constructed, contributions toward the cost of preliminary engineering will not be refunded.

OMB staff will present any requests for County participation in construction projects to the Board of County Commissioners for consideration.

Petition Submission

The Board of County Commissioners has determined that a petition may serve as an indicator of the amount of community interest for a proposed project.

The petition will reflect the total cost for engineering services and construction, as provided by the preliminary engineering report. The petition will also reflect the appropriate reserves, contingencies, administrative fees and interest expense during the construction period. The petition will be provided to the District Liaison.

OMB staff will identify a date for petition return of 30-60 calendar days, based upon target time frame, for public hearing and upon length of time cost estimates will be valid. All cost estimates more than 12 months old will require updating.

Petition Acceptance.

The petition, to be considered, must be signed by at least 66% of the current property owners (number of owners) that represent at least 66% of the property (number of lots or front footage, measured consistent with the method of assessment) within the district boundaries.

- A property owner is the individual or group of individuals that own a parcel of land.
- In determining eligible signatures of owners, all of the non-related current owners of a parcel or the designated trustee must sign the petition for the ownership and parcel to count towards the 66% requirements.
- Once submitted, names may not be withdrawn from the petition.

Upon return, County staff will review the petition for acceptability, consulting other departments as appropriate.

A petition will not be accepted without the signatures of all property owners who would be required to dedicate right-of-ways or easements to the County.

If the petition is accepted, OMB will request the Board of County Commissioners authorize a public hearing for consideration of the ordinance to establish the district. Please note that once the petition is accepted and a public hearing is authorized, the petition is no longer relevant to the final determination by the Board of County Commissioners to proceed (or not) with the project. The final determination of the scope and feasibility of a project will be determined by Escambia County.

Public Hearing

When the proposed ordinance and all documents are in order and a public hearing date is scheduled, legal notices will be published. In addition, notification will be mailed to all property owners listed on the tax roll within the proposed district.

This public hearing will not be scheduled unless all affected property owners have agreed to dedicate the necessary right-of-way to the County.

At the public hearing, the Board of County Commissioners may consider comments, objections, and information relevant to the creation of the district. The County Commissioners may enact or deny the ordinance. If the ordinance is enacted, Board authorization will be requested to obtain final engineering and construction bids, and to record the Ordinance and Preliminary Assessment Liens.

Implementation

Engineering plans are required for all construction district improvements. The engineering plans are prepared by the engineering consultant and reviewed by the County Engineering Division of Public Works. Property owners are responsible for the cost of engineering services and will be charged for the cost of the plans whether or not the improvements are constructed.

Construction estimates equal to or less than \$350,000 may be constructed utilizing the current General Paving and Drainage Pricing Agreement Contract.

Construction estimates greater than \$350,000 will be solicited by the Office of Purchasing.

- District Liaison will be provided a qualified contractor list
- District Liaison will be provided a copy of the bid tabulation
- If the lowest responsive bid amount represents an increase of 20% or more than the preliminary estimate, an additional petition process will be conducted and an additional public hearing will be held. Notice of this public hearing will be published and notification will be mailed to all property owners.
In subsequent years, increases may apply due to economic conditions (i.e. interest rate changes associated with commercial financing, asphalt escalation, etc).
- District Liaison is notified of award recommendation
 - Award must be in conformance with the Escambia County Code.

Bid is awarded by the Board of County Commissioners.

- District Liaison is notified by County Staff.

After awarding the bid, a work order and/or Notice to Proceed will be issued to the contractor and construction will begin.

Be advised that outside financing may be required in order to implement the engineering and construction of the improvements. The interest rate shall be quoted by the commercial source(s). Interest expense on funds borrowed during the engineering and construction of the project will be included in the assessments.

All engineering and construction shall proceed in accordance with the Policies and Procedures of the Engineering Division of Public Works.

Final Public Hearing

After construction is complete, all costs (including change orders) relating to the project will be compiled by OMB. The Board will be requested to schedule a Final Public Hearing to adopt the final assessment through a resolution or amending ordinance. The Public Hearing will be advertised and notification mailed to all property owners listed on the taxroll within the district.

If adopted, the Resolution or Amending Ordinance, including Final Assessment Liens, will be recorded in the Escambia County public records.

Final Assessments may be prepaid at no additional charge for long-term interest within thirty (30) days of the Final Public Hearing to establish final assessments. Repayment after that date will be calculated to include payment and accrued interest.

Term of the loans may be determined as follows:

<u>Assessment</u>	<u>Term</u>
\$3,000 and up	10 years
\$2,500 to \$2,999	8 years
\$2,000 to \$2,499	6 years
\$1,500 to \$1,999	4 years
\$1,000 to \$1,499	3 years
\$ 500 to \$ 999	2 years
\$ -0- to \$ 499	1 year

Final determination as to the terms of repayment will be made by the Board of County Commissioners in conjunction with the District Liaison.

Annual Assessments are collected through the Tax Collector of Escambia County, in the same manner as all other County taxes are collected.

Municipal Services Benefits Units (MSBU)
Street Lighting Districts

STREET LIGHTING DISTRICTS DETAILED PROCEDURES

Initial Request for MSBU Procedures

Upon request of the procedures to establish an MSBU, the Office of Management and Budget will forward a copy of the "Guidelines and Procedures" booklet to the requestor. The request should be made to:

Office of Management and Budget
Escambia County, Florida
221 Palafox Place, Suite 440
P. O. Box 1591
Pensacola, FL 32597-1591
(850) 595-4960

The request must identify:

- the area affected (e.g., community, subdivision or street)
- the type of improvement involved (i.e., street lighting)
- the type of district contemplated (i.e., street lighting)

Application for District

Application can be made by interested homeowners or developers for establishment of a new street lighting district or changes or additions to an existing one. See last page of these guidelines for application form.

Contact OMB when requesting changes or additions to an existing street lighting district for determination of justification of the request. If the request is relatively minor and the cost impact minimal, an application fee and petition may not be necessary. Requests for more extensive changes must follow the same requirements as new districts.

In order to proceed with establishing a new district or changing the lighting equipment in an existing district, interested homeowners or developers must submit the following as the official request for consideration:

- \$100.00 application fee (per street lighting district) made payable to the Board of County Commissioners, Escambia County.

- Contact individual (or developer) and proposed liaison names, addresses and phone numbers. (Form is on last page of guidelines)
- Copy of the Property Appraiser's section map with:
 - Proposed boundaries for the district outlined.
 - Boundaries must be continuous and not split parcels or lots. Enclaves are not allowed if the reason is to remove a lot or lots because the property owner is not in favor of establishment of the district.
 - Tracts for drainage, buffer zones, etc. are usually included in the district but not assessed for street lighting.
 - The district to be assessed does not necessarily include an entire subdivision if the entire subdivision does not materially benefit from the proposed action.
 - Districts must contain a minimum of two distinct taxable (or platted) pieces of property.
 - Copies of section maps may be obtained from the Office of the Property Appraiser, 221 Palafox Place, (850) 434-2735.

Petition Submission

The Board of County Commissioners has determined that a petition may serve as an indicator of the amount of community interest for a proposed project.

OMB will prepare a petition for distribution by the District Liaison or Developer. Only petitions prepared by OMB will be accepted.

The petition will reflect the various charges included in calculating the assessments. The street lighting assessment will include: utility costs, rental or purchase of lights and poles, 1/2% Tax Collector commission, 10% administrative fees and a 10% reserve (for the first year of assessment)

Note: If a developer owns 100% of the property to be included in a street lighting district, the petition process is not necessary. Request for establishment of the street lighting district can be in the form of a letter.

Submission of complete developer requests and homeowner petitions including requests for changes, additions or deletions and petitions for new districts are accepted through June 1 to be effective after October 1 of the following fiscal year. Extensions may be granted through July 31 on a case by case basis.

Petition Acceptance

The petition, to be accepted, must be signed by at least 55% of the current property owners (number of owners) representing at least 55% of property (number of lots or number of front feet, measured consistent with the method of assessment) within the district boundaries.

- A property owner is the individual or group of individuals that own a parcel of land.
- In determining eligible signatures of owners, all of the non-related current owners of a parcel or the designated trustee must sign the petition for the ownership and parcel to count towards the 55% requirements.
- Once submitted, names may not be withdrawn from the petition.

Upon return, OMB will review the petition for acceptability, consulting other departments as appropriate.

If the petition is acceptable, OMB will request that the Board of County Commissioners schedule a public hearing for consideration of the ordinance to establish the district or revisions to the ordinance for the existing district to incorporate the changes. Please note that once the petition is accepted and a public hearing is authorized, the petition is no longer relevant to the final determination by the Board of County Commissioners to proceed (or not) with the project. The final determination of the scope and feasibility of a project will be determined by Escambia County.

Public Hearing

When the proposed ordinance and all documents are in order and a public hearing date is scheduled, legal notices will be published. In addition, notification will be mailed to all property owners listed on the tax roll within the proposed district.

At the public hearing, the Board of County Commissioners may consider comments, objections, and information relevant to the creation of the district. The County Commissioners will enact or deny the ordinance. If the ordinance is enacted, appropriate Board authorization to record the Ordinance in the Recording Department, Escambia County Clerk's Office, will be requested.

Implementation

Upon execution of the Ordinance by the Board, the power company can begin installation of the lights and poles to be put in service October 1st of the following year or as soon thereafter as possible.

APPLICATION FOR SPECIAL DISTRICT CREATION

Primary Liaison for project implementation:

Name_____

Street Address_____

City/Zip Code_____

Email Address:_____

Phone Numbers – Day_____

After Hours_____

Back-up Liaison:

Name_____

Street Address_____

City/Zip Code_____

Email Address:_____

Phone Numbers – Day_____

After Hours_____

Community/Subdivision/Street Name of Project:

Type of Improvement (streetlighting, road paving, etc.):

Title XI County Organization and Intergovernmental Relations
Chapter 125 County Government

125.01 Powers and duties.—

(1) The legislative and governing body of a county shall have the power to carry on county government. To the extent not inconsistent with general or special law, this power includes, but is not restricted to, the power to:

(a) Adopt its own rules of procedure, select its officers, and set the time and place of its official meetings.

(b) Provide for the prosecution and defense of legal causes in behalf of the county or state and retain counsel and set their compensation.

(c) Provide and maintain county buildings.

(d) Provide fire protection, including the enforcement of the Florida Fire Prevention Code, as provided in ss. 633.206 and 633.208, and adopt and enforce local technical amendments to the Florida Fire Prevention Code as provided in those sections and pursuant to s. 633.202.

(e) Provide hospitals, ambulance service, and health and welfare programs.

(f) Provide parks, preserves, playgrounds, recreation areas, libraries, museums, historical commissions, and other recreation and cultural facilities and programs.

(g) Prepare and enforce comprehensive plans for the development of the county.

(h) Establish, coordinate, and enforce zoning and such business regulations as are necessary for the protection of the public.

(i) Adopt, by reference or in full, and enforce housing and related technical codes and regulations.

(j) Establish and administer programs of housing, slum clearance, community redevelopment, conservation, flood and beach erosion control, air pollution control, and navigation and drainage and cooperate with governmental agencies and private enterprises in the development and operation of such programs.

(k)1. Provide and regulate waste and sewage collection and disposal, water and alternative water supplies, including, but not limited to, reclaimed water and water from aquifer storage and recovery and desalination systems, and conservation programs.

2. The governing body of a county may require that any person within the county demonstrate the existence of some arrangement or contract by which such person will dispose of solid waste in a manner consistent with county ordinance or state or federal law. For any person who will produce special wastes or biomedical waste, as the same may be defined by state or federal law or county ordinance, the county may require satisfactory proof of a contract or similar arrangement by which such special or biomedical wastes will be collected by a qualified and duly licensed collector and disposed of in accordance with the laws of Florida or the Federal Government.

(l) Provide and operate air, water, rail, and bus terminals; port facilities; and public transportation systems.

(m) Provide and regulate arterial, toll, and other roads, bridges, tunnels, and related facilities; eliminate grade crossings; regulate the placement of signs, lights, and other structures within the right-of-way limits of the county road system; provide and regulate parking facilities; and develop and enforce plans for the control of traffic and parking. Revenues derived from the operation of toll roads, bridges, tunnels, and related facilities may, after provision has been made for the payment of operation and maintenance expenses of such toll facilities and any debt service on indebtedness incurred with respect thereto, be utilized for the payment of costs related to any other transportation facilities within the county, including the purchase of rights-of-way; the construction, reconstruction, operation, maintenance, and repair of such transportation facilities; and the payment of indebtedness incurred with respect to such transportation facilities.

(n) License and regulate taxis, jitneys, limousines for hire, rental cars, and other passenger vehicles for hire that operate in the unincorporated areas of the county; except that any constitutional charter county as defined in s. 125.011(1) shall on July 1, 1988, have been authorized to have issued a number of permits to operate taxis which is no less than the ratio of one permit for each 1,000 residents of said county, and any such new permits issued after June 4, 1988, shall be issued by lottery among individuals with such experience as a taxi driver as the county may determine.

(o) Establish and enforce regulations for the sale of alcoholic beverages in the unincorporated areas of the county pursuant to general law.

Title XI County Organization and Intergovernmental Relations
Chapter 125 County Government

(p) Enter into agreements with other governmental agencies within or outside the boundaries of the county for joint performance, or performance by one unit in behalf of the other, of any of either agency's authorized functions.

(q) Establish, and subsequently merge or abolish those created hereunder, municipal service taxing or benefit units for any part or all of the unincorporated area of the county, within which may be provided fire protection; law enforcement; beach erosion control; recreation service and facilities; water; alternative water supplies, including, but not limited to, reclaimed water and water from aquifer storage and recovery and desalination systems; streets; sidewalks; street lighting; garbage and trash collection and disposal; waste and sewage collection and disposal; drainage; transportation; indigent health care services; mental health care services; and other essential facilities and municipal services from funds derived from service charges, special assessments, or taxes within such unit only. Subject to the consent by ordinance of the governing body of the affected municipality given either annually or for a term of years, the boundaries of a municipal service taxing or benefit unit may include all or part of the boundaries of a municipality. If ad valorem taxes are levied to provide essential facilities and municipal services within the unit, the millage levied on any parcel of property for municipal purposes by all municipal service taxing units and the municipality may not exceed 10 mills. This paragraph authorizes all counties to levy additional taxes, within the limits fixed for municipal purposes, within such municipal service taxing units under the authority of the second sentence of s. 9(b), Art. VII of the State Constitution.

(r) Levy and collect taxes, both for county purposes and for the providing of municipal services within any municipal service taxing unit, and special assessments; borrow and expend money; and issue bonds, revenue certificates, and other obligations of indebtedness, which power shall be exercised in such manner, and subject to such limitations, as may be provided by general law. There shall be no referendum required for the levy by a county of ad valorem taxes, both for county purposes and for the providing of municipal services within any municipal service taxing unit.

(s) Make investigations of county affairs; inquire into accounts, records, and transactions of any county department, office, or officer; and, for these purposes, require reports from any county officer or employee and the production of official records.

(t) Adopt ordinances and resolutions necessary for the exercise of its powers and prescribe fines and penalties for the violation of ordinances in accordance with law.

(u) Create civil service systems and boards.

(v) Require every county official to submit to it annually, at such time as it may specify, a copy of the official's operating budget for the succeeding fiscal year.

(w) Perform any other acts not inconsistent with law, which acts are in the common interest of the people of the county, and exercise all powers and privileges not specifically prohibited by law.

(x) Employ an independent certified public accounting firm to audit any funds, accounts, and financial records of the county and its agencies and governmental subdivisions. Entities that are funded wholly or in part by the county, at the discretion of the county, may be required by the county to conduct a performance audit paid for by the county. An entity shall not be considered as funded by the county by virtue of the fact that such entity utilizes the county to collect taxes, assessments, fees, or other revenue. If an independent special district receives county funds pursuant to a contract or interlocal agreement for the purposes of funding, in whole or in part, a discrete program of the district, only that program may be required by the county to undergo a performance audit. Not fewer than five copies of each complete audit report, with accompanying documents, shall be filed with the clerk of the circuit court and maintained there for public inspection. The clerk shall thereupon forward one complete copy of the audit report with accompanying documents to the Auditor General.

(y) Place questions or propositions on the ballot at any primary election, general election, or otherwise called special election, when agreed to by a majority vote of the total membership of the legislative and governing body, so as to obtain an expression of elector sentiment with respect to matters of substantial concern within the county. No special election may be called for the purpose of conducting a straw ballot. Any election costs, as defined in s. 97.021, associated with any ballot question or election called specifically at the request of a district or for the creation of a district shall be paid by the district either in whole or in part as the case may warrant.

(z) Approve or disapprove the issuance of industrial development bonds authorized by law for entities within its geographic jurisdiction.

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(aa) Use ad valorem tax revenues to purchase any or all interests in land for the protection of natural floodplains, marshes, or estuaries; for use as wilderness or wildlife management areas; for restoration of altered ecosystems; or for preservation of significant archaeological or historic sites.

(bb) Enforce the Florida Building Code, as provided in s. 553.80, and adopt and enforce local technical amendments to the Florida Building Code, pursuant to s. 553.73(4)(b) and (c).

(cc) Prohibit a business entity, other than a county tourism promotion agency, from using names as specified in s. 125.0104(9)(e) when representing itself to the public as an entity representing tourism interests of the county levying the local option tourist development tax under s. 125.0104.

(2) The board of county commissioners shall be the governing body of any municipal service taxing or benefit unit created pursuant to paragraph (1)(q).

(3)(a) The enumeration of powers herein may not be deemed exclusive or restrictive, but is deemed to incorporate all implied powers necessary or incident to carrying out such powers enumerated, including, specifically, authority to employ personnel, expend funds, enter into contractual obligations, and purchase or lease and sell or exchange real or personal property. The authority to employ personnel includes, but is not limited to, the authority to determine benefits available to different types of personnel. Such benefits may include, but are not limited to, insurance coverage and paid leave. The provisions of chapter 121 govern the participation of county employees in the Florida Retirement System.

(b) The provisions of this section shall be liberally construed in order to effectively carry out the purpose of this section and to secure for the counties the broad exercise of home rule powers authorized by the State Constitution.

(4) The legislative and governing body of a county shall not have the power to regulate the taking or possession of saltwater fish, as defined in s. 379.101, with respect to the method of taking, size, number, season, or species. However, this subsection does not prohibit a county from prohibiting, for reasons of protecting the public health, safety, or welfare, saltwater fishing from real property owned by that county, nor does it prohibit the imposition of excise taxes by county ordinance.

(5)(a) To an extent not inconsistent with general or special law, the governing body of a county shall have the power to establish, and subsequently merge or abolish those created hereunder, special districts to include both incorporated and unincorporated areas subject to the approval of the governing body of the incorporated area affected, within which may be provided municipal services and facilities from funds derived from service charges, special assessments, or taxes within such district only. Such ordinance may be subsequently amended by the same procedure as the original enactment.

(b) The governing body of such special district shall be composed of county commissioners and may include elected officials of the governing body of an incorporated area included in the boundaries of the special district, with the basis of apportionment being set forth in the ordinance creating the special district.

(c) It is declared to be the intent of the Legislature that this subsection is the authorization for the levy by a special district of any millage designated in the ordinance creating such a special district or amendment thereto and approved by vote of the electors under the authority of the first sentence of s. 9(b), Art. VII of the State Constitution. It is the further intent of the Legislature that a special district created under this subsection include both unincorporated and incorporated areas of a county and that such special district may not be used to provide services in the unincorporated area only.

(6)(a) The governing body of a municipality or municipalities by resolution, or the citizens of a municipality or county by petition of 10 percent of the qualified electors of such unit, may identify a service or program rendered specially for the benefit of the property or residents in unincorporated areas and financed from countywide revenues and petition the board of county commissioners to develop an appropriate mechanism to finance such activity for the ensuing fiscal year, which may be by taxes, special assessments, or service charges levied or imposed solely upon residents or property in the unincorporated area, by the establishment of a municipal service taxing or benefit unit pursuant to paragraph (1)(q), or by remitting the identified cost of service paid from revenues required to be expended on a countywide basis to the municipality or municipalities, within 6 months of the adoption of the county budget, in the proportion that the amount of county ad valorem taxes collected within such municipality or municipalities bears to the total amount of countywide ad valorem taxes collected by the county, or by any other method prescribed by state law.

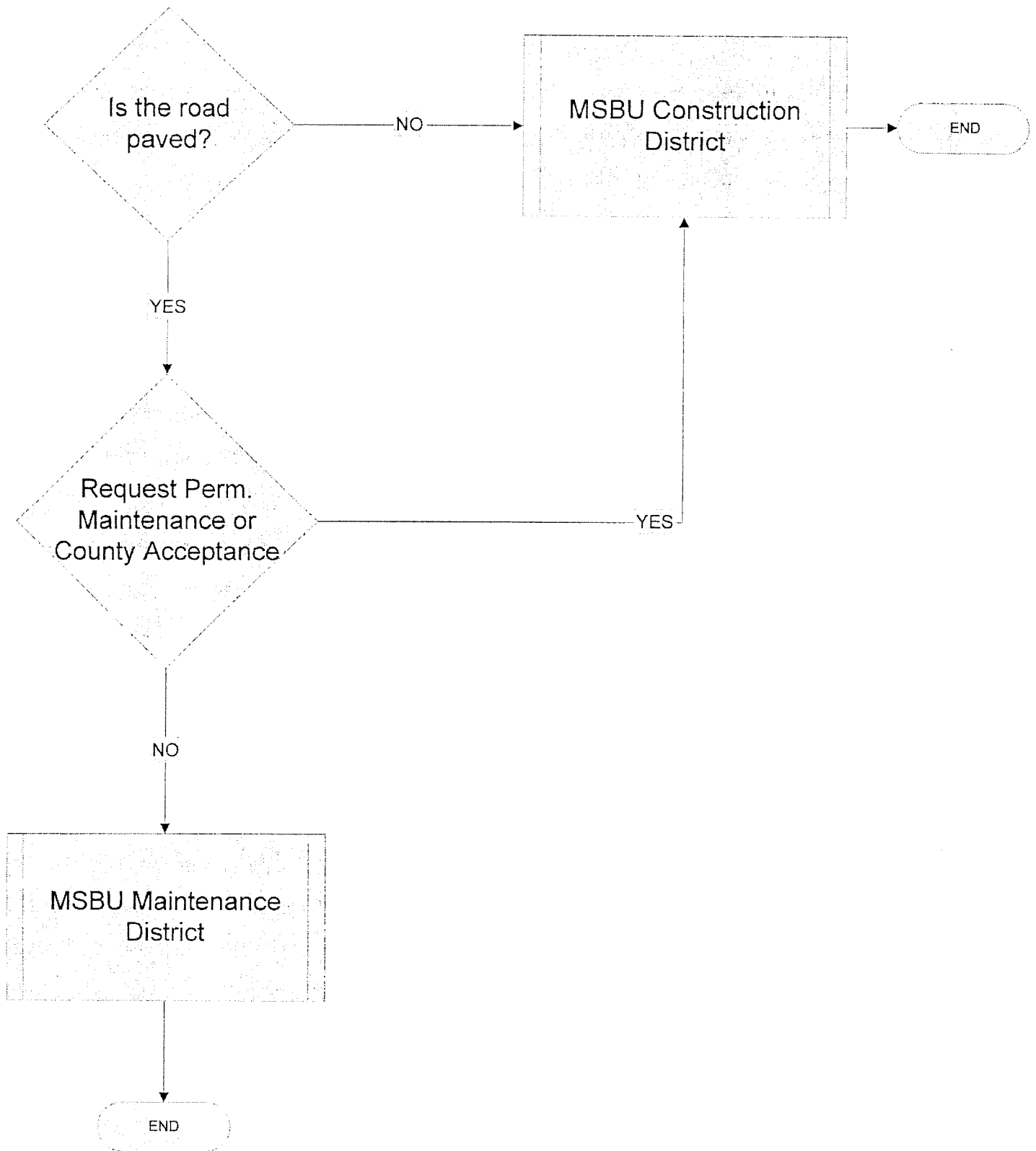
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(b) The board of county commissioners shall, within 90 days, file a response to such petition, which response shall either reflect action to develop appropriate mechanisms or shall reject such petition and state findings of fact demonstrating that the service does not specially benefit the property or residents of the unincorporated areas.

(7) No county revenues, except those derived specifically from or on behalf of a municipal service taxing unit, special district, unincorporated area, service area, or program area, shall be used to fund any service or project provided by the county when no real and substantial benefit accrues to the property or residents within a municipality or municipalities.

History.—s. 1, ch. 1882, 1872; s. 1, ch. 3039, 1877; RS 578; GS 769; s. 1, ch. 6842, 1915; RGS 1475; CGL 2153; s. 1, ch. 59-436; s. 1, ch. 69-265; ss. 1, 2, 6, ch. 71-14; s. 2, ch. 73-208; s. 1, ch. 73-272; s. 1, ch. 74-150; ss. 1, 2, 4, ch. 74-191; s. 1, ch. 75-63; s. 1, ch. 77-33; s. 1, ch. 79-87; s. 1, ch. 80-407; s. 1, ch. 83-1; s. 17, ch. 83-271; s. 12, ch. 84-330; s. 2, ch. 87-92; s. 1, ch. 87-263; s. 9, ch. 87-363; s. 2, ch. 88-163; s. 18, ch. 88-286; s. 2, ch. 89-273; s. 1, ch. 90-175; s. 1, ch. 90-332; s. 1, ch. 91-238; s. 1, ch. 92-90; s. 1, ch. 93-207; s. 41, ch. 94-224; s. 31, ch. 94-237; s. 1, ch. 94-332; s. 1433, ch. 95-147; s. 1, ch. 95-323; s. 41, ch. 96-397; s. 42, ch. 97-13; s. 2, ch. 2000-141; s. 34, ch. 2001-186; s. 36, ch. 2001-266; s. 3, ch. 2001-372; s. 20, ch. 2002-281; s. 1, ch. 2003-78; ss. 27, 28, ch. 2003-415; s. 184, ch. 2008-247; s. 2, ch. 2011-143; s. 122, ch. 2013-183; s. 1, ch. 2014-7.

Roadway MSBU



ORDINANCE 2014-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME I, CHAPTER 10, ARTICLE I, SECTION 10-3 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO DEFINITIONS; CREATING SECTION 10-27 RELATING TO FEEDING CATS AND DOGS OUTDOORS; CREATING SECTION 10-28 AUTHORIZING A COMMUNITY CAT MANAGEMENT INITIATIVE; ESTABLISHING COMMUNITY CAT MANAGEMENT REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 125, Florida Statutes, the County is authorized to establish regulations in the interest of the public health, safety and welfare by providing protection, regulation, and control of animals in the County; and

WHEREAS, the Board of County Commissioners recognizes the need for innovation in addressing the issues presented by feral, free-roaming and other community cats; and,

WHEREAS, the Board of County Commissioners finds that amending the County's ordinances relating to animal control to establish requirements for feeding cats and dogs outdoors and authorize a community management initiative better ensures the health, safety, and welfare of the public; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendments serve an important public purpose;

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

Section 1. That Volume I, Chapter 10, Article I, Section 10-3 of the Escambia County Code of Ordinances is hereby amended to read as follows:

Sec. 10-3. Definitions.

The following words, terms and phrases when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandon means to forsake an animal entirely or to neglect or refuse to provide or perform the legal obligations for care and support of an animal by its owner.

Animal means every living dumb creature.

Animal control authority means an entity acting alone or in concert with other local governmental units and authorized by them to enforce the animal control laws of the city,

1 county, or state. In those areas not served by an animal control authority, the sheriff shall carry
2 out the duties of the animal control authority under this chapter.

3 *Animal control officer* means any person duly employed or appointed who is authorized
4 to investigate, on public or private property, and to issue citations as provided in this chapter. An
5 animal control officer is not authorized to bear arms or make arrests.

6 *Animal enclosure* means any pet store, pet shop, animal shelter, kennel, animal rescue
7 organization facility, sty, barnyard, impoundment area or other area where animals are housed
8 and kept, whether for retail, breeding purposes or as household pets.

9 *Animal rescue organization* means a humane society or other nonprofit organization that
10 is: dedicated to the protection of animals; duly registered with the Florida Department of State
11 and the Florida Department of Agriculture and Consumer Services; and properly organized as a
12 charitable organization under § 501(c)(3) of the Internal Revenue Code.

13 *Animal shelter* means the offices of the animal control officer where an impoundment
14 area for animals is provided.

15 *Barnyard animals* means all animals of the equine, bovine or swine class and includes
16 goats, sheep, mules, horses, hogs or cattle and domesticated poultry.

17 Community cat means any free-roaming cat that does not have an owner but may be
18 cared for by one or more residents of the immediate area who is/are known or unknown; a
19 community cat may or may not be feral. Community cats shall be distinguished from other cats
20 by being sterilized, vaccinated against the threat of rabies, and ear tipped (preferably on the left
21 ear). Qualified community cats are exempt from pickup and impounding as strays under
22 section 10-5, tag requirements of section 10-8(b), licensing requirements of section 10-9, and
23 roaming at large provisions of section 10-11(a), but may be subject to the animal nuisance
24 provisions of section 10-11(e).

25 *County commissioners* means the board of county commissioners of the county.

26 *Cruelty* means any omission, or act of neglect, torture or torment that causes
27 unjustifiable pain or suffering of an animal.

28 *Dangerous or vicious animal* means any animal that according to the records of the
29 appropriate authority:

- 30 (1) Has aggressively bitten, attacked, or endangered or has inflicted severe injury on a
31 human being on public or private property;
32 (2) Has, more than once, severely injured or killed a domestic animal while off the
33 owner's property; or
34 (3) Has, when unprovoked, chased or approached a person upon the streets, sidewalks,
35 or any public grounds in a menacing fashion or apparent attitude of attack, provided

1 that such actions are attested to in a sworn statement by one or more persons and
2 dutifully investigated by the appropriate authority.

3 *Direct control* means immediate, continuous physical control of an animal at all times
4 such as by means of a fence, leash, cord, or chain of such strength to restrain the same. In the
5 case of specifically trained or hunting animals which immediately respond to such commands,
6 direct control shall also include aural and/or oral control, if the controlling person is at all times
7 clearly and fully within unobstructed sight and hearing of the animal.

8 *Harbor(ing)* means any person or entity that provides care, shelter, protection, refuge,
9 and/or nourishment to an animal.

10 *Hobby breeder* means any person who owns or breeds purebred dogs or pedigreed cats
11 primarily for personal recreational use. Personal recreational use may include participation in
12 recognized conformation shows, hunting, field or obedience trials, racing, specialized hunting,
13 working or water trials, and may include improving the physical soundness, temperament, and
14 conformation of a given breed to standard or for the purpose of guarding or protecting the
15 owner's property.

16 *Impounding officer* means the county administrator or his designee.

17 *Livestock* means all domestic animals kept for use on a farm or raised for sale and profit.

18 *Livestock officer* means the sheriff or his designee.

19 *Owner* means any person, firm, corporation or organization possessing, harboring,
20 keeping, or having control or custody of an animal, whether temporary or permanent, or if the
21 animal is owned by a person under the age of 18, that person's parent or guardian.

22 *Pet shop* means any place or premises at which the primary purpose is the keeping of
23 pet animals, exclusive of those animals regulated and controlled by the state freshwater fish and
24 game commission, for retail or wholesale purchase.

25 *Proper enclosure of a dangerous dog* means, while on the owner's property, a
26 dangerous dog is securely confined indoors or in a securely enclosed and locked pen or
27 structure, suitable to prevent the entry of young children and designed to prevent the animal
28 from escaping together with visible signage warning persons of the presence of a "bad dog."
29 Such pen or structure shall have secure sides and a secure top to prevent the dog from
30 escaping over, under, or through the structure, and shall also provide protection from the
31 elements.

32 *Public road* means any street, sidewalk, alley, highway, or other way open to travel by
33 the public including rights-of-way, bridges and tunnels.

1 *Residential area* means any area in the county where two or more dwellings or houses
2 are within 50 feet or less of each other.

3 *Severe injury* means any physical injury that results in broken bones, multiple bites, or
4 disfiguring lacerations requiring sutures or reconstructive surgery.

5 *Shelter* means provision of, and unlimited access to, a three-dimensional structure
6 having a roof, walls and a floor, which is dry, sanitary, clean and weatherproof and made of
7 durable material. At a minimum the structure must be:

8 (1) Sufficient in size to allow the animal to stand up, turn around, lie down and stretch
9 comfortably;

10 (2) Designed to protect the animal from the adverse effects of the elements and provide
11 access to shade from direct sunlight and regress from exposure to inclement weather
12 conditions;

13 (3) Free of standing water, accumulated waste and debris;

14 (4) Provide adequate ventilation; and

15 (5) Provide a solid surface flooring area, resting platform, pad, mat, or similar provision of
16 adequate size for the animal to lie upon in a comfortable manner.

17 *Stable* means those premises at which horses or equines are kept commercially for
18 boarding, riding, breeding, training, or resale purposes.

19 *Sterilization* means dogs and cats rendered permanently incapable of reproduction by
20 surgical alteration, implantation of a device, or other physical means, or permanently incapable
21 of reproduction because of physiological sterility, but only where the neutered or spayed
22 condition has been certified by a veterinarian licensed in any state.

23 *Tether* means to restrain an animal by tying the animal to any stationary object or
24 structure, including, but not limited to, a house, tree, fence, post, garage or shed, by any means,
25 including, but not limited to, a chain, rope, cord, leash or pulley/running line, but shall not include
26 the use of a leash when walking an animal.

27 *Unaltered animal* means a dog or cat which has not been neutered, spayed or is
28 otherwise not sterilized.

29 *Unprovoked* means that the victim who has been conducting himself or herself
30 peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by a dog.

31 *Wild animal* means any living member of the kingdom Animalia, including those born or
32 raised in captivity, except the following:

33 (1) The species *Homo sapiens* (human beings).

- (2) The species *Canis familiaris* (domestic dogs, including hybrids with wolves, coyotes, or jackals).
- (3) The species *Felis catus* (domestic cats, excluding hybrids with ocelots or margays).
- (4) The species *Equus caballus* (domestic horses).
- (5) The species *Equus asinus* (asses/donkeys).
- (6) The species *Bos taurus* (cattle).
- (7) The subspecies *Ovis ammon aries* (sheep).
- (8) The species *Capra hircus* (goats).
- (9) The subspecies *Sus scrofa domestica* (swine).
- (10) Domesticated races of the species *Gallus gallus* or *Meleagris gallopavo* (poultry).
- (11) Domesticated races of the species *Mesocricetus auratus* (golden hamsters).
- (12) Domesticated races of the subspecies *Cavia aperea procellus* (guinea pigs).
- (13) Domesticated races of rats or mice (white or albino, trained, laboratory-reared).
- (14) Domesticated races of the species *Oryctolagus cuniculus* (rabbits).
- (15) All captive-bred members of the species of the families *Psittacidae* (parrots, parakeets), *Anatidae* (ducks), *Fringillidae* (finches), and *Columbidae* (doves and pigeons).
- (16) All captive-bred members of the species *Serinus canaria* of the class *Aves* (canaries).
- (17) Domesticated races of the species *Carassius auratus* (goldfish).
- (18) Captive-bred members of the superorder *Teleostei* of the class *Osteichthyes* (common aquarium fish).

Section 2. That Volume I, Chapter 10, Article I, Section 10-27 of the Escambia County Code of Ordinances is hereby created to read as follows:

Sec. 10-27. Feeding of Cats and Dogs Outdoors.

Dogs and cats, excluding managed community cats covered in section 10-28, may be fed outdoors only if the following conditions are met:

- (1) Feeding shall take place primarily during daylight hours to minimize the risk of domestic-wildlife interactions that have increased potential of rabies exposure for the cats or dogs. Any food provided after daylight hours shall only be provided for such time as required for feeding, which time shall not exceed 30 minutes, after which all food shall be removed.
- (2) All food must be placed in a sanitary container of sufficient size for the cat and/or dog being fed. Only an amount of food that is appropriate for daily consumption may be provided.
- (3) Excess quantities of food may not be dumped on the ground or placed outdoors in bowls or other containers. Leaving open food packages outdoors is also prohibited.

- 1 (4) Feeding outdoors must take place on the property owned by the person placing the food
2 or be done with the consent of the property owner. Feeding on public property, road
3 right-of-ways, parks, common land of a multifamily housing unit or any property without
4 the consent of the owner is prohibited.
5

6 A Violation of this section is a civil infraction punishable as provided for in section 10-23.
7

8 **Section 3.** That Volume I, Chapter 10, Article I, Section 10-28 of the Escambia County Code
9 of Ordinances is hereby created to read as follows:

10 **Sec. 10-28. Community Cat Management Initiative.**

11 (a) *Short title.* This section shall be known as the "Escambia County Community Cat
12 Management Ordinance".

13 (b) *Legislative intent.* Escambia County hereby recognizes the need for innovation in
14 addressing the issues presented by feral, free-roaming and other community cats. It is
15 further recognized that there are community care givers of cats, and that properly
16 managed community cats may be part of the solution to the continuing euthanasia of
17 cats. The intent of this section is to address these issues by authorizing a community cat
18 management initiative.
19

20 (c) *Community Cat Management Requirements.* Community cats shall be managed as
21 follows:
22

23 (1) All managed community cats must be maintained on private property of the
24 caregiver(s), or with permission on the private property of another landowner
25 (including city, state, and federal public property).
26

27 (2) All cats that are part of community cat management programs must be sterilized,
28 vaccinated against the threat of rabies, and ear-tipped (preferably on the left ear) for
29 easy identification. Female cats may also be tattooed on the stomach or right ear as
30 evidence of sterilization.

31 (d) If the requirements of subsection (c) above are met, the community cat is exempt from
32 pickup and impounding as a stray pursuant to section 10-5, tag and licensing
33 requirements of sections 10-8(b) and 10-9, and roaming at large provisions of section
34 10-11(a), except as provided in subsection (f) below. Community cats may be subject to
35 the animal nuisance provisions of section 10-11(e).

36 (e) If a person is providing care for a community cat or community cat colony/group, the
37 following conditions must be satisfied:

38 (1) Food must be provided in the proper quantity for the number of cats being managed,
39 and must be maintained in proper feeding containers.

40 (2) Water, if supplied, must be clean, potable and free from debris and algae.

41 (3) If shelter is provided, it shall be unobtrusive, safe, and of the proper size for the
42 cat(s).

(4) If veterinary care is needed, but is unavailable or too expensive, the caregiver must not allow a community cat to suffer.

~~(f) Community Cats and/or Community Cat colonies/groups are prohibited on public bathing beaches or recreational areas on that portion of Santa Rosa Island owned by and under the jurisdiction of the county or the Santa Rosa Island Authority, and on public bathing beaches or recreational areas on any portion of any beach, public or private, on the portion of the county known as Perdido Key and more particularly described in section 40-11(b)(2). The provisions of this section shall not apply to any portion of Santa Rosa Island or Perdido Key under the jurisdiction of Escambia County.~~

(g) A Violation of this section is a civil infraction punishable as provided for in section 10-23.

Section 4. Severability.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court or competent jurisdiction, then said 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 become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 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

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

Lumon J. May, Chairman

BY: _____
Deputy Clerk
(Seal)

Enacted:
Filed with Department of State:
Effective:

Central Booking and Detention Facility
Replacement Considerations
Capacity and Construction Delivery Method

Committee of the Whole

12 Aug 2014

- **CAPACITY OPTIONS**

- **697-Bed CBD Replacement**

- Anticipated total project cost is \$76.9 MM not including out-of-county inmate housing or site acquisition.
 - Project duration is anticipated to be approximately 36 months.
 - Upon site acquisition/rezoning through completion
 - Core functions (such as kitchen, laundry, infirmary, admin, security) would be designed to accommodate future expansions.

- **1476-Bed CBD and Main Jail Replacement**

- Anticipated total project cost is \$161.0 MM not including out-of-county inmate housing or site acquisition.
 - Project duration anticipated to be approximately 39 months.
 - Upon site acquisition/rezoning through completion
 - Core functions (such as kitchen, laundry, infirmary, admin, security) would be designed to accommodate future expansions.

- **CONSTRUCTION DELIVERY METHOD OPTIONS**

- Design – Bid – Build
- Construction Manager at Risk
- Design – Build

- **Staff's Recommendation for Construction Method**

- **Design-Build**

- Greatest probability of maintaining budget and schedule
 - Upon award, the Design-Builder (DB) would be committed by contract to maintaining the project cost and schedule.
 - » The DB team (Contractor and Architect) selected based on both qualifications and also competitive cost proposals
 - » The Guaranteed Maximum Price (GMP) and schedule established during the DB selection/negotiation/award process
 - The Contractor and the Designers would be on-board as one team from the onset.
 - » DB team would be responsible for the construction costs and the project schedule from the beginning of design through completion.

SHORT-TERM LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this 12 day of August, 2014, by and between Flora-Bama Management, LLC, a Florida for-profit company, whose address is 17401 Perdido Key Drive, Pensacola, Florida 32507 (Licensee), and Escambia County, a political subdivision of the state of Florida acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Licensor).

WITNESSETH:

WHEREAS, Licensee is hosting at its Flora-Bama Lounge and Oyster Bar a public concert featuring Kenny Chesney, more commonly known as the Flora-Bama-Jama; and

WHEREAS, Licensee has requested and Licensor has agreed to allow Licensee to use its property at 12950 Gulf Beach Highway, Escambia County, Florida, more commonly known as Baars Field, for employee/volunteer/contractor parking for persons who will be working at the Flora-Bama-Jama;

NOW, THEREFORE, for the reasons set forth herein and other and good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Property. Licensor licenses to Licensee the use of that certain property, located at 12950 Gulf Beach Highway, commonly known as Baars Field, as shown in the attached Exhibit A (Property).
2. Term. The term of this Agreement shall be for four (4) days, August 14, 15, 16 and 17, 2014, unless terminated for cause or convenience at the will of the Licensor.
3. Use of the Property. Licensee shall use the Property during term only for the purpose of employee/volunteer/contractor parking in conjunction with Licensee's Flora-Bama-Jama concert. Licensee shall use the Property on August 17, 2014 only for the purpose of removing trash and debris and restoring the Property to its original condition.
4. License and Parking Fees. No license or parking fees are contemplated in this Agreement. Licensor agrees to make the Property available for employee/volunteer/contractor parking without charge to the Licensee, and Licensee agrees not to charge or collect from employees/volunteers/contractors any fee for parking on the Property.
5. Condition, Control, and Restoration of the Property. Licensee shall maintain the Property in a neat, safe, and orderly condition, and promptly correct any situation that would reasonably be perceived to represent a danger or hazard to persons or the Property. Licensee accepts this Property "as is" and Licensor makes no warranties regarding suitability of the Property for Licensee's use. Licensee shall provide, at its

Date Ratified

Date: 8/13/2014 Verified By: *[Signature]*

expense, at least six (6) parking attendants to direct and control traffic and parking and at least two (2) off-duty deputy sheriffs to provide security services. The parking attendants and deputy sheriffs shall be present on the Property before any member of the public is allowed to enter and park, and they shall remain as long as vehicles are parked on the Property. Licensee shall not permit any vehicle to remain parked on the Property after August 16, 2014. At the conclusion of the Flora-Bama-Jama, Licensee shall remove all trash and debris from the Property and promptly restore the Property to its original condition.

6. Indemnification. Licensee agrees to hold harmless, indemnify, and defend the Licenser, including its subsidiaries and affiliates, its consultants, agents, volunteers, elected and appointed officers, and employees, from any and all claims, suits, actions, damages, expenses in connection with the loss thereof, and costs of suit, including attorneys' fees and paralegals' fees, for any expenses, damages, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss or use thereof, including environmental impairment, arising out of the Licensee's use of the Property or otherwise arising out of this Agreement. Licensee'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. Licensee agrees to pay on behalf of Licenser, as well as provide a legal defense for Licenser, both of which shall be done only if and when requested by Licenser, for all claims made. Such payment on behalf of Licenser shall be in addition to any and all other legal remedies available to Licenser and shall not be considered to be Licenser's exclusive remedy.

7. Insurance. Licensee shall procure and maintain the following described insurance, except for coverages specifically waived by the Licenser. Such policies shall be from insurers with a minimum financial size category of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims that may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the Licensee, its employees, or contractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable, or any other member of the public who accesses the Property during the term of this Agreement.

These insurance requirements shall not limit the liability of the Licensee. The Licenser does not represent these types or amounts of insurance to be sufficient or adequate to protect the Licensee's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Licensee's insurance policies shall be endorsed to name Escambia County as an additional insured for bodily injury, property damage and personal and advertising injury caused, in whole or in part, by the Licensee's acts or omissions; or the acts or omissions of those acting on the Licensee's behalf in the performance of the Licensee's ongoing operations. Additional Insured Endorsement ISO Form CG 20 10 is required for the Commercial General Liability coverage.

Except for workers' compensation, the Licensee waives its right of recovery against the Licensors, to the extent permitted by its insurance policies.

Insurance required of the Licensee or any other insurance of the Licensee shall be considered primary, as may be applicable to claims that arise out of the Indemnity and Hold Harmless, Insurance, Certificates of Insurance and any Additional Insurance provisions of this Agreement.

- **Commercial General Liability Coverage - Occurrence Form Required.** Commercial General Liability insurance with One Million Dollars (\$1,000,000) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operations, and contractual liability. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies (including employers liability required in the Workers' Compensation Coverage section) and the total amount of coverage required.
- **Automobile Coverage.** Automobile Liability insurance with One Million Dollars (\$1,000,000) per occurrence and aggregate limits, to include bodily injury liability and property damage liability, arising out of the ownership and maintenance or use of any auto, which includes owned, non-owned and hired automobiles and employee non-ownership use.
- **Workers' Compensation Coverage.** Workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident/\$100,000 each employee/\$500,000 policy limit for disease. The Licensee shall also purchase any other coverage's required by law for the benefit of the employees.
- **EVIDENCE/CERTIFICATES OF INSURANCE.** Required insurance shall be documented in Certificates of Insurance which reflect Escambia County as certificate holder, and provided to Michael Watts, Risk Manager, P.O. Box 1591, Pensacola, Florida 32597-1591, on or before August 14, 2014. The certificate shall also include that the policy/policies is/are endorsed to provide Escambia County at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to Escambia County as least 15 days prior to coverage renewals.

If requested by the Licensors, the Licensee shall furnish complete copies of the Licensee's insurance policies, forms and endorsements.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Licensors, or by any of its representatives, that indicate less coverage than required does not constitute a waiver of the Licensee's obligation to fulfill the insurance requirements herein.

8. Notices. Notices to Licensor and Licensee under this Agreement will be addressed, mailed, or delivered to the following:

TO LICENSOR:

County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

TO LICENSEE:

Flora-Bama Management, LLC
Cameron S. Price, Registered Agent
17401 Perdido Key Drive
Pensacola, Florida 32507

With a copy to:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

9. Right of Entry. Licensor, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property as long as such entry does not interfere with the Licensee's use of the Property.

10. Compliance with Laws. Licensee agrees to comply with all federal, state and local laws, ordinances, policies, and other governmental regulations applicable to the Property and its proposed use.

11. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior oral and written agreements between them regarding the license of the Property. This Agreement may be modified only by an amendment in writing, dated and signed by Licensor and Licensee after the date of this Agreement. Licensee acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements, or warranties, except such as are expressed herein. This Agreement shall not be assigned by either party.

12. Miscellaneous. The captions, headings, and paragraph titles in this Agreement are for convenience or reference only, and are not intended in any way to restrict, affect or interpret the provisions of any paragraph of this Agreement.

If any term, provision, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term, provision, covenant, or condition to be affected, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This 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 any or all of the terms and conditions.

This Agreement shall have no effect unless first approved by the Escambia County Board of County Commissioners at a duly noticed public meeting.

IN WITNESS WHEREOF, Licenser and Licensee have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

LICENSOR:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: *Pam Childers*
Deputy Clerk



Approved as to form and legal
sufficiency.

By/Title: *[Signature]*
Date: 8/12/14

Date Ratified

Date Executed
8/13/2014

LICENSEE:

FLORA-BAMA MANAGEMENT, LLC

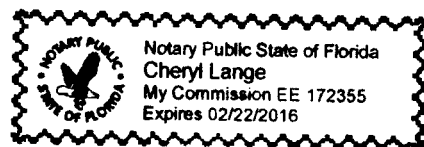
By: *[Signature]*
Cameron S. Price, Managing Member

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12 day of August, 2014 by Cameron S. Price, as Managing Member of Flora-Bama Management, LLC. He is ☒ personally known to me, or ☐ has produced current _____ as identification.

[Signature]
Signature of Notary Public
Cheryl Lange
Printed Name of Notary Public

(Notary Seal)





Baars Field

12950 Gulf Beach Hwy

Exhibit A

Baars Field Athletic Park is comprised of five fields that are not currently being used by any Youth Athletic Association. The facility can provide room for parking as requested. In the future, it can be used for youth athletic practices and/or public recreation



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Committee of the Whole Workshop

Meeting Date: 08/12/2014

Issue: Noise Waiver for Outdoor Event at Flora-Bama on August 16, 2014

From: Donald R. Mayo, Interim Building Official

Organization: Building Inspections Dept.

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for an Outdoor Music Event to be held at the Flora-Bama on Perdido Key – Donald R. Mayo, Interim Building Official

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use) for the outdoor music event to be held at the Flora-Bama on Perdido Key, Saturday, August 16, 2014, from 8:00 a.m. until 11:59 p.m.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, the BCC adopted amendments under Escambia County Ordinance Numbers 2013-31 and 2014-5 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption.

Upon Board approval, the Escambia County Sheriff's Office will be notified of the issuance of this waiver.

Attachments

Application

Site Location



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3550 - Phone
(850) 595-3589 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT

Waiver to Noise Ordinance

Permit Number:

SE 140807629

Building Permit Number:

Approved By:

Date:

Applicant: Flora Bama Management, LLC

Phone Number:

Owner's Name: Cameron Price

Phone Number:

Owner's Address: 17401 Perdido Key Drive

City: Pensacola

State: FL

Zip Code: ~~32501~~ 32507

Job Address: 17401 Perdido Key Drive, Pensacola, FL

Lot or Apt. Number: 32507

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity:

8-16-14

Description of Activity:

Beach Concert

Beginning Time:

8 AM

Ending Time:

Midnight

Remarks or Comments:

Map is current draft of operations planned. Some changes not reflected.

Driving Directions:

Escrow Account Number:

Date:

8-11-14

Applicant Signature:



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3550 - Phone
(850) 595-3589 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT

Waiver to Noise Ordinance

Permit Number:

SE 140802629

Building Permit Number:

Approved By:

Date:

Applicant: Flora Bama Management, LLC

Phone Number:

Owner's Name: Cameron Price

Phone Number:

Owner's Address: 17401 Perdido Key Drive

City: Pensacola

State: FL

Zip Code: ~~32507~~ 32507

Job Address: 17401 Perdido Key Drive, Pensacola, FL

Lot or Apt. Number: 32507

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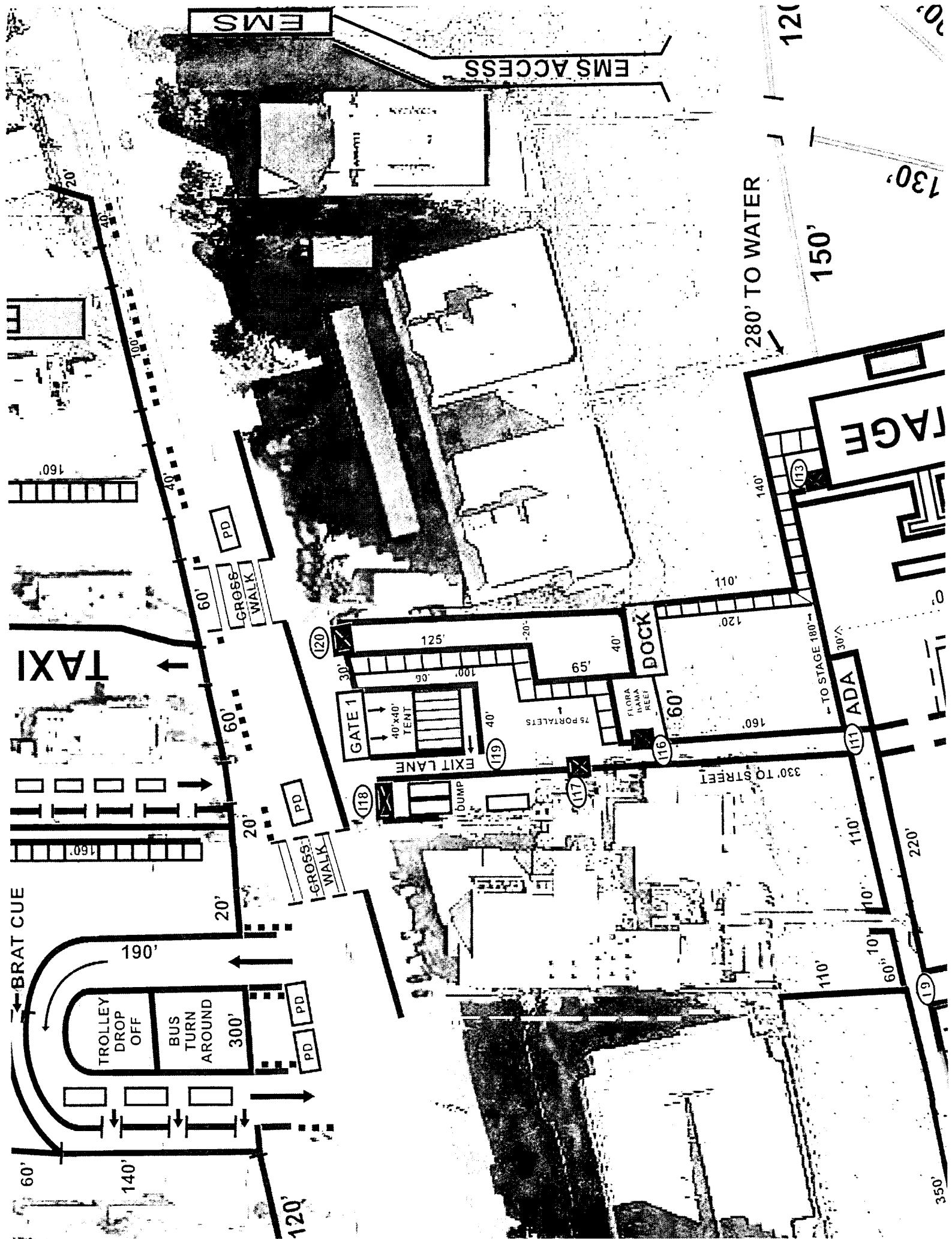
Driving Directions:

Escrow Account Number:

Date:

8-11-14

Applicant Signature:





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-6655

Clerk & Comptroller's Report 16. 1.

BCC Regular Meeting

Consent

Meeting Date: 08/21/2014

Issue: Recommendation Concerning Acceptance of July 2014 Investment Report

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

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the July 2014 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended July 31, 2014, as required by Ordinance Number 95-13; on July 31, 2014, the portfolio market value was \$241,255,145 and portfolio earnings totaled \$103,736 for the month and \$1,687,378 year-to-date; the short-term portfolio yield was 0.19%, 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 -0.11%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of -0.23%.

Attachments

July 2014 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

INVESTMENT PORTFOLIO SUMMARY REPORT

FISCAL YEAR 2013-2014

July 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
July 31, 2014

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value	
	June 30, 2014	July 31, 2014
Bank Accounts	\$ 30,507,405	\$ 19,903,245
Money Market Accounts	59,909,043	59,922,463
State Board of Administration	25,196,993	25,200,412
Certificates of Deposit	10,000,000	10,000,000
Money Market Mutual Fund	4,407,995	3,570,616
U.S. Treasury Bond/Notes	63,630,322	64,753,987
Federal Agency Bond/Note	32,588,456	31,398,899
Municipal Bonds	2,555,216	2,553,030
Corporate Notes	18,193,592	18,959,681
Commercial Paper	4,992,821	4,992,813
Total Portfolio Assets:	\$ 251,981,843	\$ 241,255,145
Current Month Earnings:	\$ 102,630	\$ 103,736
Fiscal Year to Date Earnings:	\$ 1,583,643	\$ 1,687,378

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:		June 30, 2014	July 31, 2014
Market Value		\$ 125,613,441	\$ 115,026,119
Month End Yield			
Short Term Portfolio Yield:		0.18%	0.19%
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:		0.09%	0.10%
Weighted Average Days to Maturity			
Short Term Portfolio Yield:		2 Days	2 Days
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:		44 Days	47 Days
Fiscal YTD Earnings:		\$ 134,416	\$ 152,953
LONG TERM CORE PORTFOLIO:		June 30, 2014	July 31, 2014
Market Value		\$ 126,368,402	\$ 126,229,026
Month End Yield			
CORE Portfolio Yield to Maturity at Cost:		0.80%	0.88%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:		0.42%	0.50%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:		0.77%	0.88%
Monthly Total Return Performance			
CORE Portfolio		-0.06%	-0.11%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:		-0.04%	-0.08%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:		-0.10%	-0.23%
Effective Duration (Years)			
CORE Portfolio		2.26	2.33
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:		1.85	1.84
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:		2.66	2.63
Fiscal YTD Earnings:		\$ 1,449,227	\$ 1,534,425



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

SHORT TERM INVESTMENT PORTFOLIO:

Month End Yield

Short Term Portfolio Yield:	0.19%
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield	0.10%

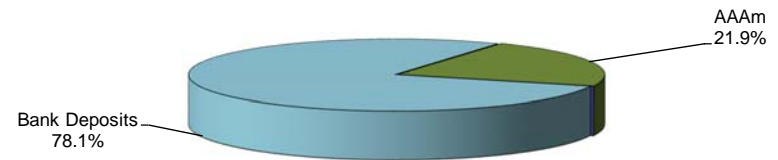
Earnings

Current Month Earnings:	\$ 18,537
Year-to-Date Earnings:	\$ 152,953

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	\$ 19,903,245	17.3%
Money Market Accounts	59,922,463	52.1%
Certificates of Deposit	10,000,000	8.7%
State Board of Administration	25,200,412	21.9%
Total Short Term Portfolio Assets:	\$ 115,026,119	100.0%

Short Term Portfolio Credit Quality



LONG TERM INVESTMENT PORTFOLIO:

Month End Yield

CORE Portfolio Yield to Maturity at Cost:	0.88%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.50%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.88%

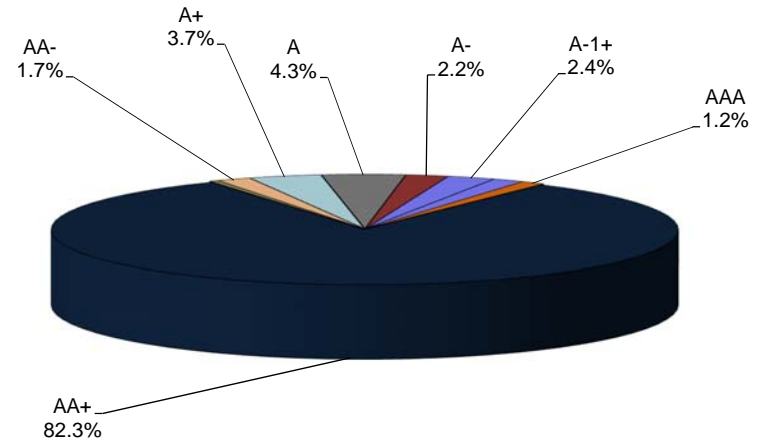
Earnings

Current Month Earnings:	\$ 85,198
Year-to-Date Earnings:	\$ 1,534,425

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	\$ 64,753,987	51.3%
Federal Agency Bond / Note	31,398,899	24.9%
Municipal Obligations	2,553,030	2.0%
Corporate Note	18,959,681	15.0%
Commercial Paper	4,992,813	4.0%
Money Market Mutual Fund - Federated Government	3,570,616	2.8%
Total Long Term Core Portfolio Assets:	\$ 126,229,026	100.0%

Long Term Core Portfolio Credit Quality





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

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	\$ 25,200,412	10.4%	25%	Yes
United States Treasury Securities	64,753,987	26.8%	100%	Yes
Federal Instrumentalities	31,398,899	13.0%	100%	Yes
Certificates of Deposit	10,000,000	4.1%	20%	Yes
Savings Accounts	59,922,463	24.8%	100%	Yes
Commercial Paper	4,992,813	2.1%	25%	Yes
Corporate Notes	18,959,681	7.9%	20%	Yes
State and/or Local Government Debt	2,553,030	1.1%	25%	Yes
Bank Accounts - Bank of America	19,903,245	8.2%	100%	Yes
Money Market Mutual Fund	3,570,616	1.5%	50%	Yes
Total Investment Holdings	\$ 241,255,145	100.0%		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	\$ 25,200,412	10.4%	25%	Yes
United States Treasury Securities	64,753,987	26.8%	100%	Yes
Federal Home Loan Bank (FHLB)	5,373,771	2.2%	25%	Yes
Federal National Mortgage Association (FNMA)	20,779,729	8.6%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	5,245,399	2.2%	25%	Yes
Branch Banking and Trust Money Market Account	4,793,545	2.0%	10%	Yes
Hancock Bank Money Market Account	17,513,225	7.3%	10%	Yes
Summit Bank Money Market Account	17,515,858	7.3%	10%	Yes
Servisfirst Money Market Account	20,099,835	8.3%	10%	Yes
Centennial Bank Certificate of Deposit	10,000,000	4.1%	10%	Yes
American Honda Finance	905,154	0.4%	5%	Yes
Apple Inc. Corporate Notes	728,820	0.3%	5%	Yes
Bank of New York Mellon Corporate Notes	750,299	0.3%	5%	Yes
Caterpillar Corporate Notes	700,236	0.3%	5%	Yes
Coca-Cola Company	578,354	0.2%	5%	Yes
General Electric Corporate Notes	4,038,121	1.7%	5%	Yes
John Deere Corporate Notes	771,086	0.3%	5%	Yes
JP Morgan Chase Corporate Notes	3,795,730	1.6%	5%	Yes
Pepsico, Inc.	2,669,632	1.1%	5%	Yes
Toyota Corporate Notes	1,102,759	0.5%	5%	Yes
Wells Fargo & Company Corporate Notes	2,919,492	1.2%	5%	Yes
Michigan State Municipal Bond	1,045,200	0.4%	10%	Yes
Calleguas Water District, CA REV Bond	1,507,830	0.6%	10%	Yes
Bank of Tokyo Commercial Paper	998,810	0.4%	10%	Yes
Coca-Cola Co. Commercial Paper	1,996,978	0.8%	10%	Yes
Sumitomo TR & Banking Commercial Paper	998,750	0.4%	10%	Yes
Toyota Motor Credit Commercial Paper	998,275	0.4%	10%	Yes
Money Market Mutual Fund - Institutional Government	3,570,616	1.5%	25%	Yes
Bank Accounts - Bank of America	19,903,245	8.2%	100%	Yes
Total Investment Holdings	\$ 241,255,145	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-6663

Clerk & Comptroller's Report 16. 2.

BCC Regular Meeting

Consent

Meeting Date: 08/21/2014

Issue: TDT Collection Data for June 2014 Returns Received in July 2014

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

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for June 2014 Returns Received in July 2014

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the June 2014 returns received in the month of July 2014, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the tenth month of collections for the Fiscal Year 2014; total collections for the June 2014 returns was \$1,309,510.27; this is a 3.79% increase over the June 2013 returns; total collections year-to-date are 4.50% more than the comparable time frame in Fiscal Year 2013.

Attachments

TDT Collections Received in July 2014

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

Zip Code	Fiscal Year 2014 YTD Collected	Fiscal Year 2013 YTD Collected	Difference	% Change
32501	126,964	124,626	2,338	2%
32502	285,474	284,383	1,091	0%
32503	7,740	14,273	(6,533)	-46%
32504	962,977	826,550	136,427	17%
32505	244,725	205,753	38,972	19%
32506	159,132	155,054	4,078	3%
32507	915,257	878,499	36,758	4%
32514	373,046	371,551	1,495	0%
32526	161,074	171,094	(10,020)	-6%
32534	114,611	107,843	6,768	6%
32535	2,235	1,976	259	13%
32561	2,495,048	2,454,620	40,428	2%
32562	-	-	-	0%
32577	-	86	(86)	0%
Total	\$ 5,848,283	\$ 5,596,308	\$ 251,975	5%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2014
 AS OF JULY 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	13,055	3%	21,773	4%	75	0%	76,053	15%	12,054	2%
11/13	12,292	3%	22,419	5%	337	0%	79,832	18%	13,031	3%
12/13	10,461	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%
04/14	13,428	2%	34,102	5%	1,536	0%	120,455	18%	44,655	7%
05/14	13,278	2%	36,691	5%	1,601	0%	112,153	17%	34,546	5%
06/14	16,539	2%	46,177	5%	1,609	0%	141,447	16%	31,553	3%
07/14	16,905	1%	44,427	3%	1,893	0%	137,655	11%	35,989	3%
Total	\$ 126,964	2%	\$ 285,474	5%	\$ 7,740	0%	\$ 962,977	16%	\$ 244,725	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%	82,444	16%	34,979	7%	13,977	3%	9,085	2%
11/13	13,745	3%	57,245	13%	34,218	8%	12,873	3%	9,119	2%
12/13	12,566	4%	29,239	9%	23,703	8%	13,183	4%	8,082	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%
04/14	19,467	3%	96,984	14%	41,558	6%	17,608	3%	12,382	2%
05/14	16,463	2%	92,971	14%	40,662	6%	17,817	3%	12,711	2%
06/14	22,183	2%	138,352	15%	53,756	6%	21,892	2%	16,360	2%
07/14	22,495	2%	296,484	23%	56,319	4%	21,918	2%	18,245	1%
Total	\$ 159,132	3%	\$ 915,257	16%	\$ 373,046	6%	\$ 161,074	3%	\$ 114,611	2%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/13	242	0%	236,153	46%	-	0%	-	0%	513,612	100%
11/13	208	0%	191,727	43%	-	0%	-	0%	447,046	100%
12/13	104	0%	113,289	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%
04/14	230	0%	278,608	41%	-	0%	-	0%	681,011	100%
05/14	162	0%	296,404	44%	-	0%	-	0%	675,458	100%
06/14	465	0%	415,572	46%	-	0%	-	0%	905,904	100%
07/14	608	0%	656,571	50%	-	0%	-	0%	1,309,510	100%
Total	\$ 2,235	0%	\$ 2,495,048	43%	\$ -	0%	\$ -	0%	5,848,283	100%

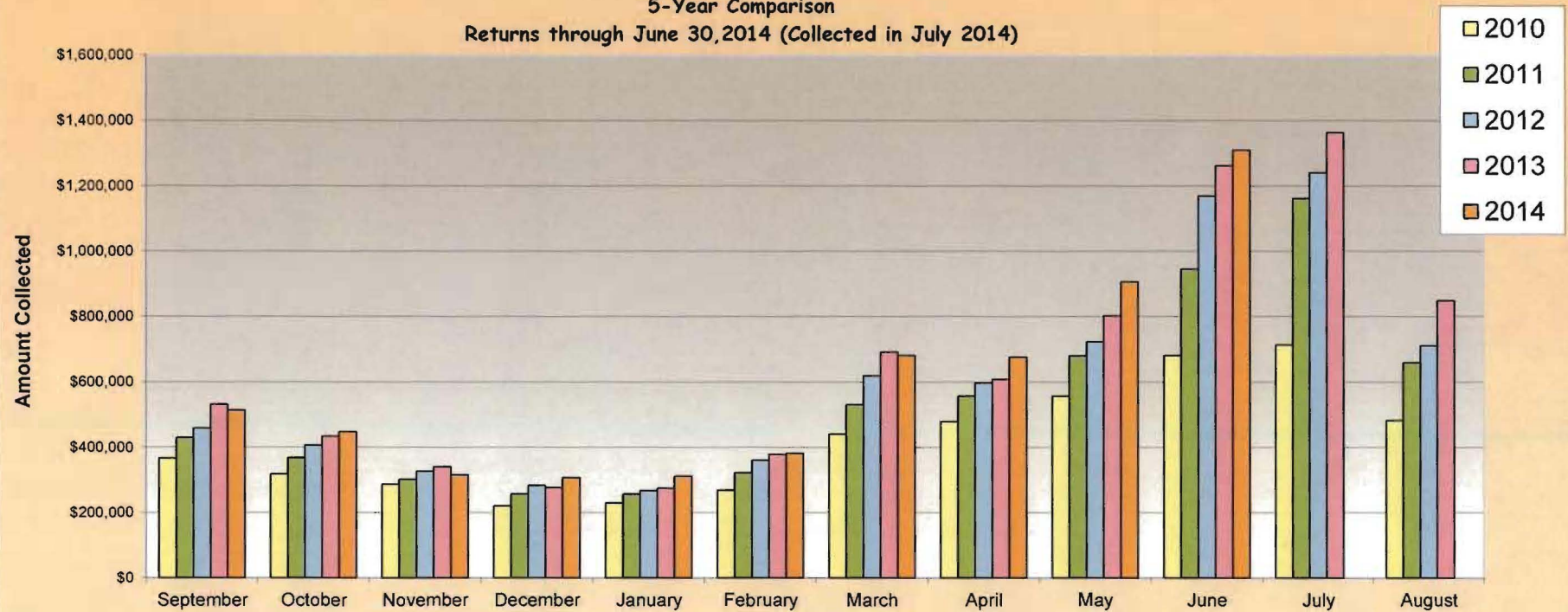
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2013
 AS OF JUNE 30, 2013

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/12	12,329	2%	27,713	5%	1,528	0%	73,197	14%	9,599	2%
11/12	11,118	3%	24,962	6%	1,704	0%	78,929	18%	8,936	2%
12/12	9,528	3%	22,759	7%	2,017	1%	73,028	21%	10,171	3%
01/13	8,921	3%	17,622	6%	708	0%	53,840	19%	8,555	3%
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%
04/13	14,974	2%	32,784	5%	2,301	0%	93,326	14%	35,417	5%
05/13	15,243	3%	40,577	7%	1,923	0%	94,720	16%	27,019	4%
06/13	15,844	2%	36,195	5%	1,519	0%	105,565	13%	35,599	4%
07/13	18,359	1%	39,982	3%	51	0%	124,223	10%	28,175	2%
Total	\$ 124,626	2%	\$ 284,383	5%	\$ 14,273	0%	\$ 826,550	15%	\$ 205,753	4%

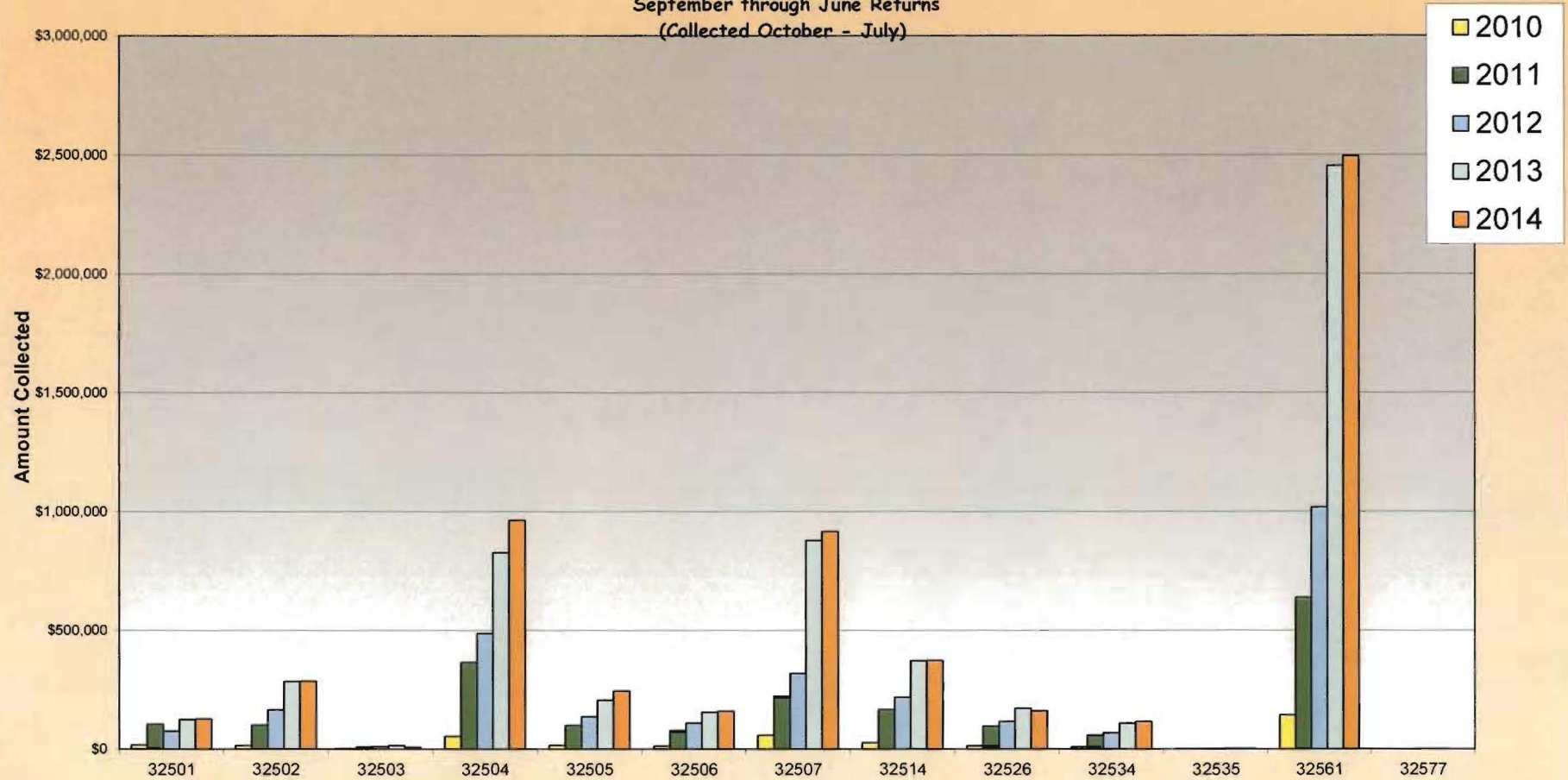
Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd 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%
04/13	18,645	3%	110,233	16%	42,141	6%	17,954	3%	11,598	2%
05/13	16,130	3%	85,269	14%	42,376	7%	9,757	2%	10,873	2%
06/13	18,852	2%	122,603	15%	45,793	6%	26,084	3%	11,175	1%
07/13	20,807	2%	299,126	24%	53,733	4%	20,919	2%	14,582	1%
Total	\$ 155,054	3%	\$ 878,499	16%	\$ 371,551	7%	\$ 171,094	3%	\$ 107,843	2%

Month of Collection	Zip Code									
	32535		32561		32562		32577		Total Month	% OF Total
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/12	110	0%	248,089	47%	-	0%	-	0%	531,066	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%
04/13	102	0%	311,492	45%	-	0%	23	0%	690,989	100%
05/13	194	0%	263,325	43%	-	0%	-	0%	607,405	100%
06/13	162	0%	383,178	48%	-	0%	-	0%	802,569	100%
07/13	809	0%	640,872	51%	-	0%	-	0%	1,261,639	100%
Total	\$ 1,976	0%	\$ 2,454,620	44%	\$ -	0%	\$ 86	0%	\$ 5,596,308	100%

Tourist Development Tax Collections
5-Year Comparison
Returns through June 30, 2014 (Collected in July 2014)

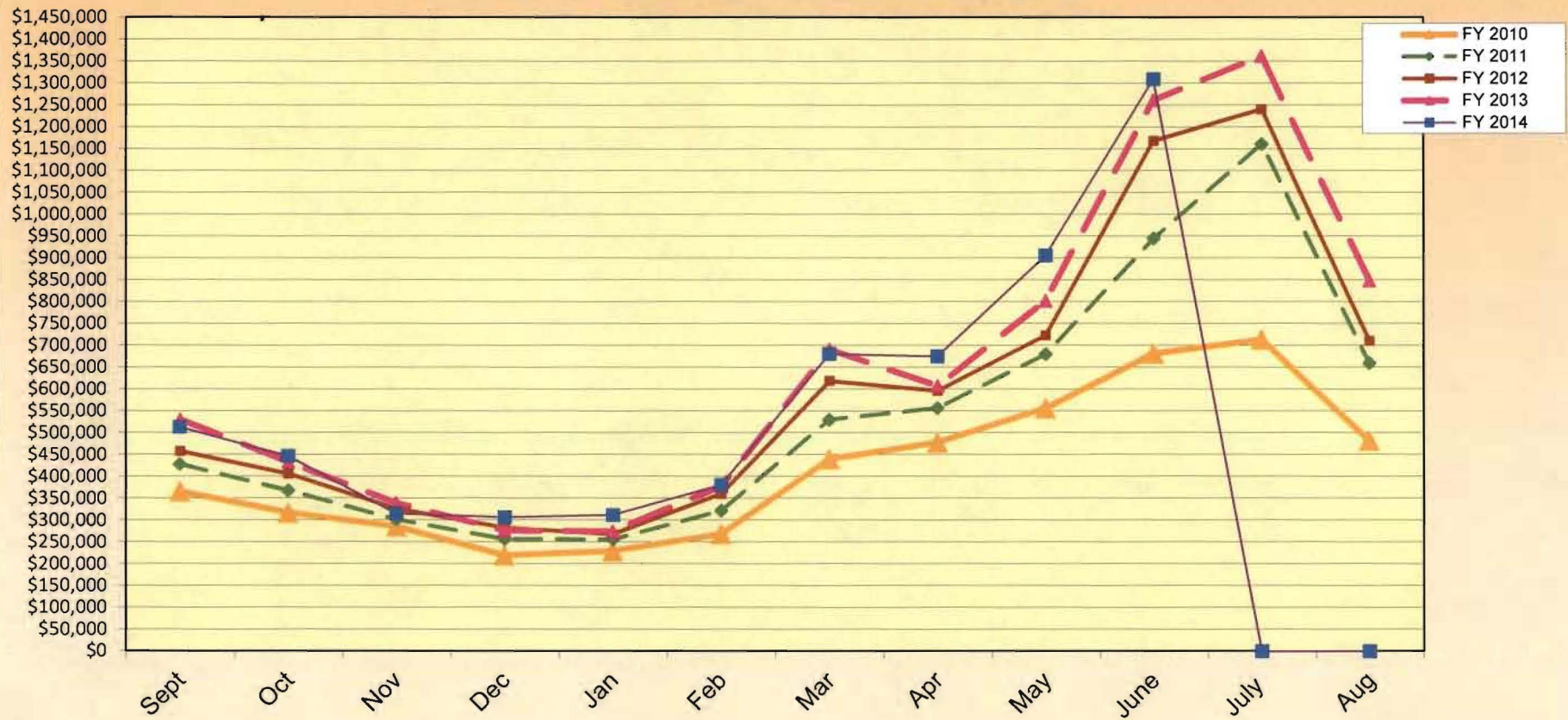


Tourist Development Tax Collections
 5-Year Comparison on a Monthly Basis
 September through June Returns
 (Collected October - July)



TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2010 - FY 2014

Returns through June 30, 2014 (Collected in July 2014)



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

Month Of Collection	For The Month Of	THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2005-2014									
		2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
OCT	SEP	\$248,504	\$302,728	\$245,125	\$288,077	\$277,444	\$274,902	\$321,850	\$343,637	\$398,300	\$385,209
NOV	OCT	232,619	262,261	224,646	238,591	231,361	238,423	276,214	304,579	325,198	335,284
DEC	NOV	214,278	229,491	212,939	206,205	185,367	214,475	226,459	244,845	254,898	236,608
JAN	DEC	208,669	198,766	179,798	163,665	169,734	164,750	192,546	212,164	207,117	230,300
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
APR	MAR	261,605	312,491	328,479	344,151	297,195	330,261	397,690	464,002	518,242	510,758
MAY	APR	259,188	288,754	315,555	303,720	338,268	358,871	417,733	447,350	455,554	506,593
JUN	MAY	295,677	343,616	387,614	474,863	387,513	417,285	510,038	542,048	601,927	679,428
JUL	JUN	332,603	426,840	590,236	605,739	598,667	510,928	708,757	876,396	946,229	982,133
TOTAL		\$2,460,078	\$2,795,874	\$2,876,262	\$3,033,066	\$2,877,453	\$2,883,253	\$3,485,121	\$3,906,089	\$4,197,231	\$4,386,212

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
APR	MAR	86,518	103,411	109,493	114,717	99,065	110,087	132,563	154,667	172,747	170,253
MAY	APR	85,729	94,971	105,185	101,240	112,756	119,624	139,244	149,117	151,851	168,864
JUN	MAY	96,938	113,025	129,205	158,288	129,171	139,095	170,013	180,683	200,642	226,476
JUL	JUN	107,972	142,210	196,745	201,913	199,556	170,309	236,252	292,132	315,410	327,378
TOTAL		\$810,700	\$926,179	\$958,754	\$1,011,022	\$959,151	\$961,084	\$1,161,707	\$1,302,030	\$1,399,077	\$1,462,071



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-6600

Clerk & Comptroller's Report 16. 3.

BCC Regular Meeting

Consent

Meeting Date: 08/21/2014

Issue: Acceptance of Documents

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

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. The certified proofs of publication of the advertisements for Unclaimed Overpayments/ Refunds and Unclaimed Cash Bonds held by the Office of the Clerk of the Circuit Court and Comptroller, as published in The Escambia Sun-Press, LLC, on July 3, 2014;

B. A copy of the 2014 Tentative Budget for the Northwest Florida Water Management District (NFWMD), pursuant to Section 373.536, Florida Statutes, as provided by Celta Wolverton, Budget and Fiscal Analyst, Division of Administration, NFWMD, via e-mail on July 31, 2014;

C. A copy of the Santa Rosa Island Authority Fiscal Year 2014-2015 Budget, as provided by W.A. "Buck" Lee, Executive Director, Santa Rosa Island Authority; and

D. The original Contract for Sale and Purchase and closing documents relative to the purchase of real property, located on Ashland Avenue, from Chavers Construction, Inc., as approved by the Board on May 2, 2013.

Attachments

Certified Proofs

NFWMD FY 2014-2015 Budget

SRIA FY 2014-2015 Budget

20130502 CAR II-12 Closing Documents

THE ESCAMBIA SUN-PRESS, LLC



LEGAL NOTICE

NOTICE IS HEREBY GIVEN THAT THE ESCAMBIA COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER'S OFFICE INTENDS TO INITIATE FORFEITURE PROCEEDINGS PURSUANT TO SECTION 116.21 FLORIDA STATUTES AGAINST UNCLAIMED MONIES. PERSONS HAVING OR CLAIMING ANY INTEREST IN SAID FUNDS OR ANY PORTION OF THEM, SHALL FILE THEIR WRITTEN CLAIMS WITH THE CLERK OF ESCAMBIA COUNTY, FLORIDA, HAVING CUSTODY OF SUCH FUNDS BY SEPTEMBER 1, 2014. SUFFICIENT PROOF SHALL BE SUBMITTED TO SAID CLERK OF OWNERSHIP AND UPON DOING SO SHALL BE ENTITLED TO RECEIVE SAID FUNDS. IF UNCLAIMED, THESE FUNDS SHALL BE DECLARED FORFEITED TO THE ESCAMBIA COUNTY CLERK'S FINE AND FORFEITURE FUND AND ALL CLAIMS SHALL BE FOREVER BARRED.

PUBLISHED WEEKLY SINCE 1948

(Warrington) Pensacola, Escambia County, Florida

STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared
Michael J. Driver

who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a NOTICE in the matter of CASH BONDS ESCAMBIA COUNTY CLERK OF COURT CASH BONDS

in the Court was published in said newspaper in the issues of JULY 03, 2014

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, 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 he 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.

Michael J. Driver

PUBLISHER

Sworn to and subscribed before me this 03RD day of JULY A.D., 20 14

Denise G. Turner

DENISE G. TURNER

NOTARY PUBLIC

Denise G. Turner
Notary Public
State of Florida

My Commission Expires 08/24/2016
My Commission No. EE 207775

Cash Bond Depositor	\$300.00
Albertelli Law	\$11.52
Amber M Burzlaiff	\$75.00
April Q McGraw	\$225.00
Ashley L Smith	\$100.00
Borack & Associates PA	\$100.00
Bray & Lunsford PA	\$100.00
Brian D Stromas	\$60.00
Carissa L Parker	\$25.00
Carver Darden Koretzky Tessier ET AL	\$100.00
Charles Matthew Hutt	\$100.00
Choice Legal Group PA	\$100.00
Deborah L Markham	\$100.00
Douglas Zahm PA	\$600.00
Edna Gonzales	\$250.00
Elizabeth R Welborn	\$200.00
Florida Default Law Group	\$100.00
Gilbert & Garcia PA	\$100.00
Gilbert McGrotty Group PA	\$100.00
Gladstone Law Group PA	\$2,000.00
Gray Robinson PA	\$100.00
Greenspoon Marder PA	\$100.00
Hayt Hayt & Landau PL	\$100.00
Jeremy R Dion	\$100.00
Jonathan B Lane	\$627.00
Jose Ayala	\$500.00
Jose Martinez-Montez	\$34.00
JP Morgan Chase Legal Department	\$100.00
Kass Shuler PA	\$200.00
Kelly Kronenberg Gilmartin Fichtel Wander Bamdas Eskalyo	\$100.00
Dunbrack PA	\$100.00
Law Offices Of Marshall C Watson PA	\$100.00
Linda B Stewart	\$103.37
Margaret Long-Tarkowski	\$25.00
Miguel Angel Martinez-Sanchez	\$200.00
Morris Hardwick Schneider LLC	\$200.00
Ngoc Nhu Tran	\$250.00
Olivia I Althelus	\$25.00
Pelham Law	\$300.00
Philip A Orsi	\$400.00
Raymond L Howard	\$250.00
Robertson Anschutz Schneid PL	\$300.00
Ronald R Wolfe & Associates PA	\$200.00
Ruth Ryan	\$500.00
Ryan D Allen	\$500.00
Shapiro Fishman Gache LLP	\$200.00
Shutts & Bowen LLP	\$100.00
Silvestre P Palacios	\$50.00
Simon Galvan-Ceja	\$1,073.50
Sirote & Permutt PLC	\$100.00
Squire Sanders & Dempsey LLP	\$100.00
Thomas J Moore	\$500.00
Tripp Scott PA	\$100.00
Wesley D Ripka	\$612.00
William D Anderson Esq	\$777.96
Zachary W Stuart	\$100.00

THE ESCAMBIA SUN-PRESS, LLC



PUBLISHED WEEKLY SINCE 1948

(Warrington) Pensacola, Escambia County, Florida

LEGAL NOTICE

NOTICE IS HEREBY GIVEN THAT THE ESCAMBIA COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER'S OFFICE INTENDS TO INITIATE FORFEITURE PROCEEDINGS PURSUANT TO SECTION 116.21 FLORIDA STATUTES AGAINST UNCLAIMED MONIES. PERSONS HAVING OR CLAIMING ANY INTEREST IN SAID FUNDS OR ANY PORTION OF THEM, SHALL FILE THEIR WRITTEN CLAIMS WITH THE CLERK OF ESCAMBIA COUNTY, FLORIDA, HAVING CUSTODY OF SUCH FUNDS BY SEPTEMBER 1, 2014. SUFFICIENT PROOF SHALL BE SUBMITTED TO SAID CLERK OF OWNERSHIP AND UPON DOING SO SHALL BE ENTITLED TO RECEIVE SAID FUNDS. IF UNCLAIMED, THESE FUNDS SHALL BE DECLARED FORFEITED TO THE ESCAMBIA COUNTY CLERK'S FINE AND FORFEITURE FUND AND ALL CLAIMS SHALL BE FOREVER BARRED.

STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared
Michael J. Driver

who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a

NOTICE in the matter of OVERPAYMENTS

ESCAMBIA COUNTY CLERK OF COURT OVERPAYMENTS

_____ in the _____ Court
was published in said newspaper in the issues of _____
JULY 03, 2014

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, 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 he 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.

Michael J. Driver

PUBLISHER

Sworn to and subscribed before me this 03RD
day of JULY A.D., 20 14

Denise G. Turner

DENISE G. TURNER

NOTARY PUBLIC

Denise G. Turner
Notary Public
State of Florida

My Commission Expires 08/24/2016
My Commission No. EE 207775

Overpayments/Refunds

Alan D Hartzell	\$30.00
Alexander R Stefano	\$160.00
Angela C Johnson	\$29.00
Ashley N Dale	\$38.61
Austin L Khamiss	\$11.75
Buckingham Doolittle & Burroughs LLP	\$28.80
Charles L Clark	\$70.74
Christopher D Parks	\$66.99
Dennis M Hodge	\$50.00
Dwayne E Richardson	\$15.93
Eleanore Calhoun	\$286.59
Gladstone Law Group PA	\$12.50
Hancock Bank	\$45.00
Kimberly M Alexanderwhite	\$25.00
Law Offices of Andreu Palma & Andreu PL	\$763.00
Phisooouth Keoudore	\$14.90
Pollack & Rosen PA	\$375.00
Redinia M Money	\$10.80
Richard Hodges	\$11.61
Samuel A Dee Hall	\$14.00
Smith & Associates Consulting LLC	\$166.00
Stephanie M Shalin	\$90.27

oaw-1w-07-03-2014

Arlene Curb (COC)

From: Cleta Wolverton <Cleta.Wolverton@nwfwater.com>
Sent: Thursday, July 31, 2014 12:57 PM
To: webbaycoclerk@baycoclerk.com; chand@calhounclerk.com; Arlene Curb (COC); egriffith@franklinclerk.com; clerkofcourt@gadsdenclerk.com; info@gulfclerk.com; avickers@holmesclerk.com; clerkjack@digitalexp.com; kreams@jeffersonclerk.com; bbinzer@leoncountyfl.gov; info@libertyclerk.com; gstanford@clerkofcourts.cc; wardj@flcjn.net; gjames@wakullaclerk.com; penwilliam@co.walton.fl.us; jodom@washingtonclerk.com
Cc: Wendy Dugan; Amanda Bedenbaugh; Brett Cyphers; Lauren Engel
Subject: Northwest Florida Water Management District (NFWFMD) - August 1, 2014 Tentative Budget Report
Attachments: 7.30.2014 Tentative Budget Letter GOV.pdf; NFWFMD - Tentative Budget Report 14-15 - 7-30-14 FINAL.pdf

Dear County Clerks of Court:

In accordance with the provisions of Section 373.536(5)(c), Florida Statutes, the Northwest Florida Water Management District's Standard Format Tentative Budget Submission including information for the preceding fiscal year, the current fiscal year, and proposed amounts for the upcoming fiscal year is now available. Please find the cover letter and the report attached for your information.

If you have any questions regarding this report, please reply to this message, or contact Mrs. Wendy Dugan, Director, Division of Administration at (850)539-5999.

Cleta Wolverton

Budget and Fiscal Analyst
Division of Administration
Northwest Florida Water Management District
850-539-5999 Ext. 206

<http://www.nwfwater.com>



Jonathan P. Stevenson
Executive Director

Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

August 1, 2014

The Honorable Rick Scott, Governor
Plaza Level, The Capitol
400 South Monroe Street
Tallahassee, FL 32399-0001

Subject: Northwest Florida Water Management District
Tentative Budget for Fiscal Year 2014–2015

Dear Governor Scott:

The Northwest Florida Water Management District respectfully submits its Tentative Budget for Fiscal Year (FY) 2014-2015, in accordance with section 373.536, Florida Statutes. Through the enclosed Tentative Budget of \$52.5 million, the District continues to demonstrate its focus on moving forward with projects and activities that will provide a direct benefit to the water resources and communities of Northwest Florida.

This budget also reflects the District's commitment to protecting the environment without adding to the financial burden of our residents. The FY 2014-2015 Tentative Budget proposes levying the roll-back millage rate of .039, which is less than the 0.04 assessed in FY 2013-2014 and 22 percent below the constitutional and statutory cap of 0.05.

The District remains committed to implementing priority projects during the upcoming fiscal year, including springs restoration; the development of minimum flows and levels; water supply development assistance; and protection of the Apalachicola River and Bay and St. Andrew Bay watersheds. The District will also continue to move forward with improvements to our Information Technology and data collection and monitoring system, which will help our dedicated staff better achieve our goals.

The District's major objectives for FY 2014-2015 focus on its core mission of water supply, water quality, natural systems and flood protection and include:

- \$8.2 million for springs restoration and protection projects. This includes more than \$6.8 million in newly appropriated funding that was recommended by you and appropriated by the Legislature during the 2014 Legislative Session to implement projects to improve the health of springs ecosystems throughout Northwest Florida.
- \$2.4 million for the development of minimum flows and levels (MFLs). This funding will be used to help the District accomplish our ambitious schedule to develop MFLs—a major component of our overall effort to ensure the long-term protection and sustainability of

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

JOHN ALTER
Malone

GUS ANDREWS
DeFuniak Springs

STEPHANIE BLOYD
Panama City Beach

GARY CLARK
Chipley

JON COSTELLO
Tallahassee

NICK PATRONIS
Panama City Beach

BO SPRING
Port Saint Joe

our water resources. The District will move forward with intensive hydrologic, ecologic and water quality data collection that is vital to a successful MFL program.

- \$15 million water supply development assistance to local governments and non-profit utilities. This includes \$8 million for a new cycle of competitive grant funding designed to help communities in Northwest Florida meet local water supply challenges.
- \$3.8 million for the protection and restoration of the Apalachicola River and Bay watershed. The District will continue to partner with state and local agencies to improve the health of this environmentally and economically important natural system, including the development of a hydrodynamic model that will help assess and evaluate potential actions to improve and maintain a healthy bay.
- \$3.6 million for the restoration and protection of the St. Andrew Bay watershed. This includes grant funding assistance to local governments for water quality improvement activities, including four stormwater retrofits that will treat runoff generated from more than 500 acres of drainage area.

Thank you for your consideration of our FY 2014-2015 Tentative Budget. We look forward to continuing to work closely with your office, the Florida Legislature and the Florida Department of Environmental Protection to finalize our budget and protect and restore the water resources of our region. Please contact me if you have any questions or any additional information is required.

Sincerely,



Jonathan P. Steverson
Executive Director

Enclosures

cc:

The Honorable Don Gaetz, President, Florida Senate

The Honorable Will Weatherford, Speaker, Florida House of Representatives

The Honorable Joe Negrón, Chair, Senate Committee on Appropriations

The Honorable Alan Hays, Chair, Senate Appropriations Subcommittee on General Government

The Honorable Charles Dean, Sr., Chair, Senate Committee on Environmental Preservation and Conservation

The Honorable Seth McKeel, Chair, House Appropriations Committee

The Honorable Ben Albritton, Chair, House Agricultural and Natural Resources Appropriations Subcommittee

The Honorable Jim Boyd, Chair, House State Affairs Committee

The Honorable Matthew Caldwell, Chair, Agriculture and Natural Resources Subcommittee

Executive Office of the Governor

Herschel T. Vinyard Jr., Secretary, Florida Department of Environmental Protection



NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

August 1, 2014

TENTATIVE BUDGET SUBMISSION

(Pursuant to section 373.536, Florida Statutes)

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Foreword

To ensure the fiscal accountability of the water management districts, section 373.536, Florida Statutes (F.S.), authorizes the Executive Office of the Governor (EOG) to approve or disapprove water management district (WMD) budgets, in whole or in part. Section 373.536, F.S., also directs the water management districts to submit a tentative budget by August 1 in a standard format prescribed by the EOG. The content and format of this report were developed collaboratively by the staffs of the Governor's Office, Senate, House of Representatives, Department of Environmental Protection (DEP) and all five water management districts. It utilizes the statutory programs to standardize the accounting between districts. This report has been prepared to satisfy the requirements of section 373.536, F.S.

In compliance with statutory requirements, the District submitted a tentative budget for consideration by the District's Governing Board on July 10, 2014. The District now submits this August 1, 2014, tentative budget for review by the Governor, the President of the Senate, the Speaker of the House of Representatives, the Legislative Budget Commission, the Secretary of the Department of Environmental Protection, and the governing body of each county in which the District has jurisdiction or derives any funds for the operations of the District.

The Fiscal Year (FY) 2014-2015 tentative budget is scheduled for two public hearings before final adoption. The first hearing will take place on September 11, 2014, and the final budget adoption hearing will take place on September 25, 2014. Because this August 1 submission is a tentative budget, readers are advised to obtain a copy of the District's final budget when it becomes available after September 25, 2014, via the District's website: <http://www.nwfwater.com>.

Introduction

A. History of Water Management Districts

Due to extreme drought and shifting public focus on resource protection and conservation, legislators passed four major laws in 1972: the Environmental Land and Water Management Act, the Comprehensive Planning Act, the Land Conservation Act and the Water Resources Act. Collectively, these policy initiatives reflect the philosophy that land use, growth management and water management should be joined.

Florida's institutional arrangement for water management is unique in the United States and beyond. The 1972 Water Resources Act (WRA) granted Florida's five water management districts broad authority and responsibility. Two of the five districts existed prior to the passage of the WRA (South Florida and Southwest Florida), primarily as flood control agencies. Today, the responsibilities of all five districts encompass four broad categories: water supply (including water allocation and conservation), water quality, flood protection and natural systems management.

Regional water management districts, established by the Legislature and recognized in the State Constitution, are set up largely on hydrologic boundaries. Water management districts are funded by ad valorem taxes normally reserved for local governments using taxing authority which emanates from a constitutional amendment passed by Floridians in 1976. The water management districts are governed regionally by boards appointed by the Governor and confirmed by the Senate. DEP also provides general oversight at the state level.

Florida water law, embodied largely in Chapter 373, F.S., combines aspects of Western (prior appropriation) and Eastern (riparian) water laws. In Florida, water is a resource of the state, owned by no one individual, with the use of water overseen by water management districts acting in the public interest. The original law recognized the importance of balancing human needs for water with those of Florida's natural systems.

Each of Florida's water management districts has a history that cannot be completely detailed here. Together, these unique organizations work with state and local governments to assure the availability of water supplies for all reasonable and beneficial uses; protect natural systems in Florida through land acquisition, management and ecosystem restoration; promote flood protection; and address water quality issues. The reader should review the websites and contact officials at each district for further details.

Introduction

B. Overview of the District

The Northwest Florida Water Management District stretches from the St. Marks River basin in Jefferson County to the Perdido River in Escambia County. The District is one of five water management districts in Florida created by the Water Resources Act of 1972. Sixteen counties lie within the Northwest Florida Water Management District, including Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton and Washington counties, as well as the westernmost portion of Jefferson County.

Within the District's 11,305-square mile area lie several major hydrologic (or drainage) basins: Perdido River and Bay System, Pensacola Bay System (Escambia, Blackwater and Yellow rivers), Choctawhatchee River and Bay Systems, St. Andrew Bay System, Apalachicola River and Bay System, Ochlockonee River and Bay System and St. Marks River Basin (Wakulla River). With approximately 1.39 million residents, the northwest region represents approximately 7.2 percent of the state's population and 21 percent of its land area.

A nine-member Governing Board guides the District's budget and activities. Board members are appointed by the Governor and confirmed by the Florida Senate to serve four-year terms without compensation. Members may be re-appointed. An Executive Director oversees a staff of 101 authorized positions and 9 Other Personal Services (OPS) positions that include hydrologists, geologists, biologists, engineers, planners, foresters, land managers and various administrative personnel.

The Northwest Florida Water Management District has three public office facilities strategically located to provide convenient access to citizens within its 16 county area. The locations of these offices are:

HEADQUARTERS

81 Water Management Drive
Havana, Florida 32333-4712
(850) 539-5999

FIELD OFFICES

Carr Building
3800 Commonwealth Blvd
Tallahassee, Florida 32399
(850) 921-2928

180 E. Redstone Avenue
Crestview, FL 32539
(850) 683-5044

C. Mission and Guiding Principles of the District

The mission of the Northwest Florida Water Management District is to implement the provisions of Chapter 373, F.S., in a manner that best ensures the continued welfare of the residents and water resources of Northwest Florida.

Introduction

D. Development of the District Budget

Florida and its water management districts are faced with many long-term challenges and must work efficiently to meet the water resource protection and water supply needs given current fiscal constraints. The Northwest Florida Water Management District is committed to developing budgets that offer efficient and effective levels of service to its citizens while striving to operate within the financial means of the region's taxpayers.

The District continues to conduct a taxpayer-friendly budget process that is policy-based, priority-driven and fully accountable to taxpayers. To ensure optimal performance from all programs that receive tax dollars, the District will continue to re-examine each program's effectiveness and value to water resources and the citizens of Northwest Florida. District staff works closely with the EOG, DEP and Legislature during each budget cycle and throughout the year to further realize this standard.

The proposed Tentative Budget of the Northwest Florida Water Management District for FY 2014-2015 is created, presented and adopted in compliance with the provisions of sections 200.065, 373.507, 373.535 and 373.536, F.S. The EOG, DEP, the District's Governing Board, Executive Director and key staff, and the general public all play major roles in the budget process. As of August 1, 2014, the proposed Tentative Budget is submitted to the Governor and Legislature for review and comment.

The approved Preliminary Budget was used as the basis for developing the Tentative Budget for submission on August 1. Proposed Tentative Budgets are presented to the Governing Board during meetings open to the public in July of each year. Two public hearings on the Tentative Budget are held in September prior to budget adoption, with the final budget being enacted at the second budget hearing.

Introduction

E. Budget Guidelines

The District continues to develop its budget within the guidelines established by Governor Scott and DEP Secretary Vinyard, which include:

- The ongoing review of personnel, programs and activities to ensure that each district is meeting its core mission without raising costs for the taxpayers they serve;
- Ensuring that District employee benefits are consistent with those provided to state employees;
- Continuing District implementation plans for the beneficial use of excess fund balances; and
- Avoiding new debt.

The District-specific guidelines developed by the Governing Board and District management include:

Maintain core mission responsibilities:

- Water supply;
- Water quality;
- Natural systems; and
- Flood protection.

Maintain commitment to programmatic responsibilities:

- Springs restoration and protection;
- Surface Water Improvement and Management (SWIM) projects to benefit Apalachicola and St. Andrew bays;
- Minimum Flows and Levels;
- Environmental Resource Permitting and Consumptive Use Permitting; and
- Land management, including long-term maintenance of mitigation lands funded through the Florida Department of Transportation (FDOT).

Maintain commitment to cooperative funding projects:

- Water resource and supply development assistance for local governments and non-profit utilities;
- Agriculturally-focused Mobile Irrigation Laboratory, Sod-Based Crop Rotation, and other best management practice (BMP) cost share programs;
- Assistance for the coastal interconnect project; and
- Cooperative technical and financial support for local governments seeking to join the District in improving water quality.

Maintain commitment to other District projects:

- Risk Mapping, Assessment and Planning (Risk MAP) program funded by the Federal Emergency Management Agency (FEMA);
- Information Technology improvements.

Introduction

F. Budget Development Calendar and Milestones

October – November 2013

- FY 2013-2014 begins. (10/1)
- Staff develops FY 2014-2015 Preliminary Budget.

December 2013

- Draft Preliminary Budget provided to DEP and Governor's Office of Policy and Budget for review.

January 2014

- Draft Preliminary Budget presented to the Governing Board for approval. (1/9)
- Preliminary Budget submitted to Legislature. (1/15)

March 2014

- Legislative Preliminary Budget comments due to the District. (3/1)
- District's response to legislative comments on Preliminary Budget due. (3/15)

May - June 2014

- Staff amends the Preliminary Budget as needed to develop the FY 2014-2015 Tentative Budget.
- Property Appraisers provide taxable value estimates. (6/1)

July 2014

- If no action is taken by the Legislature on the Preliminary Budget, the District may proceed with development of the Tentative Budget. (7/1)
- Property appraisers provide certificates of taxable values – TRIM. (7/1)
- The Governing Board approves millage rate and Tentative Budget. (7/10)
- Budget presentation to DEP and Governor's Office of Policy and Budget.

August 2014

- Tentative Budget is submitted. (8/1)
- TRIM DR420 sent to property appraisers.
- Tentative Budget presented to legislative staff.

September 2014

- Legislative Tentative Budget comments due. (9/5)
- Public hearing on the Tentative Budget. (9/11)
- Governor and Legislative Budget Commission disapproval of Tentative Budget due. (9/18)
- Governing Board adopts FY 2014-2015 millage rate and Budget after final public hearing. (9/25)
- FY 2013-2014 ends. (9/30)

October 2014

- FY 2014-2015 begins. (10/1)

Budget Highlights

A. Current Year Accomplishments

Springs Restoration and Protection

The District is committed to restoration and protection of the quality and quantity of water that flows from springs in Northwest Florida. A suite of projects have been developed to restore areas surrounding spring vents as well as assess, protect and improve the water quality within the springs' groundwater contribution area. These efforts are also complemented by the dedicated focus to establish MFLs for the St. Marks River, Wakulla Springs and Sally Ward system as well as Jackson Blue Spring.

Newly Appropriated Springs Restoration Projects

In addition to the important projects discussed below, the District will begin a wide range of restoration and protection projects throughout the region with funds recommended by the Governor and appropriated by the Legislature during the 2014 Legislative Session. From this appropriation to the Department of Environmental Protection and upon approval of the Legislative Budget Commission, the District will use \$6.8 million to fund projects that will help improve conditions in Wakulla Springs, Jackson Blue Spring, as well as springs associated with the Holmes Creek and Econfina Creek systems.

Williford Spring

Extensive shoreline and habitat restoration work for Williford Springs, a second-magnitude spring on Econfina Creek, was initiated in June 2014. The major components of the project are expected to be completed during FY 2013-2014, with additional facilities and site improvements to be completed in FY 2014-2015.

Jackson Blue Spring

A new spring protection initiative well underway for FY 2013-2014 is the District's Agricultural Equipment Cost Share Program. The program provides grant funding to producers to improve irrigation and nutrient application efficiencies in the Jackson Blue Spring groundwater contribution area. To date, over 50 applications have been processed and \$400,000 obligated to assist the farmers. This cost share grant program is a cooperative effort between the District, DEP, the Florida Department of Agriculture and Consumer Affairs (DACS) and the Jackson Soil and Water Conservation District.

Streambank Restoration and Protection for Hightower Springs, Spurling and Live Oak Landings

The District has entered into a cooperative agreement with Washington County to conduct streambank restoration and protection measures along the extensive Holmes Creek spring run (57 springs have been identified along this stretch of the creek). The measures developed for implementation include constructing stormwater facilities at Hightower Springs, Spurling and Live Oak Landings within the Holmes Creek Water

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Management Area (WMA). In addition, public access and recreation enhancements have been scheduled for each of these sites within the Holmes Creek spring run.

Mobile Irrigation Laboratory

The District accomplished continued support for the Mobile Irrigation Lab (MIL), which is a cooperative effort with the West Florida Resource Conservation & Development Council, DACS and the U.S. Natural Resources Conservation Service (NRCS). The MIL provides a free service to agricultural producers that helps identify inefficiencies in their irrigation systems and implement appropriate agricultural best management practices (BMPs) to enhance water use efficiency and reduce nutrient loading. In this fiscal year, team members have completed 27 initial evaluations and 37 follow-up evaluations, covering an irrigated area of 5,146 acres. The total water savings from this work, estimated by the Lab, is approximately 0.58 million gallons of water per day. These efforts protect groundwater and springs and support long-term efforts to protect and improve watershed conditions.

Sod-Based Crop Rotation Program

The District renewed a grant with the University of Florida's Institute of Food and Agricultural Sciences (IFAS) for continued research and public outreach on the Sod-Based Rotation Program. The funding supported the evaluation of alternative (non-traditional) crops for effectiveness in reducing water and nutrient use. This project complements the District's Agriculture BMP and Mobile Irrigation Laboratory programs that help protect the quality and quantity of water within the Jackson Blue Spring groundwater contribution area.

Spring Water Quality and Flow Monitoring

In FY 2013-2014, the District continued collecting quarterly water quality samples at Wakulla, Jackson Blue, Pitt, Econfinia Blue and Williford springs. The District also measures continuous spring flow at Jackson Blue and Wakulla springs. Partnering with the City of Tallahassee and DEP, the District re-established continuous flow measurements on the Spring Creek Springs Group in coastal Wakulla County in FY 2013-2014. These monitoring activities support the ongoing MFL technical assessment for the St. Marks, Wakulla Springs and Sally Ward Springs complex (including Spring Creek). The District has also worked closely with DEP on establishing continuous real-time water quality monitoring at Wakulla and Jackson Blue springs.

Minimum Flows and Levels

To ensure a sustainable supply of water both for our citizens and environment, the District is committed to developing a meaningful Minimum Flows and Levels (MFL) program. Over the past fiscal year, the District has allocated \$1.1 million and significant staff resources toward establishing protective MFLs for Northwest Florida's water resources.

The District has commenced work on MFL development for six waterbodies in Northwest Florida: St. Marks River Rise, Wakulla Springs, Sally Ward Spring, Jackson

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Blue Spring, the Floridan aquifer in coastal Franklin County, and the Floridan aquifer in coastal Planning Region II (Okaloosa, Santa Rosa, and Walton counties). The technical assessment of the first MFL, St. Marks River Rise, will be completed in 2018.

During FY 2013-2014, a detailed work plan was developed that describes the process, technical assessments and schedule for establishing MFLs for the St. Marks River Rise, Wakulla Springs and Sally Ward Spring system. To fill data gaps, the District initiated an expanded monitoring program for this system including the construction of new monitor wells and enhanced monitoring of surface water discharge, Spring Creek flow, and aquifer levels. Additional work plans are anticipated to be complete by the end of the fiscal year for Jackson Blue Spring and the coastal Floridan aquifer in Planning Region II. To provide a foundation for the completion of MFL technical assessments of the Floridan aquifer in coastal Franklin County, saltwater intrusion management strategies and MFLs implemented elsewhere in Florida and the Southeastern U.S. were reviewed. Future activities for coastal Franklin County will focus on data collection and groundwater model development.

Water Supply

Funding Assistance to Local Governments

In February 2014, the Governing Board awarded \$9,910,000 in new grant funding for 24 water supply development projects that address important local and regional needs throughout the District. Funded projects will help communities replace aging water distribution systems, increase both potable and reclaimed water storage, develop system interconnections, and extend and improve potable and reclaimed water systems. Nineteen of the projects funded serve financially disadvantaged communities. It is anticipated that the District grant funding will leverage over \$5 million in additional funding from both local and federal sources. These funds also complement state legislative appropriations in making significant new investments in public water supply infrastructure in Northwest Florida.

In March 2014, the District awarded \$5,470,000 from the Water Protection and Sustainability Program Trust Fund to Bay County to supplement over \$15 million in local funding for construction of a surface water intake near the mouth of Econfinia Creek and transmission pipeline, which will provide protection from coastal storm surge events. The project is a priority of the Region III RWSP.

Water Supply Assessment

During FY 2013-2014, the District completed an update to the District-wide Water Supply Assessment (WSA). The WSA provides a current evaluation of the sufficiency of existing and anticipated water sources across Northwest Florida for meeting future water demands while also sustaining water resources and associated natural systems. The 2013 WSA update includes water use estimates for the 2010 base year, demand projections for a 20-year planning period (2015-2035), and water resource assessments for each of the District's seven water supply planning regions. Based on the completed WSA update, staff provided recommendations to the Governing Board concerning regional water supply planning needs. Staff recommendations included continuing

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regional water supply planning for Region II (Santa Rosa, Okaloosa and Walton counties) and Region III (Bay County). Staff further recommended discontinuation of regional water supply planning in Region V (Gulf and Franklin counties), because the major project identified in the plan has been completed and because currently available water resources are considered sufficient to meet projected demands over the planning horizon. The Governing Board approved staff recommendations in February 2014.

Regional Water Supply Plan Implementation

Regional Water Supply Plan (RWSP) implementation continued for water supply planning regions II and III. In Region II, recently completed projects have fulfilled a major objective of the RWSP by increasing the capacity of utilities to deliver inland groundwater to meet coastal water use demands. New water transmission pipelines have particularly expanded capacities to deliver water from inland wells in Walton County to meet the needs of populations served by Regional Utilities, South Walton Utility Company and Destin Water Users. In the past three years, the District contributed over \$3 million for construction of these facilities, matched by over \$18 million in local funding. During FY 2013-2014, District staff continued reuse planning efforts, focused on identifying opportunities to expand the reuse of reclaimed water throughout the District.

Apalachicola-Chattahoochee-Flint River Basin

Management of water resources in the Apalachicola-Chattahoochee-Flint (ACF) basin continues to be a challenge for the State and the District, particularly in light of the fact that nearly 90 percent of the watershed lies outside the State of Florida. Extreme low-flow conditions in the Apalachicola River, created in large part by upstream consumptive use and reservoir operations, have resulted in significant impacts to fisheries in Apalachicola Bay, creating economic and ecological harm. The District continues its efforts to protect and restore these valuable water resources, the economy and the irreplaceable way of life through the activities described below.

Technical Assistance

The District has continued to provide technical assistance to the Governor's Office and DEP on a variety of issues related to freshwater allocation. These include development of an updated three-dimensional (3D) hydrodynamic model of Apalachicola Bay; evaluation of alternative operating procedures for the U.S. Army Corps of Engineers' (COE) reservoir system through revisions to the Water Control Manual; exploration of options for dealing with the upstream states on water management activities; and participation in interstate stakeholder coordination efforts.

Intergovernmental Cooperation

Staff continued to work with the Governor's office, other state agencies, including DACS, DEP and the Florida Fish and Wildlife Conservation Commission (FWC), as well as local governments to understand and counter the effects of the recent collapse of the bay fisheries. These efforts include planning for construction of a series of local water

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quality improvement projects, development of a bay management plan, and additional studies targeting freshwater needs of the system.

Hydrodynamic Modeling

The District is developing a new 3D hydrodynamic model to simulate circulation and salinity within Apalachicola Bay to examine a variety of freshwater inflow questions. The new model will include a graphical user interface and statistical summaries, and will allow for coupling with various water quality and ecological models. The hydrodynamic model will be applicable to the above-mentioned technical assistance and intergovernmental coordination efforts and will assist in answering management-related questions concerning the distribution of freshwater in the bay and its effects on salinity and circulation, both of which have far-reaching influence on bay flora and fauna.

Funding Assistance to Local Governments

The District worked with local governments to retrofit existing stormwater management systems to improve water quality in the bay by reducing nonpoint source pollution (activities described further below).

Watershed Resource Protection and Restoration

The District continues to focus on efforts to protect and restore water quality and estuarine habitats within both Apalachicola and St. Andrew bays under the auspices of the Surface Water Improvement and Management (SWIM) program.

Apalachicola Bay SWIM

Following earlier basin screening and project planning efforts, the District entered into agreements with the cities of Apalachicola and Carrabelle to fund engineering and construction for five stormwater retrofit projects to improve water quality in the bay while also providing flood relief for the communities. These funding agreements have allocated previously appropriated funds from the Ecosystem Management and Restoration Trust Fund, together with legislative funding appropriated in 2013. The District has also continued support for the Mobile Irrigation Lab and the Sod Based Crop Rotation program, which are cooperative programs with DACS, the U.S. Natural Resources Conservation Service (NRCS), and the University of Florida to identify and implement agricultural best management practices (BMPs) within the Jackson Blue Spring basin. These efforts enhance water use efficiency, reduce nutrient loading, and support long-term efforts to protect and improve watershed conditions. The funding also complements state springs restoration funding to further the implementation of agricultural BMPs in the Jackson Blue Spring basin.

St. Andrew Bay SWIM

Within the St. Andrew Bay watershed, priority projects have been identified in cooperation with several local governments. Four priority urban stormwater retrofit projects and one sediment abatement/erosion control project have been implemented and are expected to be completed in FY 2014-2015. Restoration work on Williford

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Springs, a second-magnitude spring on Econfina Creek, began in June 2014. The major shoreline and habitat restoration work is expected to be completed during FY 2013-2014, with the recreational facilities and site improvements anticipated to be completed in FY 2014-2015.

RESTORE Act

Throughout FY 2013-2014, District staff provided technical and organizational assistance to support Florida's efforts to identify watershed challenges and opportunities and develop a project plan to achieve significant restoration and protection of coastal waterbodies pursuant to the federal Resources and Ecosystems Sustainability, Tourism Opportunities and Revived Economies (RESTORE) Act. In addition to ensuring an optimal response to impacts caused by the Deepwater Horizon incident, the District and other state and federal agencies are working in collaboration with a broad base of public and private stakeholders to achieve a transformational enhancement of regional watershed management—protecting and restoring coastal ecosystems and associated economic resources and public uses.

MOEX

As a part of the Deepwater Horizon oil spill settlement with MOEX Offshore, LLC, DEP identified several stormwater quality projects for implementation. These projects are intended to improve surface water quality in coastal Gulf of Mexico waters. DEP has retained the District to provide engineering design, permit preparation and limited construction administration services for three of these projects: the Lisenby Avenue stormwater management facility (St. Andrew Bay) and the Overbrook and Tanglewood stormwater facilities (Choctawhatchee Bay).

Construction is expected to begin on the Lisenby Avenue project as soon as a permit from the U.S. Army Corps of Engineers (USACE) is received, and is anticipated to be completed in FY 2014-2015. Construction plans and permits are completed for the Overbrook and Tanglewood projects; construction is expected to be completed in FY 2014-2015.

Tate's Hell State Forest Restoration

The District has continued to spearhead hydrologic restoration efforts within Tate's Hell State Forest. Since initiating the original purchase for the forest in 1994, the District has worked closely with the Florida Forest Service (FFS) to develop and implement a plan to restore many of the historical wetlands and flow pathways severely altered by past forestry practices (i.e., construction of a network of roads and ditches for access and drainage). The District continues to collaborate with the FFS on hydrologic restoration by participating as a member of the Tate's Hell State Forest Liaison Advisory Committee, a public forum for stakeholder input to the FFS on planned activities in the forest.

The District completed the Pine Log Creek basin project (14,807 acres) in the spring of 2012, the Juniper Creek basin (6,840 acres) and Doyle Creek basin (7,256 acres) projects in spring 2013, and the Whiskey George Creek basin project (19,861 acres) in

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spring 2014. The four hydrologic restoration projects included three miles of road removals and installation of 27 low-water crossings, 36 culvert improvements, and 69 ditch blocks. These efforts will enhance flows and improve water quality in East Bay, one of the primary nursery areas of Apalachicola Bay.

Monitoring and Data Collection

During FY 2013-2014, a major priority for both water resource development and water supply planning has been expanding and enhancing the District's water resource monitoring network. Enhancements initiated include installation of additional water level, water quality and rainfall stations, and substantially increased monitoring frequency. These improved capabilities are vital to supporting resource evaluations and cumulative impact assessments that will allow the District to protect water resources, further define alternative water supply potential, and support establishment of MFLs.

Staff coordinated with other governmental agencies on water resource monitoring and related issues through participation on several working groups and committees. These include DEP's Florida Water Resources Monitoring Council and its various subgroups; the Florida Geological Survey STATEMAP advisory committee; the Inter-district Potentiometric Mapping working group; and participation in the Florida Water Management Districts' Sea Level Rise Working Group.

Participation included the exchange and review of hydrologic data, technical input and comments on group discussions, and completion of tasks necessary to support the development of mutually beneficial group work products.

Water level data collected in September 2013 and May 2014 was used to draft statewide potentiometric surface maps of the Floridan Aquifer. The District's contribution to the mapping efforts included the collection and review of 238 water level measurements and the review of the contour lines using ArcGIS. The maps are interpretations of the potentiometric surface of the Floridan Aquifer and show regional scale features such as depression cones, which are the result of cumulative groundwater withdrawals.

Floodplain Management

Digital Flood Insurance Rate Maps

During FY 2013-2014, the District continued to develop and update modern digital flood insurance rate maps (DFIRMs) for counties across Northwest Florida. Updated DFIRMs became effective in February 2014 for Franklin and Jefferson counties. Preliminary DFIRMs have been released for Wakulla County and will become effective in September of this year. Detailed coastal remapping studies continue for Escambia, Santa Rosa, Okaloosa, Walton, Bay and Gulf counties. Preliminary DFIRMs are projected to be issued in the summer of 2015.

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Flood Information Portal

The Flood Information Portal is available online for all of Northwest Florida at portal.nwfwmdfloodmaps.com. The portal makes extensive data sources available to the public through an intuitive online interface and makes detailed flood information available down to the individual parcel level. A public website providing detailed LiDAR-based (Light Detection and Ranging) elevation and surface feature data for properties across Northwest Florida is also available. The data provided is 10 times more detailed than most previous topographic maps. This provides an important tool for many water resource management and flood protection functions. Residents and technical experts can also access the data to plan for activities including landscaping, resource protection, flood risk evaluation, and construction. The website is available at www.nwfwmdlidar.com.

Risk Mapping, Assessment and Planning Program

The focus of the District's current effort includes flood hazard mapping, assessment and planning evaluations at the watershed level as part of FEMA's Risk Mapping, Assessment and Planning (Risk MAP) program. This effort includes collaboration with state and local agencies to deliver quality data to increase public awareness of and support for actions that reduce flood-related risks. Risk MAP projects for the lower Ochlockonee River, Apalachicola River, New River, Chipola River, Pensacola Bay, Perdido Bay, Perdido River, and Apalachee Bay-St. Marks River watersheds have been initiated.

FDOT Mitigation

Since 1997, under section 373.4137, F.S., the District has implemented 25 mitigation sites on approximately 11,800 acres (3,900 acres wetland restoration and enhancement; 3,000 acres wetland preservation; and 4,900 acres upland buffer enhancements) and enabled the Florida Department of Transportation's (FDOT) District Three to move forward with nearly 60 transportation improvement projects. When the District's mitigation program was first initiated, there were no private mitigation banks in Northwest Florida, and until 2009 there was only one private bank that made credits available for purchase for FDOT projects. Today, approximately 36 percent (or about 4,120 square miles) of the District's jurisdiction is encompassed within private mitigation bank service areas. As the mitigator of last resort, the District does not compete with private mitigation banks and purchases mitigation credits from private banks when available, contingent upon approval of state and federal permitting authorities.

Highlights for FY 2013-2014 include successful prescriptive burning on 2,005 acres, invasive and exotic plant control on 605 acres, hardwood forest re-establishment through planting on 60 acres, and beaver and feral hog control activities on four mitigation sites. Also during FY 2013-2014, mitigation was completed for two FDOT projects outside of any private mitigation bank service area and remote from any existing District mitigation site. Monitoring in accordance with state and federal regulations was conducted on all sites with ongoing restoration and long-term maintenance.

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Land Management

A number of restoration and maintenance activities have been undertaken to protect and enhance natural areas. As the District makes all of its lands available to the public, staff also works to provide for resource-based recreational activities that are still protective of the natural and water resources.

Restoration

The District moved forward with numerous projects to restore and protect natural systems, water quality and habitat, including:

- Initiated spring restoration and protection construction efforts at Williford Spring in late April 2014. Restoration and protection efforts include, spring sediment removal, springbank restoration and protection, stormwater facilities, public access boardwalks and sidewalks, a canoe dock and mono-pile boardwalk, two small and one large picnic pavilion, composting toilet unit, parking lot and connector and interpretative trails. The District also secured \$377,000 from DEP and \$70,000 from the FWC to assist with this \$1.54 million project.
- Worked with Washington County to identify streambank restoration and protection activities at three boat launch sites along the Holmes Creek WMA. The project is anticipated to begin in late FY 2013-2014 and continue into FY 2014-2015, subject to receipt of regulatory permits.
- Initiated bank restoration and protection (stabilization) measures for Devil's Hole Swallet in the Econfina Creek WMA utilizing a public works inmate crew and in-house District staff. Approximately 75 percent of the project is complete. Outstanding work includes the construction of a public access boardwalk and some erosion dams, as well as landscaping with native species. The project is anticipated to be completed in mid-FY 2014-2015.

Maintenance

District land managers also worked to protect and enhance District-owned natural resources through a variety of maintenance activities, including:

- Evaluated 262.39 acres of District-owned land for surplus and made preparations for surplus land sales;
- Performed monitoring activities for 25 less-than-fee conservation easements;
- Completed three timber sales with a total combined revenue of \$1,100,000; and commenced three pine timber sales with an estimated revenue of \$2,500,000;
- Completed prescribed burns on 8,649 acres at an average cost of \$16.61 per acre, using both contract prescribed burners and in-house crews;
- Contracted for chemical site preparation services on 783 acres of clearcut timberland at a cost of \$67 per acre to prepare for longleaf pine planting in 2013-2014;
- Completed nuisance sand pine and hardwood tree eradication on 755 acres at an average cost of \$63.87 per acre;
- Planted 989,500 longleaf pine tree seedlings on 1,393 acres;

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- Planted 108,900 wiregrass plugs on 90 acres for wetland mitigation purposes; and
- Direct-seeded upland wiregrass on 18 acres within the Econfina Creek WMA for groundcover habitat restoration purposes utilizing in-house staff and 0.50 acres at the Yellow River Ranch for wetland mitigation purposes.

Public Access and Recreation

As part of its statutory responsibility to provide access to public lands, the District provides the opportunity for a range of resource-based recreational activities, such as boating, hiking, camping, hunting and fishing, while also striving to protect the resource. The District works to encourage recreation on District-managed lands through activities including:

- Hosted a special hunt for wounded veterans at Econfina Creek WMA with support from DACS' Operation Outdoor Freedom program;
- Issued 230 permits for reservation-only campsites and six special resource area permits for events on District lands.;
- Continued to manage over 80 public recreation sites and many miles of public access roads;
- Developed pages for new website that shows all District-owned public recreation sites;
- Developed and implemented a new online system for reserving campsites at 16 District recreation sites;
- Ordered and installed 116 signs associated with the new campsite reservation system; and
- Began construction of a new public access and recreation site at Burnt Sock Landing on Holmes Creek.

Land Acquisition

Land Surplus, Exchange or Donation

During FY 2013-2014, the District's Division of Land Management and Acquisition:

- Surplused 0.4 acres in the Blackwater River WMA, 1.5 acres in the Yellow River WMA and 38 acres in the Choctawhatchee River WMA;
- Exchanged 61.1 acres for 50 acres in the Yellow River WMA;
- Donated the following:
 - 1,176.6 acres in the Yellow River WMA to the International Improvement Trust Fund of the State of Florida (Governor and Cabinet); and
 - 1.4 acres in the Econfina Creek WMA to Bay County for an alternative water supply project

Regulatory Services

The Division of Regulatory Services continues to improve customer service, permit evaluation and processing times, inspections, compliance and enforcement of

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applicable state laws and District rules. The division's performance metrics continue to trend in positive directions across all bureaus, showing increased productivity and efficiency at a lower cost per activity. Staffing levels remain flat, due to shifts in location and job classification.

Office Space Savings

Fixed costs for office space relative costs are at or below historical expenditure levels, primarily due to canceling Regulatory Services activities at the Marianna Field Office, saving over \$7,700 annually. The relocations of the Crestview Field Office to a more size-appropriate location and co-locating the Tallahassee Field Office with DEP at the state-owned Carr Building have a recurring savings of approximately \$190,000.

Rule Revisions and Process Improvements

Rule revisions for the Consumptive Use Permitting (CUP) and Environmental Resource Permitting (ERP) programs require modification of existing data systems. The District is working with St. Johns River Water Management District (SJRWMD) IT staff to acquire, modify and implement an enterprise-wide e-permitting database solution developed and in use by SJRWMD.

This system was developed over many years at a cost of several million dollars. It automates permitting for ERP, groundwater and well construction, allowing customers to access the system online. Customers can create a unique account, apply for a permit, check on the status of an application, search for existing permits, or submit required compliance data online. The e-permitting system integrates existing District database and GIS systems and allows both customers and Regulatory Services staff to share information by email, reducing the need for time consuming travel. This streamlines the permit application and evaluation process for our customers and staff.

The District will continue to invest in modifications to its data systems to accommodate rule and process changes to increase consistency with the other Districts and FDEP and reduce burdens for our customers while maintaining quality of service and protection of water resources.

Information Technology Improvements

The Information Technology Bureau has implemented several new technologies including the District's new external website, www.nwfwater.com, an online reservation system for district lands, an asset tracking system, Aquarius Hydrologic Software and Fleet Management Software. Several custom built legacy applications have been retired and replaced with industry standard applications. Other legacy applications were modified to support rule changes for Surface Water ERP Permitting. In addition, upgrades have been made to the District's financial application, Geographic Information Systems, physical hardware, server operating systems and a rewiring of the network to provide faster connectivity.

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B. Major Budget Objectives and Priorities

Springs Restoration and Protection

Newly Appropriated Springs Restoration Projects

In addition to the important projects discussed below, the District will begin a wide range of restoration and protection projects throughout the region with funds recommended by the Governor and appropriated by the Legislature during the 2014 Legislative Session. From this appropriation to the Department of Environmental Protection and upon approval of the Legislative Budget Commission, the District will use \$6.8 million to fund projects that will help improve conditions in Wakulla Springs, Jackson Blue Spring, as well as springs associated with the Holmes Creek and Econfina Creek systems.

Williford Spring

Phase II of the Econfina Springs Complex includes the restoration, protection and recreational enhancement of Williford Spring in Washington County. A \$1.54 million construction bid was approved by the Governing Board in April 2014 and construction was initiated in late April 2014. Construction is slated to be completed in late November or early December, but the contractor has until late April 2015 or up to 365 days to complete. Remaining construction costs, including engineering and other related costs, are budgeted at \$825,000 for FY 2014-2015.

Jackson Blue Spring

The District is partnering with the Florida Department of Agriculture and Consumer Affairs (DACS) and the Jackson Soil and Water Conservation District to manage an Agricultural Equipment Cost Share Program that will provide grant funding to producers to retrofit existing irrigation systems and purchase equipment that will conserve water and reduce the amount of fertilizer applied on crops. This cost share grant program will provide 75 percent of the equipment costs with producers providing a 25 percent cost share. The program is funded with \$680,875 and will leverage \$ 907,833 in equipment purchases. Equipment eligible through this grant program include light-bar GPS guidance systems to prevent unnecessary fertilizer overlap; flow meters and timer-operated shut off devices for center pivot/fertigation systems; variable rate and section control spreaders to adjust the fertilizer application rate controls for in-field variability; and other management tools that comply with DACS BMPs.

To be eligible to participate in the BMP equipment cost share program, producers with pivot irrigation systems will be required to have a Mobile Irrigation Lab (MIL) evaluation to estimate water use and provide recommended irrigation retrofits that will conserve water. Producers will also be required to enroll in the DACS BMP program and implement agricultural BMPs. This initiative will reduce agricultural water use and improve water quality by reducing the amount of nitrogen leaching into the Floridan Aquifer in the Jackson Blue Spring groundwater contribution area.

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Streambank Restoration and Protection

The District has entered into a \$200,000 cooperative agreement with Washington County to conduct streambank restoration and protection measures, including constructing stormwater facilities at Hightower Springs, Spurling and Live Oak Landings along the Holmes Creek WMA. In addition, public access and recreation enhancements will also take place at each site. In addition, the District will purchase and provide geotechnical materials and recreational amenities to Washington County for an additional \$55,000. Under the cooperative project, the District will provide the following funds for each site: \$95,000 for Hightower Springs Landing; \$32,500 for Spurling Landing; and \$127,500 for Live Oak Landing.

Mobile Irrigation Laboratory

The District renewed an agreement with the West Florida Resource Conservation and Development Council to continue to provide funding support for the MIL. This is a cooperative effort with DACS and the U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) to provide this service to producers in the panhandle.

In FY 2013-2014, the District increased funding for the MIL from \$60,563 to \$71,125 to augment the MIL staffing level by one person to enable additional evaluations to be completed. The District funding is matched by a similar amount from DACS and in-kind match from the NRCS. This level of funding will continue through FY 2014-2015. Water savings of approximately 7.5 MGD have been attributed to this program since it was initiated in 2004.

Sod-Based Crop Rotation Program

The District renewed a grant with the University of Florida's Institute of Food and Agricultural Sciences (IFAS) for continued research and public outreach on the Sod-Based Rotation Program. The research will be expanded to include alternative crop evaluation to assess the effectiveness and productivity of non-traditional crops.

The District has provided annual funding in the amount of \$40,000 for this program since 2005. This level of funding will continue through FY 2014-2015. The goal of this grant is to encourage adoption of these practices by farmers and further demonstrate the ecological, environmental and economic benefits of integrating beef cattle/perennial grass into a multi-crop production system using conservation technology and other BMPs. These practices have been shown to reduce water irrigation demands and reduce nutrient and pesticide application rates while increasing crop yields.

The program includes a public outreach component that includes refining economic models on program inputs and returns to economically benefit producers and the community; training NRCS and county extension staff to expand program adoption; and transferring information to producers and others through meetings, popular publications and demonstrations. To date, Sod-Based Rotation farming techniques have demonstrated up to an 80 percent reduction in irrigation needs and a 50 percent

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reduction in pesticide and nitrogen usage, all while significantly improving production yields.

Spring Water Quality and Flow Monitoring

In FY 2014-2015, the District will continue collecting quarterly water quality samples at Wakulla, Jackson Blue, Pitt, Econfinia Blue and Williford springs. The District measures continuous spring flow at Jackson Blue and Wakulla springs and will continue this monitoring in FY 2014-2015. The District also began partnering with the City of Tallahassee and DEP to re-establish continuous flow measurements on the Spring Creek Springs Group in coastal Wakulla County in 2013 and will continue this monitoring in FY 2014-2015.

Other Restoration Projects

Spring restoration and protection activities are also slated to begin in FY 2014-2015 at Devil's Hole Spring, as well as sites along Econfinia and Holmes creeks within the Econfinia Creek and Holmes Creek water management areas (WMAs), subject to engineering design and receipt of regulatory permits. A total of \$50,000 (\$25,000 for each WMA) has been included in the FY 2014-2015 budget for geotechnical materials and contract installation supervision. Additional spring protection funding, upon approval of the Legislative Budget Commission and as referenced above, will support additional efforts to protect and restore spring run systems in Holmes Creek and Econfinia Creek.

Apalachicola-Chattahoochee-Flint River Basin

Management of water resources in the ACF basin continues to be a major emphasis of the District, in partnership with other state agencies and regional stakeholders. As in the current year, budget priorities for FY 2014-2015 include providing technical assistance to the Governor's Office and DEP on an array of issues related to interstate freshwater allocation. The District additionally intends to complete development and initiate application of an updated three-dimensional hydrodynamic model of Apalachicola Bay. This model will support resource assessments and evaluations of potential actions to improve and maintain a healthy bay environment, including management of freshwater inflows and implementation of cooperative water quality improvement projects in coastal Franklin County.

Minimum Flows and Levels and Water Resource Monitoring

Implementation of an effective Minimum Flows and Levels (MFL) program is a major component of the District's overall effort to ensure the long-term protection and sustainability of regionally significant water resources. The program complements other efforts, including consumptive use permitting, regional water supply planning and watershed restoration. The District updated the priority list during FY 2013-2014 and began an enhanced data collection program for the St. Marks River Rise, Wakulla Springs and Sally Ward Spring. The current MFL priority list for Northwest Florida can be found at <http://www.nwfwater.com/water-resources/minimum-flows-levels/>.

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Beginning in FY 2014-2015, recurring program costs are estimated at \$2.4 million annually. This will allow the District to accomplish the ambitious schedule set in its current priority list, in which six waterbodies will be in various stages of technical assessment simultaneously by 2016. Work planned for FY 2014-2015 includes intensive hydrologic, ecologic and water quality data collection to support technical assessments for St. Marks River Rise, Wakulla Springs, and Sally Ward Spring. Technical assessment work in FY 2014-2015 will also include the development of conceptual groundwater flow models, including models to simulate conduit flow. Additional well construction, aquifer testing, and groundwater monitoring are planned to support MFL development for the coastal Floridan aquifer MFL in Franklin County and the coastal Floridan aquifer in Planning Region II (Santa Rosa, Okaloosa and Walton counties). Expanded hydrologic and water quality data collection are also planned to support MFL development for Jackson Blue Spring.

Work planned for the following year includes continued data collection for six priority waterbodies; technical assessments and development of groundwater, surface water, and estuarine models for the St. Marks River Rise, Wakulla Springs, and Sally Ward systems; development of groundwater flow and saltwater intrusion models for coastal Franklin County; and refinement of existing groundwater flow and saltwater intrusion models for coastal Planning Region II.

Monitoring Network and Data Collection

Hydrologic monitoring activities are essential functions of water management districts. The NFWMD utilizes information and data collected through its monitoring programs to assess the status of District-wide water resources and identify threats or vulnerabilities related to the resource. The District also performs detailed analyses of hydrologic conditions related to MFLs, water resources planning and other detailed hydrologic analyses required as part of its mission. Monitoring programs are currently implemented in an integrated manner so that one monitoring activity may serve multiple programs or areas of responsibility, with the broad goal of using limited resources as effectively and efficiently as possible.

The major objectives and priorities for FY 2014-2015 include further expansion of the hydrologic monitoring network in support of the MFL program and continued network improvements to improve efficiency to expand real time access to hydrologic data on the District's website. Enhancement of groundwater, surface water and rainfall monitoring stations in water supply regions II, IV, V, VI and VII is a key priority in MFL development and resource planning.

The District renewed revenue agreements with DEP to monitor water quality in District aquifers, streams and lakes and renewed revenue agreements with Bay County, Leon County and the City of Tallahassee to monitor surface water discharge and rainfall for stormwater management and flood warning. The District additionally continues its joint funding agreement with the U.S. Geological Survey to collect hydrologic data on the Apalachicola River, Yellow River, Telogia Creek and the Spring Creek Springs Group.

Budget Highlights

Water Supply

Water Supply Planning

This activity supports planning to ensure water supply sources are sufficient to meet current and long-term water supply needs while also sustaining natural systems. Included are water supply assessments developed pursuant to section 373.036, F.S., and RWSPs developed pursuant to section 373.709, F.S. District-wide water supply planning expenditures are expected to be \$96,789 during FY 2014-2015. The focus will include updating water use data and analysis developed through the most recent WSA, as well as preliminary planning in preparation for the next update to the Region II RWSP. The District will continue water use data collection and analysis support reporting on important statewide water use metrics, as well as identification of emerging challenges and opportunities.

Water Resource Development

Water resource development includes regional projects designed to identify, from traditional or alternative sources, quantifiable supplies of water for existing and future reasonable-beneficial uses. Such projects may include construction, operation and maintenance of major facilities that augment surface and groundwater supplies, or projects that establish alternative sources of supply. Water resource development projects are identified in RWSPs and the water resource development work program.

District-wide water resource development expenditures are expected to be \$388,494 during FY 2014-2015. Priorities include continuing efforts to implement planned water resource development projects in Santa Rosa, Okaloosa, Walton, and Bay counties, pursuant to approved RWSPs and as outlined in the current Water Resource Development Work Program. Consulting services will be engaged to support the development and refinement of groundwater flow models, which will support the RWSP and Resource Regulation programs.

Water resource development activities will also include planning for expanded reuse of reclaimed water in Northwest Florida, including project identification. These efforts will also complement an ongoing statewide initiative to further develop reclaimed water as an alternative water supply source. Supporting tasks include data collection, modeling, monitoring, and water resource assessments; engineering and geographic analysis of water supply alternatives; and water conservation and reuse.

Water Supply Development Assistance

The District provides financial assistance for water supply development projects that meet local needs and support regional water resource priorities. During FY 2014-2015, the District will continue support for cooperative, grant-funded projects across Northwest Florida funded through the FY 2013-2014 water supply development grant cycle. Additionally, it is anticipated that a new grant cycle will result in \$8 million in new water supply development assistance grants being funded in FY 2014-2015. It is expected that the majority of the projects funded thus far will be complete by the end of FY 2015-2016.

Budget Highlights

In addition to expenditures from the District's General Fund Reserves for the local grant program, implementation of the Bay County upstream surface water intake project will continue. This project was funded in part with a 2014 District grant from the Water Protection and Sustainability Program Trust Fund. It is currently anticipated that facility construction will be complete by the summer of 2015.

Overall expenditures for Water Supply Development Assistance during FY 2014-2015 are anticipated to be \$15,033,202, all funded from General Fund Reserves.

Watershed Resource Protection and Restoration

Watershed protection and restoration priorities in FY 2014-2015 will include an array of activities planned and implemented under the framework for the District's SWIM program. These include projects described above to benefit the District's important spring systems, projects designed to protect and restore the Apalachicola River and Bay and St. Andrew Bay watersheds, efforts to assist the state and regional stakeholders in Gulf of Mexico restoration, and assistance to the FDOT through the Efficient Transportation Decision-Making Program.

Apalachicola River and Bay

In addition to those activities noted above for ACF basin management (technical assistance to DEP and the Governor's Office; application of an updated three-dimensional hydrodynamic model of Apalachicola Bay) and spring protection and restoration, the District is funding a series of stormwater retrofit projects in cooperation with the cities of Apalachicola and Carrabelle to improve water quality in Apalachicola Bay and to provide needed flood relief for residents. The five projects funded will treat stormwater management from approximately 282 acres of drainage area. It is anticipated that \$3,835,355 will be expended during FY 2014-2015 for the Apalachicola River and Bay watershed.

St. Andrew Bay Watershed

During FY 2013-2014, cooperative grant-funded projects are to be completed by the City of Panama City to provide water quality treatment for approximately 67 acres that drain into Watson Bayou, an embayment of St. Andrew Bay. A cooperative project with Bay County to stabilize Ed Lee Road to reduce erosion and sedimentation into Deer Point Lake is projected to be completed in 2014. Additionally, four priority stormwater retrofit projects have been identified in cooperation with several local governments in Panama City, Callaway, Parker and Mexico Beach. These projects will treat runoff generated from over 500 acres of drainage area and are expected to be completed in FY 2014-2015.

Restoration work started in June 2014 on Williford Springs, a second-magnitude spring on Econfinia Creek. Associated shoreline and habitat restoration activities are scheduled for completion in FY 2013-2014, and recreational facilities and site improvements are scheduled for completion in FY 2014-2015. Direct expenditures for the St. Andrew Bay watershed are expected to be \$3,569,565 in FY 2014-2015.

Budget Highlights

RESTORE Act

Throughout FY 2014-2015, the District will continue to work in cooperation with DEP, FWC, local governments, and other public and private stakeholders to achieve significant restoration and protection of coastal waters pursuant to the federal RESTORE Act and associated initiatives. It is anticipated that these activities will include prioritization and planning of priority projects, as well as technical assistance for project development and implementation.

Floodplain Management

The District continues to work in cooperation with the Federal Emergency Management Agency (FEMA) on flood map modernization and the Risk Mapping, Assessment, and Planning (Risk MAP) program. Final effective digital flood insurance rate maps (DFIRMs) were issued for Franklin and Jefferson counties in February 2014 and for Wakulla County in September 2014. Detailed coastal remapping studies continue for Escambia, Santa Rosa, Okaloosa, Walton, Bay and Gulf counties.

Preliminary DFIRMs for these counties are projected to be completed in 2015. In addition, the Risk MAP evaluations are ongoing for the lower Ochlockonee River, Apalachicola River, New River, Chipola River, Pensacola Bay and Perdido River and Bay watersheds. These studies will provide additional information to communities to mitigate and reduce flood risk. The Flood Information Portal, which provides internet access to digital flood maps for the panhandle, and the public light detection and ranging (LiDAR) website, which provides high resolution elevation data, will be maintained over the coming year. Expenditures for the District's floodplain management programs are anticipated to be \$3,850,863 during FY 2014-2015. More information about the District's flood map modernization and Risk MAP programs may be found at <http://www.nwfwmdfloodmaps.com/index.htm>.

FDOT Mitigation

There are currently 26 projects on the FDOT environmental impact inventory that may require compensatory mitigation during FY 2014-2015, per section 373.4137, F.S. Fifteen of these impacts are within the service area of one or more private mitigation banks. Eleven are not within the service area of any private mitigation bank. Potential NFWFMD mitigation sites that could provide compensatory mitigation for the projects listed include the Shuler Tract, Yellow River Ranch, Tates Hell, and Dutex. Two of these projects outside of private mitigation bank service areas may require establishing new mitigation sites due to a lack of proximity of FDOT impacts to existing District mitigation sites. The total proposed budget for FY 2014-2015 is \$1,956,114. A detailed description of the District's wetland programs may be found at <http://www.nwfwmdwetlands.com/>.

Information Technology Initiatives

The District is proposing an investment in information technology (IT) enhancements and improvements for FY 2014-2015 slightly higher than the current year. The total

Budget Highlights

combined IT budgets are \$2,580,479 of which \$1,751,688 is recurring and \$828,791 non-recurring. The District is in the process of implementing several new technologies, both software and hardware to improve infrastructure and services for the public.

Increased functionality will be delivered for document management, contract management, project management, geographic information systems, extended web functionality on the District's website, and automation for several manual processes. In addition, some outsourced web based technology will be integrated into the District's external website, thereby reducing costs for hosting and supporting these technologies. Several technologies will be upgraded with newer versions of existing software in order to be compliant with best practices, as well as security and warranty/support agreements. Another major initiative is completing the implementation of e-permitting application that has been developed by the St. Johns River Water Management District. This system will replace several District legacy applications reducing the overhead cost of support and providing a significant increase in functionality to District staff and permit applicants.

Investment in hardware and software will also support disaster recovery and business continuity of District systems. Improvements in document management will be made for process improvement by automating manual processes, as well as offer increased functionality and usability to the districts internal Intranet site.

Budget Highlights

C. Adequacy of Fiscal Resources

The Northwest Florida Water Management District's millage rate has been 0.04 of a mill since FY 2011-2012, 20 percent below the constitutional and statutory cap of 0.05. The District's FY 2014-2015 budget proposes a 0.039 millage rate, which is 22 percent below the authorized maximum of 0.05. Based on taxable values provided by the 16 counties in the District, tax collections are estimated to be \$3,381,733 for FY 2014-2015. With a recurring operating budget of \$16,103,937, the Northwest Florida Water Management District must rely on state and other revenue sources to conduct many of its programs.

To supplement its ad valorem revenue, the District has historically received appropriations from the state Water Management Lands Trust Fund (WMLTF) for activities including the management of District-owned lands; the Environmental Resource Permitting (ERP) program; programmatic operations; regional water supply planning and development; research and data collection; MFLs; and the Apalachicola River and Bay system. Similarly, separate funding for specific purposes such as land acquisition (Preservation 2000 and Florida Forever programs); Surface Water Improvement and Management (SWIM) projects; the Water Protection and Sustainability program; and other direct appropriations were typical, but not consistent, in recent years.

The District has a number of dedicated reserve accounts that are available for necessary and unanticipated expenditures. These include reserves for water supply development; land management and acquisition; and an economic budget stabilization reserve to be used in the event that combined revenues become insufficient to fund District obligations. For FY 2014-2015, the District will allocate a portion of these reserves to fund necessary and recurring programmatic expenditures. If necessary, these funds will also be used in future years to continue the support of recurring expenses without a recurring source of funds.

Because of the strategy noted above, the District's land management program is able to rely on the reserves in the District's Lands Management Fund, as well as the sale of timber, accumulated interest earnings and other miscellaneous revenues to fund its budget.

Reserves will also be utilized in FY 2014-2015 and subsequent years to fund other recurring activities, including MFLs and regional water supply planning. The level of fund balance necessary to fund these activities, however, was greatly decreased for FY 2014-2015 due to additional operational dollars recommended by the Governor and appropriated by the Legislature. Given the non-recurring nature of the funding source used for these recurring responsibilities, the District will continue to apply stringent controls over the use of these dollars in order to obtain the maximum benefit.

Budget Highlights

D. Budget Summary

1. Overview

The FY 2014-2015 Tentative Budget is \$52,484,465, an increase of \$4,155,378 or 8.6 percent above the FY 2013-2014 Amended Budget. Operating expenditures, which include categories such as Salaries and Benefits; Contracted Services; Operating Expenses; and Operating Capital Outlay (OCO) total \$22,061,750, an increase of \$1,016,348 or 4.8 percent. Of the operating budget request, \$16,103,937 is recurring and \$5,957,813 is non-recurring.

Non-operating expenditures, which include Fixed Capital Outlay (FCO) and Interagency Expenditures (e.g., grants to public entities) total \$30,422,715, an increase of \$3,139,030 or 11.5 percent. This amount is a net increase comprised of a \$674,625 decrease in FCO and a \$3,813,655 increase in Interagency Expenditures.

The proposed ad valorem tax millage rate is reduced from 0.04 in FY 2013-2014 to 0.039 in FY 2014-2015. Based on estimated property values provided by the 16 counties in the District, tax revenue is estimated to be \$3,381,733, which accounts for 13 percent of total projected revenues.

The total projected revenue of \$32,111,196 is comprised of \$21,977,208 (68.4 percent) in new revenue and \$10,133,988 (31.6 percent) of state funds appropriated to the District in prior years. In addition, \$20,373,269 of fund balances will be used to support the Tentative Budget. The revenue projections include FY 2014-2015 General Appropriations Act funding from the Water Management Lands Trust Fund of \$3,000,000 for operations, \$1,851,231 for environmental resource permitting and \$360,000 to continue the wetlands protection and the potable well groundwater contamination programs. An additional \$6,827,500 from FY 2014-2015 DEP appropriations, if approved by the LBC, will fund projects for springs restoration and protection.

Budget Highlights

Table 1. Source and Use of Funds, Funds Balance and Workforce

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SOURCE AND USE OF FUNDS, FUND BALANCE AND WORKFORCE
 Fiscal Years 2013-14 and 2014-15
 TENTATIVE BUDGET - Fiscal Year 2014-2015

	Fiscal Year 2013-14 (Current-Amended)	New Issues (Increases)	Reductions	Fiscal Year 2014-15 (Tentative Budget)
SOURCE OF FUNDS				
Beginning Fund Balance	44,814,099			39,026,376
District Revenues	6,133,131	-	432,516	5,700,615
Local Revenues	170,397		8,238	162,159
Debt	-	-	-	-
Unearned Revenue	27,686,483	-	6,561,097	21,125,386
State Revenues	21,120,875	1,061,774	-	22,182,649
Federal Revenues	3,707,638	358,135	-	4,065,773
SOURCE OF FUND TOTAL	\$103,632,623	\$1,419,909	\$7,001,851	\$92,262,958

USE OF FUNDS				
Salaries and Benefits	8,101,845	489,222	467,092	8,123,975
Other Personal Services	371,003	29,461	35,140	365,324
Contracted Services	8,499,226	2,320,385	1,378,931	9,440,680
Operating Expenses	3,466,403	326,821	466,529	3,326,695
Operating Capital Outlay	606,925	384,272	186,121	805,076
Fixed Capital Outlay	2,419,625	555,000	1,229,625	1,745,000
Interagency Expenditures (Cooperative Funding)	24,864,060	9,333,317	5,519,662	28,677,715
Debt	-	-	-	-
Reserves - Emergency Response	-	-	-	-
USE OF FUNDS TOTAL	48,329,087	\$13,438,478	\$9,283,100	52,484,465

Unearned Revenue (ESTIMATED)				
DOT Mitigation Funds	15,889,353		2,556,371	13,332,982
State Ecosystems Trust Fund	5,054,284		1,510,312	3,543,972
Water Protection & Sustainability TF	-		-	-
Phipps Park Endowment	181,749		100,512	81,237
TOTAL UNEARNED REVENUE	21,125,386	-	4,167,195	16,958,191

FUND BALANCE (ESTIMATED)				
Nonspendable	-	-	-	-
Restricted	9,488,054	-	7,064,105	2,423,949
Committed	22,672,451	-	11,182,889	11,489,562
Assigned	6,865,871	-	2,126,275	4,739,596
Unassigned	-	-	-	-
TOTAL FUND BALANCE	39,026,376	-	20,373,269	18,653,107

WORKFORCE				
Authorized Position (Full-Time Equivalents/FTE)	101.00	-	-	101.00
Contingent Worker (Independent Contractors)	-	-	-	-
Other Personal Services (OPS)	10.00	-	1.00	9.00
Intern	-	-	-	-
Volunteer	-	-	-	-
TOTAL WORKFORCE	111.00	-	1.00	110.00

Reserves:

Nonspendable - amounts required to be maintained intact as principal or an endowment
 Restricted - amounts that can be spent only for specific purposes like grants or through enabling legislation
 Committed - amounts that can be used only for specific purposes determined and set by the District Governing Board
 Assigned - amounts intended to be used for specific contracts or purchase orders
 Unassigned - available balances that may be used for a yet to be determined purpose in the general fund only

Budget Highlights

Table 2. Projected Utilization of Fund Balance

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT PROJECTED UTILIZATION OF FUND BALANCE TENTATIVE BUDGET - Fiscal Year 2014-2015

			Five Year Utilization Schedule					
Core Mission	Designations (Description of Restrictions)	Total Projected Designated Amounts at September 30, 2014	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Remaining Balance
NONSPENDABLE								
		0	0	0	0	0	0	0
NONSPENDABLE SUBTOTAL		0	0	0	0	0	0	0
RESTRICTED								
	Mitigation - Interest and Other Misc Revenue	1,409,870	0	0	0	0	0	1,409,870
WS/WQ/FP/NS	Regulation - WMLTF ERP	1,078,184	64,105	0	0	0	0	1,014,079
	Water Supply Development Assistance Grants Under Contract	7,000,000	7,000,000	0	0	0	0	0
RESTRICTED SUBTOTAL		9,488,054	7,064,105	0	0	0	0	2,423,949
COMMITTED								
WS/WQ/FP/NS	Lands Management Fund	10,119,923	2,881,179	1,707,837	1,707,837	1,707,837	1,707,837	407,396
WS/WQ/FP/NS	Capital Improvement Projects (Cap Improv & Land Acq TF)	624,415	301,710	322,705	0	0	0	0
WS	Water Resource & Supply Projects (General Fund)	8,000,000	8,000,000	0	0	0	0	0
WS/WQ/FP/NS	Economic Stabilization Fund (General Fund)	3,928,113	0	0	0	0	0	3,928,113
COMMITTED SUBTOTAL		22,672,451	11,182,889	2,030,542	1,707,837	1,707,837	1,707,837	4,335,509
ASSIGNED								
WS/WQ/FP/NS	MFLs, Planning & Other Resource Management Activities	4,827,081	1,609,027	1,609,027	1,609,027	0	0	0
WS/WQ/FP/NS	General Fund Deficiencies	1,521,542	0	0	0	0	0	1,521,542
WS/WQ/FP/NS	Non-Recurring IT and Building Repairs & Maintenance	517,248	517,248	0	0	0	0	0
ASSIGNED SUBTOTAL		6,865,871	2,126,275	1,609,027	1,609,027	0	0	1,521,542
UNASSIGNED								
WS/WQ/FP/NS	Economic Stabilization Fund	0	0	0	0	0	0	0
UNASSIGNED SUBTOTAL		0	0	0	0	0	0	0
Total		39,026,376	20,373,269	3,639,569	3,316,864	1,707,837	1,707,837	8,281,000
Remaining Fund Balance at Fiscal Year End			18,653,107	15,013,538	11,696,674	9,988,837	8,281,000	8,281,000

WS = Water Supply: WQ = Water Quality: FP = Flood Protection: NS = Natural Systems

Budget Highlights

Table 3. Use of Fund Balance

Fiscal Year 2014-15
TENTATIVE BUDGET - Fiscal Year 2014-2015

	Fiscal Year 2014-15 (Tentative Budget)	SOURCES OF FUND						
		District Revenues	Fund Balance	Debt	Local	State	Federal	TOTAL
1.0 Water Resources Planning and Monitoring	8,247,330	-	1,354,186	-	-	-	-	1,354,186
2.0 Acquisition, Restoration and Public Works	33,925,015	-	16,887,843	-	-	-	-	16,887,843
3.0 Operation and Maintenance of Lands and Works	3,865,522	-	1,976,179	-	-	-	-	1,976,179
4.0 Regulation	4,162,288	-	155,061	-	-	-	-	155,061
5.0 Outreach	164,284	-	-	-	-	-	-	-
6.0 District Management and Administration	2,120,026	-	-	-	-	-	-	-
TOTAL	52,484,465	-	20,373,269	-	-	-	-	20,373,269

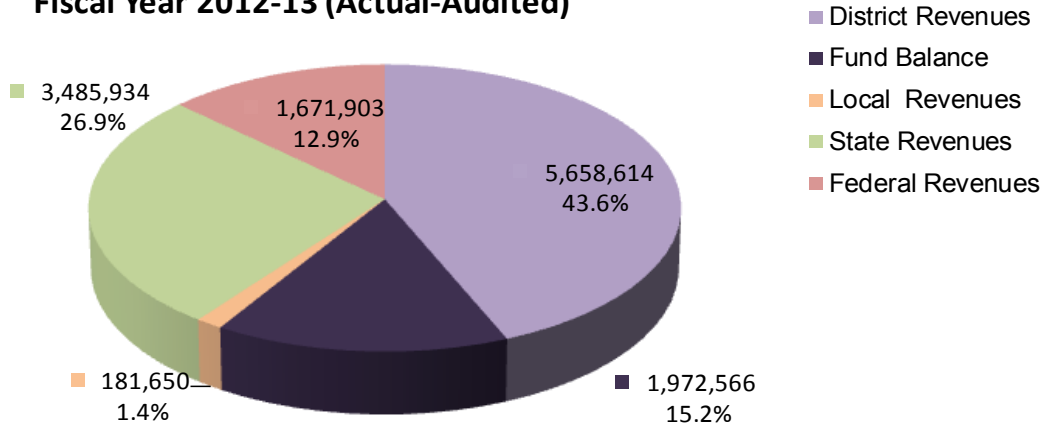
	USES OF FUND									
	Salaries and Benefits	Other Personal Services	Contracted Services	Operating Expenses	Operating Capital Outlay	Fixed Capital Outlay	Interagency Expenditures (Cooperative Funding)	Administrative Overhead Transfer	Reserves	TOTAL
1.0 Water Resources Planning and Monitoring	491,647	6,959	168,869	254,349	181,403	-	50,000	200,959	-	1,354,186
2.0 Acquisition, Restoration and Public Works	104,067	398	258,045	182,544	13,847	1,310,000	15,000,000	18,942	-	16,887,843
3.0 Operation and Maintenance of Lands and Works	150,896	-	189,120	1,001,486	186,810	135,000	8,000	304,867	-	1,976,179
4.0 Regulation	-	-	69,952	24,398	41,106	-	-	19,605	-	155,061
5.0 Outreach	-	-	-	-	-	-	-	-	-	-
6.0 District Management and Administration	-	-	-	-	-	-	-	-	-	-
TOTAL	746,610	7,357	685,986	1,462,777	423,166	1,445,000	15,058,000	544,373	-	20,373,269

Budget Highlights

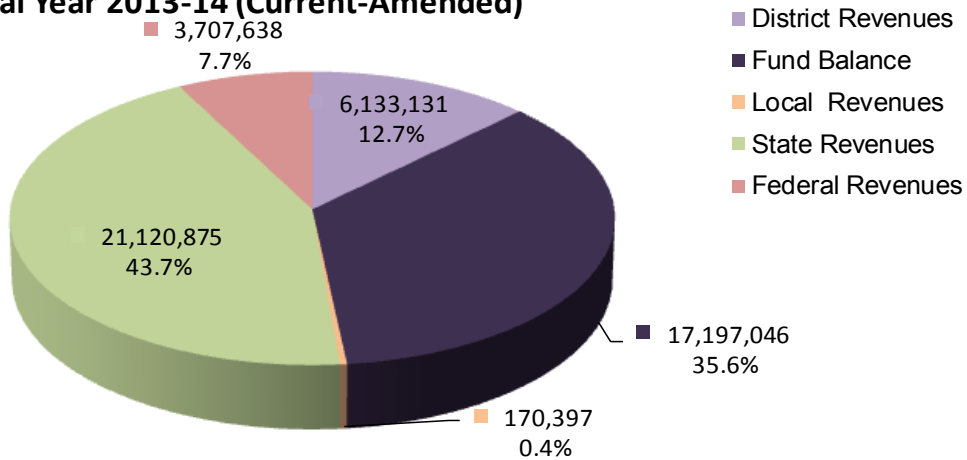
2. Source of Funds Three-Year Comparison

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT TENTATIVE BUDGET - Fiscal Year 2014-2015 REVENUES BY SOURCE

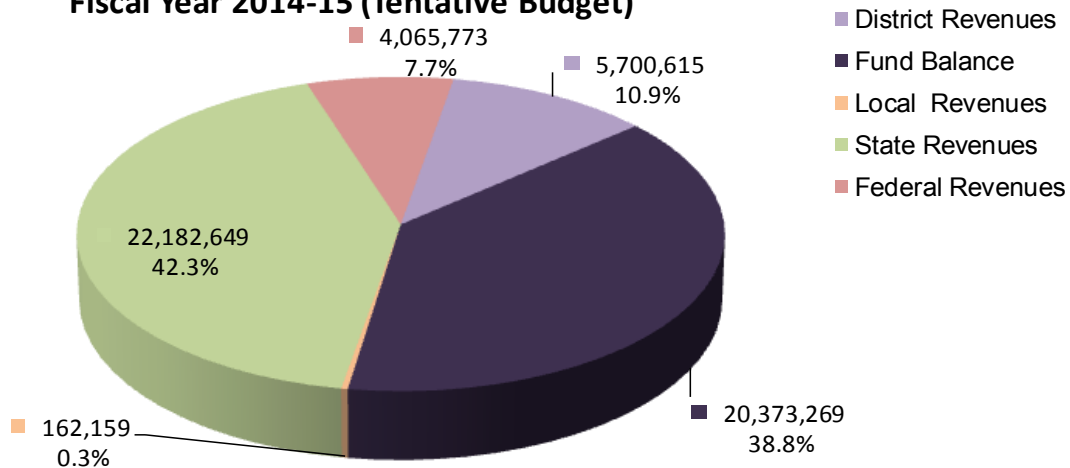
Fiscal Year 2012-13 (Actual-Audited)



Fiscal Year 2013-14 (Current-Amended)



Fiscal Year 2014-15 (Tentative Budget)



Budget Highlights

Table 4. Sources of Funds Comparison for Three FYs

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT SOURCE OF FUNDS COMPARISON FOR THREE FISCAL YEARS

Fiscal Years 2012-13 (Actual) 2013-14 (Current) 2014-15 (Tentative)

TENTATIVE BUDGET - Fiscal Year 2014-2015

SOURCE OF FUNDS	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current – Tentative)	Difference in % (Current – Tentative)
District Revenues	5,658,614	6,133,131	5,700,615	(432,516)	-7.1%
Fund Balance	1,972,566	17,197,046	20,373,269	3,176,223	18.5%
Debt - Certificate of Participation (COPS)	-	-	-	-	
Local Revenues	181,650	170,397	162,159	(8,238)	-4.8%
State General Revenues	-	1,129,287	7,167,500	6,038,213	534.7%
Ecosystem Management Trust Fund	504,373	5,633,778	4,443,313	(1,190,465)	-21.1%
FDEP/EPC Gardinier Trust Fund	-	-	-	-	
P2000 Revenue	-	-	-	-	
FDOT/Mitigation	858,365	2,369,765	2,173,029	(196,736)	-8.3%
Water Management Lands Trust Fund	1,680,118	5,490,545	7,764,677	2,274,132	41.4%
Water Quality Assurance (SWIM) Trust Fund	-	-	-	-	
Florida Forever	396,500	951,000	624,200	(326,800)	-34.4%
Save Our Everglades Trust Fund	-	-	-	-	
Alligator Alley Tolls	-	-	-	-	
Other State Revenue	46,578	5,546,500	9,930	(5,536,570)	-99.8%
Federal Revenues	1,368,305	3,433,113	3,840,708	407,595	11.9%
Federal through State (FDEP)	303,598	274,525	225,065	(49,460)	-18.0%
SOURCE OF FUND TOTAL	12,970,667	48,329,087	52,484,465	4,155,378	8.6%

District Revenues include

Ad Valorem	3,139,750	3,329,001	3,381,733	52,732	2%
Timber Sales	1,822,661	2,000,000	1,500,000	(500,000)	-25%
Permit & License Fees	301,800	350,250	360,250	10,000	3%
Miscellaneous Revenues	394,403	453,880	458,632	4,752	1%

Budget Highlights

3. Major Sources of Funds Variances

The District's annual budget is funded by District, local, state and federal revenue sources. District sources include ad valorem revenues (estimated at \$3,381,733), interest earnings, land management revenues, and regulatory permit fees and fines. The table above compares FY 2012-2013 actual audited, FY 2013-2014 and FY 2014-2015 budgeted revenue by source. The following is a summary of major revenue sources variances.

Ecosystem Management Trust Fund (21.1 percent decrease)

The District's budget for utilizing remaining Ecosystem Management Trust Fund revenue is \$4,443,313 for FY 2014-2015, which represents a decrease of \$1,190,465 from the FY 2013-2014 amended budget. The District is using carryover funds from prior years for these activities. No new legislative funds have been appropriated since 2008.

Water Management Land Trust Fund (WMLTF) (41.4 percent increase)

The Regulatory budget includes \$2,211,231 from the FY 2014-2015 General Appropriations Act (GAA) for environmental resource permitting and wetlands protection programs. Also provided in the FY 2014-2015 GAA was a recurring appropriation of \$3,000,000 for operations. The FY 2013-2014 GAA provided a non-recurring appropriation of \$3,000,000 for Apalachicola Bay water quality improvement projects. Most of this is carried forward with \$2,303,446 to be under contract but not completely disbursed until FY 2014-2015 and \$250,000 for associated assessments.

State General Revenues (534.7 percent increase)

FY 2014-2015 GAA funding to the Department of Environmental Protection includes \$6,827,500, upon approval of the Legislative Budget Commission (LBC), for the District to fund projects that will help improve conditions in Wakulla Springs, Jackson Blue Spring, and springs associated with the Holmes Creek and Econfina Creek systems. An additional \$340,000 in carryover state funding from FY 2013-2014 is for the Jackson Blue Spring basin water conservation and quality improvement project.

Miscellaneous (20.2 percent decrease)

Estimated miscellaneous revenue decreases include the reduction of timber sales from \$2,000,000 to \$1,500,000 and the sale of surplus property (vehicles and equipment).

FEMA (13.4 percent increase)

Increased federal funding has been provided to support consultant services for additional flood studies for the FEMA Risk MAP initiative, representing a total increase of \$448,939.

Fund Balance

The District has a number of dedicated reserve accounts that are available for necessary and unanticipated large expenditures. For FY 2014-2015, the District will use \$3,316,864 to fund necessary recurring expenditures and \$17,056,405 for non-recurring expenditures including providing grants to help local governments and non-profit utilities achieve water supply development priorities. The total use of reserves for FY 2014-2015 is estimated to be \$20,373,269.

Budget Highlights

4. Source of Funds by Program

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SOURCE OF FUNDS BY PROGRAM

Fiscal Year 2013-14 (Current-Amended)
TENTATIVE BUDGET - Fiscal Year 2014-2015

SOURCE OF FUNDS	Water Resources Planning and Monitoring	Acquisition, Restoration and Public Works	Operation and Maintenance of Lands and Works	Regulation	Outreach	District Management and Administration	Fiscal Year 2013-14 (Current-Amended)
District Revenues	437,137	326,179	2,293,199	2,147,094	3,575	925,947	6,133,131
Fund Balance	2,564,895	12,716,603	1,424,416	491,132	-	-	17,197,046
Debt - Certificate of Participation (COPS)	-	-	-	-	-	-	-
Local Revenues	170,397	-	-	-	-	-	170,397
State General Revenues	-	1,129,287	-	-	-	-	1,129,287
Ecosystem Management Trust Fund	-	5,633,778	-	-	-	-	5,633,778
FDEP/EPC Gardiner Trust Fund	-	-	-	-	-	-	-
P2000 Revenue	-	-	-	-	-	-	-
FDOT/Mitigation	-	2,369,765	-	-	-	-	2,369,765
Water Management Lands Trust Fund	-	3,000,000	-	2,490,545	-	-	5,490,545
Water Quality Assurance (SWIM) Trust Fund	-	-	-	-	-	-	-
Florida Forever	-	951,000	-	-	-	-	951,000
Save Our Everglades Trust Fund	-	-	-	-	-	-	-
Alligator Alley Tolls	-	-	-	-	-	-	-
Other State Revenue	-	5,546,500	-	-	-	-	5,546,500
Federal Revenues	3,385,613	47,500	-	-	-	-	3,433,113
Federal through State (FDEP)	274,525	-	-	-	-	-	274,525
SOURCE OF FUND TOTAL	6,832,567	31,720,612	3,717,615	5,128,771	3,575	925,947	48,329,087

District Revenues include
 Ad Valorem 3,329,001
 Timber Sales 2,000,000
 Permit & License Fees 350,250
 Miscellaneous Revenues 453,880

Budget Highlights

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SOURCE OF FUNDS BY PROGRAM

Fiscal Year 2014-15 (Tentative Budget)

TENTATIVE BUDGET - Fiscal Year 2014-2015

SOURCE OF FUNDS	Water Resources Planning and Monitoring	Acquisition, Restoration and Public Works	Operation and Maintenance of Lands and Works	Regulation	Outreach	District Management and Administration	Fiscal Year 2014-15 (Tentative Budget)
District Revenues	221,162	268,920	1,835,555	2,495,699	10,750	868,529	5,700,615
Fund Balance	1,354,186	16,887,843	1,976,179	155,061	-	-	20,373,269
Debt - Certificate of Participation (COPS)	-	-	-	-	-	-	-
Local Revenues	162,159	-	-	-	-	-	162,159
State General Revenues	-	7,167,500	-	-	-	-	7,167,500
Ecosystem Management Trust Fund	-	4,443,313	-	-	-	-	4,443,313
FDEP/EPC Gardiner Trust Fund	-	-	-	-	-	-	-
P2000 Revenue	-	-	-	-	-	-	-
FDOT/Mitigation	-	2,173,029	-	-	-	-	2,173,029
Water Management Lands Trust Fund	3,000,000	2,553,446	-	2,211,231	-	-	7,764,677
Water Quality Assurance (SWIM) Trust Fund	-	-	-	-	-	-	-
Florida Forever	-	624,200	-	-	-	-	624,200
Save Our Everglades Trust Fund	-	-	-	-	-	-	-
Alligator Alley Tolls	-	-	-	-	-	-	-
Other State Revenue	-	9,930	-	-	-	-	9,930
Federal Revenues	3,802,863	-	-	37,845	-	-	3,840,708
Federal through State (FDEP)	225,065	-	-	-	-	-	225,065
SOURCE OF FUND TOTAL	8,765,435	34,128,181	3,811,734	4,899,836	10,750	868,529	52,484,465

District Revenues include	
Ad Valorem	3,381,733
Timber Sales	1,500,000
Permit & License Fees	360,250
Miscellaneous Revenues	458,632

Budget Highlights

5. Proposed Millage Rate

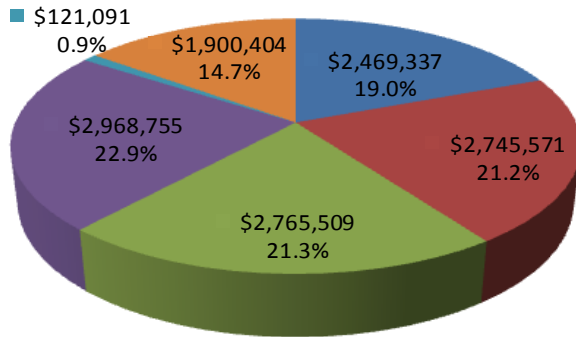
DISTRICT-WIDE – Ad Valorem Taxes			
	Fiscal Year 2012-13 Actual	Fiscal Year 2013-14 Amended	Fiscal Year 2014-15 Proposed
Millage Rate	0.0400	0.0400	0.0390
Roll-back Rate	0.0414	0.0400	0.0390
Roll-back Rate Change (%)	-3.38%	0.00%	0.00%
Gross Taxable Value for Operating Purposes	\$82,185,750,825	\$83,225,021,372	\$86,711,098,855
Net New Taxable Value	\$ 682,639,510	\$ 801,350,156	\$ 1,147,221,046
Adjusted Taxable Value	\$81,503,111,315	\$82,423,671,216	\$85,563,877,809

Budget Highlights

6. Three-Year Use of Funds by Program

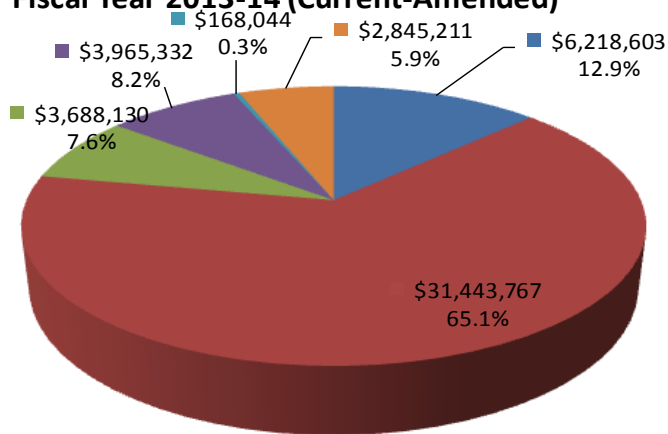
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT TENTATIVE BUDGET - Fiscal Year 2014-2015 EXPENDITURES BY PROGRAM

**Fiscal Year 2012-13
(Actual - Audited)**



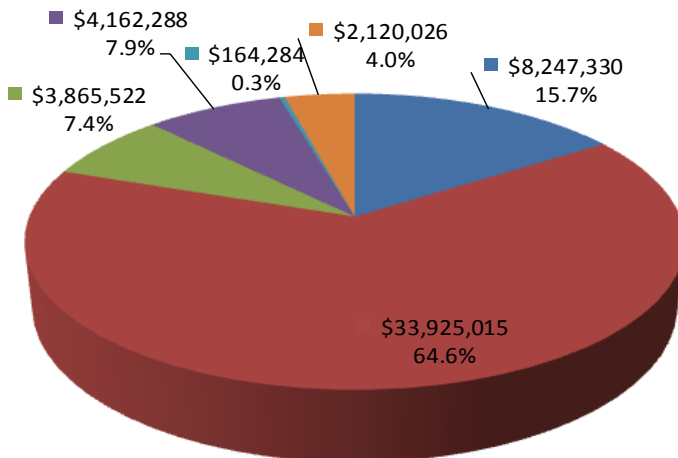
- 1.0 Water Resources Planning and Monitoring
- 2.0 Acquisition, Restoration and Public Works
- 3.0 Operation and Maintenance of Lands and Works
- 4.0 Regulation
- 5.0 Outreach
- 6.0 District Management and Administration

Fiscal Year 2013-14 (Current-Amended)



- 1.0 Water Resources Planning and Monitoring
- 2.0 Acquisition, Restoration and Public Works
- 3.0 Operation and Maintenance of Lands and Works
- 4.0 Regulation
- 5.0 Outreach
- 6.0 District Management and Administration

Fiscal Year 2014-15 (Tentative Budget)



- 1.0 Water Resources Planning and Monitoring
- 2.0 Acquisition, Restoration and Public Works
- 3.0 Operation and Maintenance of Lands and Works
- 4.0 Regulation
- 5.0 Outreach
- 6.0 District Management and Administration

Budget Highlights

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT THREE-YEAR EXPENDITURE SUMMARY BY PROGRAM

Fiscal Years 2012-13 (Actual) 2013-14 (Current) 2014-15 (Tentative)

TENTATIVE BUDGET - Fiscal Year 2014-2015

PROGRAMS, ACTIVITIES AND SUB-ACTIVITIES	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
1.0 Water Resources Planning and Monitoring	\$2,469,337	\$6,218,603	\$8,247,330	\$2,028,727	32.6%
1.1 - District Water Management Planning	563,828	1,920,631	2,972,483	1,051,852	54.8%
1.1.1 Water Supply Planning	142,005	193,248	96,789	-96,459	-49.9%
1.1.2 Minimum Flows and Levels	251,882	980,122	2,378,210	1,398,088	142.6%
1.1.3 Other Water Resources Planning	169,941	747,261	497,484	-249,777	-33.4%
1.2 - Research, Data Collection, Analysis and Monitoring	587,624	777,148	838,048	60,900	7.8%
1.3 - Technical Assistance	1,315,720	3,477,683	3,897,009	419,326	12.1%
1.4 - Other Water Resources Planning and Monitoring Activities	0	0	0	0	
1.5 - Technology and Information Services	2,165	43,141	539,790	496,649	1151.2%
2.0 Acquisition, Restoration and Public Works	\$2,745,571	\$31,443,767	\$33,925,015	\$2,481,248	7.9%
2.1 - Land Acquisition	43,808	56,634	45,165	-11,469	-20.3%
2.2 - Water Source Development	545,590	15,760,219	15,421,696	-338,523	-2.1%
2.2.1 Water Resource Development Projects	184,531	230,116	388,494	158,378	68.8%
2.2.2 Water Supply Development Assistance	361,059	15,530,103	15,033,202	-496,901	-3.2%
2.2.3 Other Water Source Development Activities	0	0	0	0	
2.3 - Surface Water Projects	2,152,968	13,086,170	16,466,815	3,380,645	25.8%
2.4 - Other Cooperative Projects	0	0	0	0	
2.5 - Facilities Construction and Major Renovations	0	400,000	380,000	-20,000	-5.0%
2.6 - Other Acquisition and Restoration Activities	1,513	2,100,000	1,380,000	-720,000	-34.3%
2.7 - Technology and Information Services	1,692	40,744	231,339	190,595	467.8%
3.0 Operation and Maintenance of Lands and Works	\$2,765,509	\$3,688,130	\$3,865,522	\$177,392	4.8%
3.1 - Land Management	2,382,979	2,920,473	2,931,287	10,814	0.4%
3.2 - Works	6,392	8,723	11,218	2,495	28.6%
3.3 - Facilities	312,060	377,335	313,949	-63,386	-16.8%
3.4 - Invasive Plant Control	0	0	0	0	
3.5 - Other Operation and Maintenance Activities	0	0	0	0	
3.6 - Fleet Services	30,250	80,023	45,911	-34,112	-42.6%
3.7 - Technology and Information Services	33,828	301,576	563,157	261,581	86.7%
4.0 Regulation	\$2,968,755	\$3,965,332	\$4,162,288	\$196,956	5.0%
4.1 - Consumptive Use Permitting	574,950	664,248	659,885	-4,363	-0.7%
4.2 - Water Well Construction Permitting and Contractor Licensin	701,786	677,761	720,292	42,531	6.3%
4.3 - Environmental Resource and Surface Water Permitting	1,665,714	1,480,975	1,489,084	8,109	0.5%
4.4 - Other Regulatory and Enforcement Activities	16,272	434,548	344,774	-89,774	-20.7%
4.5 - Technology and Information Services	10,033	707,800	948,253	240,453	34.0%
5.0 Outreach	\$121,091	\$168,044	\$164,284	-\$3,760	-2.2%
5.1 - Water Resource Education	0	0	0	0	
5.2 - Public Information	117,966	164,469	153,534	-10,935	-6.6%
5.3 - Public Relations	0	0	0	0	
5.4 - Lobbying / Legislative Affairs / Cabinet Affairs	3,125	3,575	10,750	7,175	200.7%
5.5 - Other Outreach Activities	0	0	0	0	
5.6 - Technology and Information Services	0	0	0	0	
<i>SUBTOTAL - Major Programs (excluding Management and Administration)</i>	<i>\$11,070,263</i>	<i>\$45,483,876</i>	<i>\$50,364,439</i>	<i>\$4,880,563</i>	<i>10.7%</i>
6.0 District Management and Administration	\$1,900,404	\$2,845,211	\$2,120,026	-\$725,185	-25.5%
6.1 - Administrative and Operations Support	1,849,965	2,785,211	2,060,026	-725,185	-26.0%
6.1.1 - Executive Direction	525,111	608,008	623,511	15,503	2.5%
6.1.2 - General Counsel / Legal	0	0	0	0	
6.1.3 - Inspector General	0	0	0	0	
6.1.4 - Administrative Support	691,290	856,076	859,231	3,155	0.4%
6.1.5 - Fleet Services	0	0	0	0	
6.1.6 - Procurement / Contract Administration	0	0	0	0	
6.1.7 - Human Resources	88,283	115,020	112,601	-2,419	-2.1%
6.1.8 - Communications	0	0	0	0	
6.1.9 - Technology and Information Services	545,281	1,206,107	464,683	-741,424	-61.5%
6.2 - Computer/Computer Support	0	0	0	0	
6.3 - Reserves	0	0	0	0	
6.4 - Other - (Tax Collector / Property Appraiser Fees)	50,439	60,000	60,000	0	0.0%
TOTAL	\$12,970,667	\$48,329,087	\$52,484,465	\$4,155,378	8.6%

Budget Highlights

7. Major Use of Funds Variances

1.0 Water Resources Planning and Monitoring

Funding for this program in FY 2014-2015 is \$8,247,330, an increase of approximately 33 percent over FY 2013-2014. This increase reflects enhanced levels of effort across a number of priority areas. Among these is the MFL program, where additional consultant services and staff support have been allocated to support the development of MFLs for priority waterbodies. Additional surface and groundwater monitoring stations have also been budgeted in support of the MFL program. Additional funds for operating expenses are also budgeted for IT support across all planning and monitoring programs.

Increased federal funding has been provided to support consultant services for additional flood studies for the FEMA Risk MAP initiative. Additional funding for staff resources have also been allocated in support of hydrologic monitoring and MFLs, as well as to meet recurring emergency management and intergovernmental coordination and technical assistance needs throughout the region.

2.0 Acquisition, Restoration and Public Works

FY 2014-2015 funding for this program is \$33,925,015, a 7.9 percent increase from FY 2013-2014. The overall increase of \$2,481,248 is mostly due to changes in Interagency Expenditures. While significant expenditures have been completed over the past year for a number of water supply and watershed restoration projects, the District is now anticipating new DEP funding for springs restoration and protection projects throughout the region.

Budgeted expenditures include \$2,553,446 in carryover funding provided by the FY 2013-2014 General Appropriations Act and \$4,443,313 from previously appropriated funds from the Ecosystem Management and Restoration Trust Fund for Apalachicola River and Bay and St. Andrew Bay. These funds continue to support local government water quality improvement projects and additional watershed protection and restoration activities. It is expected that stormwater retrofit projects will continue to be a District priority, with the objective of improving water quality and flood protection. Florida Forever funding is also carried forward to complete stormwater retrofit projects.

The FY 2014-2015 budget includes a total investment in spring restoration and protection projects of \$8,247,500. A large portion of this funding is for newly appropriated springs restoration projects throughout the region due to funds recommended by the Governor and appropriated by the Legislature during the 2014 Legislative Session. From this appropriation to the Department of Environmental Protection, and upon approval of the Legislative Budget Commission, the District will use \$6,827,500 to fund projects that will help improve conditions in Wakulla Springs, Jackson Blue Spring, as well as springs associated with the Holmes Creek and Econfina Creek systems.

The budget also includes \$825,000 in FCO for the completion of restoration and protection construction at Williford Spring. Williford Spring restoration and protection

Budget Highlights

activities will provide enhanced public access and recreation while significantly protecting this second-magnitude spring. This project also enhances protection of the region's potable water supply. In addition, the FY 2014-2015 budget includes \$255,000 for a cooperative project with Washington County for streambank restoration and protection, including public access and recreational enhancements at Hightower Springs, Spurling and Live Oak landings along the Holmes Creek WMA. Implementation of this project was delayed in FY 2013-2014 due to spring floods and permitting issues. The project is anticipated to start in late FY 2013-2014, but will not be completed until late FY 2014-2015, subject to water levels. In addition, the budget includes \$340,000 in previously appropriated funds from DEP for spring protection and restoration for BMPs near priority springs ecosystems.

The District's Headquarters office complex, located near Midway, consists of four buildings. The main office and adjacent small office building are in need of safety updates, maintenance and renovations. The budget proposes \$300,000 for operating expenditures and FCO to continue repairs and various upgrades and safety improvements at Headquarters. Another \$80,000 is proposed for renovations at the Lands Division forestry operations facility in Youngtown, Florida. This facility is a modular design that is over 20 years old and was recently covered by a barn kit structure for protection from continued deterioration. Bids will be obtained to determine the best approach for renovations that may result in the relocation of Lands staff located in the Marianna field office to the Youngstown field office location, due to the elimination of the Marianna office. This consolidation will lead to a long-term cost savings.

3.0 Operation and Maintenance of Lands and Works

This program's FY 2014-2015 budget is \$3,865,522, a 4.8 percent increase over the FY 2013-2014 amended budget of \$3,688,130. This small increase is primarily due to increased needs for Contracted Services for habitat restoration and aerial ignition prescribed fire activities; OCO needs for replacement vehicles and prescribed fire equipment that has reached its replacement thresholds; and increased FCO for spring-related restoration activities, i.e., continuing streambank restoration and protection activities (materials only), slated to begin in FY 2014-2015 at Devil's Hole Spring, as well as at various sites along Econfina and Holmes creeks within the Econfina Creek and Holmes Creek WMAs, subject to engineering design and receipt of regulatory permits.

Allocation of Information Technology

The budget includes the continuation (Phase II) of a lands management database (\$166,743) for the Choctawhatchee River/Holmes Creek WMA and the Eastern Land Management Region (Apalachicola and Chipola River WMAs and Phipps Park) which will provide for the effective and efficient management of District lands, specifically to maximize the long-term growth and yield of pine timber resources for revenue generation purposes which will help fund the District's land management program (see Activity 3.7). At the completion of Phase II, approximately 98 percent of the District's pine timber resources should be entered into the database.

Budget Highlights

4.0 Regulation

This program's FY 2014-2015 budget of \$4,162,288 is 5.0 percent more than in FY 2013-2014. The increase is due primarily to an increase in IT labor, contractual services for automation of the permitting process, and replacement of outdated computer hardware and printers. Labor costs for health insurance benefits for OPS staff working over 30-hours also contributed to this expansion of costs.

District-wide Information Technology

The District is proposing an investment in information technology (IT) enhancements and improvements for FY 2014-2015 slightly higher than the current year. The total combined IT budget is \$2,580,479, of which \$1,751,688 is recurring and \$828,791 non-recurring. The District is in the process of implementing several new technologies, both software and hardware, to improve infrastructure and services for the public.

Increased functionality will be delivered for document management, contract management, project management, geographic information systems, extended web functionality on District's website, and automation for several manual processes. In addition, some outsourced web based technology will be integrated into the District's external website reducing cost for hosting and supporting these technologies. Several technologies will be upgraded with newer versions of existing software in order to be compliant with best practices, security and warranty/support agreements. Another major initiative is completing the implementation of an e-permitting application developed by the St. Johns River Water Management District, which will replace several District legacy applications, thereby reducing the overhead cost of support and providing a significant increase in functionality to District staff and permit applicants.

Investments in hardware and software will be made to support disaster recovery and business continuity of District systems. Improvements in document management will be made for process improvement by automating manual processes, as well as offer increased functionality and usability to the District's internal Intranet site.

Program and Activity Allocations

E. Program Definitions, Descriptions and Budget

The following section provides definitions and descriptions by program as previously defined by the EOG. Each program has five segments, including Program Definitions; District Definitions; Changes and Trends; Major Budget Items; and Budget Variances. It should be noted that the budget variances segment compares the FY 2013-2014 Amended Budget with the FY 2014-2015 Tentative Budget.

Programs with a minor variance are generally considered to be within an allowable margin and do not include a detailed explanation. A more detailed description is provided for programs with a significant budget variance. There are numerous variances resulting from the reallocation of staff resources and expenditures across program areas to more accurately align costs and provide resources for priority activities. Personnel information for all six program areas is also summarized on the following pages.

Due to a relatively low ad valorem millage rate and subsequently small amount of revenue collected in proportion to the total budget, it is necessary for the District to use all sources of revenue to fund the administrative support activities. All program activities that have salaries and benefits in their budget transfer a portion of the revenue collected to the administrative activities. The transfers-out, if presented in the budget, would overstate the requested expenditure budget as they provide authority for the transfer of cash from one fund to another. For the same reason, the transfers-in are not presented in the budget as they are revenue received by another fund being transferred to the General Fund. Including the transfers-in would overstate the available resources of the District.

Because of the required transfers, the revenue and expenditures presented in the following program and activity spreadsheets will not be balanced. Programs that are transferring funds out will have higher revenue receipts than the expenditure budget and programs receiving the transfer will show lower revenue than the expenditure budget. No revenue will appear in the following charts for activities funded totally by transfers.

<u>Expenditure Category</u>	<u>Budget</u>	<u>Funds</u>	<u>Difference</u>
Salaries and Benefits	8,123,975	7,123,118	(1,000,857)
Other Personal Services	365,324	349,824	(15,500)
Contracted Services	9,440,680	9,210,114	(230,566)
Operating Expenses	3,326,695	2,731,300	(595,395)
Operating Capital Outlay	805,076	706,985	(98,091)
Fixed Capital Outlay	1,745,000	1,745,000	0
Interagency Expenditures (Cooperative Funding)	28,677,715	28,677,715	0
Debt	0	0	0
Interagency Transfers	0	1,940,409	1,940,409
Reserves - Emergency Response	0	0	0
Total	<u>52,484,465</u>	<u>52,484,465</u>	<u>0</u>

Program and Activity Allocations

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

ALL PROGRAMS

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current – Tentative)	% of Change (Current – Tentative)
1.0 Water Resources Planning and Monitoring	\$ 3,487,264	\$ 3,210,260	\$ 2,469,337	\$ 6,218,603	\$ 8,247,330	\$ 2,028,727	32.6%
2.0 Acquisition, Restoration and Public Works	\$ 8,544,668	\$ 8,745,340	\$ 2,745,571	\$ 31,443,767	\$ 33,925,015	\$ 2,481,248	7.9%
3.0 Operation and Maintenance of Lands and Works	\$ 4,677,233	\$ 2,831,156	\$ 2,765,509	\$ 3,688,130	\$ 3,865,522	\$ 177,392	4.8%
4.0 Regulation	\$ 4,396,516	\$ 3,350,996	\$ 2,968,755	\$ 3,965,332	\$ 4,162,288	\$ 196,956	5.0%
5.0 Outreach	\$ 92,538	\$ 99,661	\$ 121,091	\$ 168,044	\$ 164,284	\$ (3,760)	-2.2%
6.0 District Management and Administration	\$ 5,508,469	\$ 3,652,656	\$ 1,900,404	\$ 2,845,211	\$ 2,120,026	\$ (725,185)	-25.5%
TOTAL	\$ 26,706,688	\$ 21,890,069	\$ 12,970,667	\$ 48,329,087	\$ 52,484,465	\$ 4,155,378	8.6%

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current – Tentative)	% of Change (Current – Tentative)
Salaries and Benefits	\$ 8,999,478	\$ 7,980,504	\$ 7,026,076	\$ 8,101,845	\$ 8,123,975	\$ 22,130	0.3%
Other Personal Services	\$ 150,238	\$ 125,890	\$ 155,602	\$ 371,003	\$ 365,324	\$ (5,679)	-1.5%
Contracted Services	\$ 6,886,395	\$ 4,202,871	\$ 2,683,297	\$ 8,499,226	\$ 9,440,680	\$ 941,454	11.1%
Operating Expenses	\$ 3,075,909	\$ 4,526,367	\$ 2,036,653	\$ 3,466,403	\$ 3,326,695	\$ (139,708)	-4.0%
Operating Capital Outlay	\$ 278,548	\$ 268,035	\$ 228,632	\$ 606,925	\$ 805,076	\$ 198,151	32.6%
Fixed Capital Outlay	\$ 6,250,145	\$ 56,315	\$ 47,587	\$ 2,419,625	\$ 1,745,000	\$ (674,625)	-27.9%
Interagency Expenditures (Cooperative Funding)	\$ 1,065,975	\$ 4,730,087	\$ 792,820	\$ 24,864,060	\$ 28,677,715	\$ 3,813,655	15.3%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL	\$ 26,706,688	\$ 21,890,069	\$ 12,970,667	\$ 48,329,087	\$ 52,484,465	\$ 4,155,378	8.6%

SOURCE OF FUNDS

Fiscal Year 2014-15

	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Salaries and Benefits	\$ 3,374,615	\$ 746,610	\$ -	\$ 67,318	\$ 2,533,380	\$ 401,195	\$ 7,123,118
Other Personal Services	\$ 113,723	\$ 7,357	\$ -	\$ 1,889	\$ 223,554	\$ 3,301	\$ 349,824
Contracted Services	\$ 944,843	\$ 685,986	\$ -	\$ -	\$ 4,129,503	\$ 3,449,782	\$ 9,210,114
Operating Expenses	\$ 455,919	\$ 1,462,777	\$ -	\$ 51,389	\$ 677,470	\$ 83,745	\$ 2,731,300
Operating Capital Outlay	\$ 46,311	\$ 423,166	\$ -	\$ 20,800	\$ 210,308	\$ 6,400	\$ 706,985
Fixed Capital Outlay	\$ -	\$ 1,445,000	\$ -	\$ -	\$ 300,000	\$ -	\$ 1,745,000
Interagency Expenditures (Cooperative Funding)	\$ -	\$ 15,058,000	\$ -	\$ -	\$ 13,619,715	\$ -	\$ 28,677,715
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Intra-agency Transfers	\$ 765,204	\$ 544,373	\$ -	\$ 20,763	\$ 488,719	\$ 121,350	\$ 1,940,409
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 5,700,615	\$ 20,373,269	\$ -	\$ 162,159	\$ 22,182,649	\$ 4,065,773	\$ 52,484,465

RATE, OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	101.0	\$ 5,670,542	\$ 8,058,500	\$ 65,475	\$ 8,123,975
Other Personal Services	9.0	\$ 277,029	\$ 365,324	\$ -	\$ 365,324
Contracted Services			\$ 4,328,063	\$ 5,112,617	\$ 9,440,680
Operating Expenses			\$ 2,908,097	\$ 418,598	\$ 3,326,695
Operating Capital Outlay			\$ 443,953	\$ 361,123	\$ 805,076
Fixed Capital Outlay			\$ 10,000	\$ 1,735,000	\$ 1,745,000
Interagency Expenditures (Cooperative Funding)			\$ 8,000	\$ 28,669,715	\$ 28,677,715
Debt			\$ -	\$ -	\$ -
Reserves - Emergency Response			\$ -	\$ -	\$ -
TOTAL			\$ 16,121,937	\$ 36,362,528	\$ 52,484,465

WORKFORCE

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

WORKFORCE CATEGORY	Fiscal Year					(Current – Tentative) 2013-2014 to 2014-2015	
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	Difference	% Change
Authorized Positions	118.0	115.0	105.0	101.0	101.0	0.0	0.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	
Other Personal Services	15.0	17.0	15.0	10.0	9.0	(1.0)	-10.0%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	
TOTAL WORKFORCE	133.0	132.0	120.0	111.0	110.0	(1.0)	-0.90%

Program and Activity Allocations

Northwest Florida Water Management District
NEW ISSUES - REDUCTION SUMMARY
Fiscal Year 2014-15
Tentative Budget - August 1, 2014

	1.0 Water Resources Planning and Monitoring	2.0 Acquisition, Restoration and Public Works	3.0 Operation and Maintenance of Lands and Works	4.0 Regulation	5.0 Outreach	6.0 District Management and Administration	TOTAL
Reductions							
Salaries and Benefits	20,000	11,469	6,490	0	10,935	418,198	467,092
Other Personal Services	20,105	15,035	0	0	0	0	35,140
Contracted Services	0	1,195,446	38,730	0	0	144,755	1,378,931
Operating Expenses	0	0	245,716	143,072	0	77,741	466,529
Operating Capital Outlay	0	300	36,412	0	0	149,409	186,121
Fixed Capital Outlay	0	1,204,625	25,000	0	0	0	1,229,625
Interagency Expenditures (Cooperative Funding)	0	5,519,662	0	0	0	0	5,519,662
Reserves - Emergency Response	0	0	0	0	0	0	0
	40,105	7,946,537	352,348	143,072	10,935	790,103	

New Issues							
Salaries and Benefits	161,718	109,032	54,800	152,738	0	10,934	489,222
Other Personal Services	0	0	3,194	26,267	0	0	29,461
Contracted Services	1,663,674	440,000	156,421	53,790	6,500	0	2,320,385
Operating Expenses	102,326	66,821	103,015	0	675	53,984	326,821
Operating Capital Outlay	141,114	23,615	112,310	107,233	0	0	384,272
Fixed Capital Outlay	0	455,000	100,000	0	0	0	555,000
Interagency Expenditures (Cooperative Funding)	0	9,333,317	0	0	0	0	9,333,317
Reserves - Emergency Response	0	0	0	0	0	0	0
	2,068,832	10,427,785	529,740	340,028	7,175	64,918	

	1.0 Water Resources Planning and Monitoring	2.0 Acquisition, Restoration and Public Works	3.0 Operation and Maintenance of Lands and Works	4.0 Regulation	5.0 Outreach	6.0 District Management and Administration	TOTAL
NET CHANGE							
Salaries and Benefits	141,718	97,563	48,310	152,738	(10,935)	(407,264)	22,130
Other Personal Services	(20,105)	(15,035)	3,194	26,267	0	0	(5,679)
Contracted Services	1,663,674	(755,446)	117,691	53,790	6,500	(144,755)	941,454
Operating Expenses	102,326	66,821	(142,701)	(143,072)	675	(23,757)	(139,708)
Operating Capital Outlay	141,114	23,315	75,898	107,233	0	(149,409)	198,151
Fixed Capital Outlay	0	(749,625)	75,000	0	0	0	(674,625)
Interagency Expenditures (Cooperative Funding)	0	3,813,655	0	0	0	0	3,813,655
Debt	0	0	0	0	0	0	0
Reserves - Emergency Response	0	0	0	0	0	0	0
	2,028,727	2,481,248	177,392	196,956	(3,760)	(725,185)	4,155,378

Program and Activity Allocations

Water Resources Planning and Monitoring (Program 1.0)

This program area includes all water management planning, including water supply planning; other water resources planning; development of MFLs; research, data collection, analysis and monitoring; and technical assistance including local and regional plan and program review.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

1.0 Water Resources Planning and Monitoring

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 992,548	\$ 1,062,619	\$ 1,360,739	\$ 1,697,224	\$ 1,838,942	\$ 141,718	8.3%
Other Personal Services	\$ 47,822	\$ 27,779	\$ 19,281	\$ 40,944	\$ 20,839	\$ (20,105)	-49.1%
Contracted Services	\$ 2,062,336	\$ 1,776,454	\$ 826,050	\$ 3,880,327	\$ 5,544,001	\$ 1,663,674	42.9%
Operating Expenses	\$ 81,676	\$ 104,594	\$ 179,668	\$ 369,320	\$ 471,646	\$ 102,326	27.7%
Operating Capital Outlay	\$ 113,552	\$ 188,814	\$ 83,599	\$ 180,788	\$ 321,902	\$ 141,114	78.1%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Interagency Expenditures (Cooperative Funding)	\$ 189,330	\$ 50,000	\$ -	\$ 50,000	\$ 50,000	\$ -	0.0%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL	\$ 3,487,264	\$ 3,210,260	\$ 2,469,337	\$ 6,218,603	\$ 8,247,330	\$ 2,028,727	32.6%

SOURCE OF FUNDS

Fiscal Year 2014-15

	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Salaries and Benefits	\$ 178,071	\$ 491,647	\$ -	\$ 67,318	\$ 729,823	\$ 372,083	\$ 1,838,942
Other Personal Services	\$ 2,585	\$ 6,959	\$ -	\$ 1,889	\$ 6,105	\$ 3,301	\$ 20,839
Contracted Services	\$ 1,200	\$ 168,869	\$ -	\$ -	\$ 1,924,150	\$ 3,449,782	\$ 5,544,001
Operating Expenses	\$ 2,800	\$ 254,349	\$ -	\$ 51,389	\$ 79,363	\$ 83,745	\$ 471,646
Operating Capital Outlay	\$ -	\$ 181,403	\$ -	\$ 20,800	\$ 113,299	\$ 6,400	\$ 321,902
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 221,162	\$ 1,354,186	\$ -	\$ 162,159	\$ 3,000,000	\$ 4,027,928	\$ 8,765,435

RATE, OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	20.0	\$ 1,318,929	\$ 1,838,942	\$ -	\$ 1,838,942
Other Personal Services	1.0	\$ 18,869	\$ 20,839	\$ -	\$ 20,839
Contracted Services	-	\$ -	\$ 1,956,829	\$ 3,587,172	\$ 5,544,001
Operating Expenses			\$ 449,246	\$ 22,400	\$ 471,646
Operating Capital Outlay			\$ 255,547	\$ 66,355	\$ 321,902
Fixed Capital Outlay			\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)			\$ -	\$ 50,000	\$ 50,000
Debt			\$ -	\$ -	\$ -
Reserves - Emergency Response			\$ -	\$ -	\$ -
TOTAL			\$ 4,521,403	\$ 3,725,927	\$ 8,247,330

WORKFORCE

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

WORKFORCE CATEGORY	Fiscal Year					(Adopted -- TENTATIVE) 2013-2014 to 2014-2015	
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	Difference	% Change
Authorized Positions	17.0	19.0	19.0	20.0	20.0	0.0	0.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	
Other Personal Services	4.0	4.0	4.0	1.5	1.0	(0.5)	-33.3%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	
TOTAL WORKFORCE	21.0	23.0	23.0	21.5	21.0	(0.5)	-2.33%

Program and Activity Allocations

Changes and Trends

The major change for FY 2014-2015 is the implementation of a focused effort to develop MFLs for Northwest Florida. Intensive monitoring and the initiation of technical assessments will be performed for waterbodies on the District's priority list. This requires a significant increase in Contracted Services, as well as a shift of staff resources toward this activity.

The District will continue to provide technical assistance for interstate management of the ACF basin. This is reflected within Salaries and Benefits and Operating Expenses. Water supply planning will also see a continued level of effort. Additional watershed planning activity will continue to provide support for the state's efforts to identify and implement priority watershed restoration projects pursuant to the federal RESTORE Act.

The increase in Contracted Services reflects the continued work toward development of MFLs, as well as continuing implementation of the federally funded FEMA map modernization and Risk MAP programs.

Budget Variances

This program reflects an overall increase of \$2,028,727 or 32.6 percent due to increased efforts in MFL development and the FEMA programs, as described above. The budget increase is primarily for Contracted Services expenditures.

Major Budget Items

A significant increase in Contracted Services expenditures is planned to continue efforts to develop MFLs for priority waterbodies, along with associated hydrologic, water quality and ecological monitoring expenditures. It will also provide for the continued implementation of the federally funded FEMA map modernization and Risk MAP programs.

Program and Activity Allocations
Northwest Florida Water Management District
REDUCTIONS - NEW ISSUES
1.0 Water Resources Planning and Monitoring
Fiscal Year 2014-15
Tentative Budget - August 1, 2014

FY 2013-14 Budget (Current-Amended)			21.50	\$	6,218,603
Reductions					
Issue	Description	Issue Amount	Workforce	Category	Subtotal
Salaries and Benefits					20,000
1	Transfer labor cost to Surface Water Projects for DEP Springs project	20,000			
		-			
Other Personal Services					20,105
2	Division of Resource Management deleted a part-time OPS position and reduced (2) OPS positions from 1,300 hrs to 1,040 hrs each.	20,105	0.50		
		-			
Contracted Services					-
		-			
		-			
		-			
Operating Expenses					-
		-			
		-			
		-			
Operating Capital Outlay					-
		-			
		-			
		-			
Fixed Capital Outlay					-
		-			
		-			
		-			
Interagency Expenditures (Cooperative Funding)					-
		-			
		-			
		-			
Reserves					-
		-			
		-			
		-			
TOTAL REDUCTIONS			0.50		40,105

Program and Activity Allocations
Northwest Florida Water Management District
REDUCTIONS - NEW ISSUES
1.0 Water Resources Planning and Monitoring
Fiscal Year 2014-15
Tentative Budget - August 1, 2014

New Issues				
Issue	Description	Issue Amount	Workforce	Category Subtotal
Salaries and Benefits				161,718
1	Revisions due to changes in insurance and retirement rates, and creation of additional compensated absences and overhead projects.	161,718		
		-		
Other Personal Services				-
		-		
		-		
Contracted Services				1,663,674
2	Increased contractual costs to reflect MFL work plan needs.	1,205,900		
3	Increase primarily reflects FEMA flood map updates and flood risk evaluations.	431,255		
4	Increase to support water resource investigations and data collection.	26,519		
Operating Expenses				102,326
5	General expenditure increases reflects increased share of IT expenses.	102,326		
		-		
Operating Capital Outlay				141,114
6	General expenditure increases reflects increased share of IT expenses.	51,687		
7	increased share of IT expenses for computer hardware.	89,427		
		-		
Fixed Capital Outlay				-
		-		
		-		
Interagency Expenditures (Cooperative Funding)				-
		-		
		-		
Reserves				-
		-		
		-		
TOTAL NEW ISSUES			0.00	2,068,832
1.0 Water Resources Planning and Monitoring				
Total Workforce and Tentative Budget for FY 2014-15			21.00	\$ 8,267,330

Program and Activity Allocations

District Water Management Planning (Activity 1.1)

The District's Strategic Water Management Plan is the District-wide planning document developed pursuant to section 373.036, F.S. The document encompasses all other levels of water management planning that include, but are not limited to, local and regional water management and water supply planning, MFLs, and other long-term water resource planning efforts. The plan is currently being updated.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

1.1 District Water Management Planning

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current - Tentative)	% of Change (Current - Tentative)
Salaries and Benefits	\$ 423,458	\$ 213,942	\$ 434,816	\$ 1,032,729	\$ 922,448	\$ (110,281)	-10.7%
Other Personal Services	\$ 27,395	\$ 10,026	\$ 8,965	\$ 24,556	\$ 10,678	\$ (13,878)	-56.5%
Contracted Services	\$ 23,918	\$ 44,647	\$ 77,679	\$ 716,500	\$ 1,823,900	\$ 1,107,400	154.6%
Operating Expenses	\$ 8,305	\$ 8,606	\$ 15,002	\$ 32,646	\$ 72,657	\$ 40,011	122.6%
Operating Capital Outlay	\$ 27,070	\$ 12,503	\$ 27,366	\$ 64,200	\$ 92,800	\$ 28,600	44.5%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ 59,330	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ -	0.0%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 569,476	\$ 289,723	\$ 563,828	\$ 1,920,631	\$ 2,972,483	\$ 1,051,852	54.8%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ 183,595	\$ 343,323	\$ -	\$ -	\$ 2,731,503	\$ -	\$ 3,258,421

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 922,448	\$ -	\$ 922,448
Other Personal Services	\$ 10,678	\$ -	\$ 10,678
Contracted Services	\$ 1,822,400	\$ 1,500	\$ 1,823,900
Operating Expenses	\$ 50,257	\$ 22,400	\$ 72,657
Operating Capital Outlay	\$ 91,600	\$ 1,200	\$ 92,800
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ 50,000	\$ 50,000
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 2,897,383	\$ 75,100	\$ 2,972,483

Changes and Trends

The changes and trends for water management planning reflect those described above for Program 1.0: further enhancement and implementation of a focused effort to

Program and Activity Allocations

develop MFLs for Northwest Florida; technical assistance for the state's efforts with respect to the ACF interstate basin; and watershed planning in support of the state's RESTORE Act effort as well as project planning in support of other restoration efforts.

Budget Variances

The primary increase, as reflected in the table above, is for Contracted Services (154.6 percent). These funds will provide for consulting services to assist with planning, data collection, technical assessment, and implementation of MFLs for the District's priority waterbodies, as described in detail above. Operating Expenses and OCO also increased to further support the District's expanded and ambitious MFL development effort.

Major Budget Items

All expense categories, except for Interagency Expenditures (\$2,922,483) support the MFL priorities described above. The Interagency Expenditure amount of \$50,000 will support ongoing cooperative monitoring and watershed management initiative for SWIM priority waterbodies.

Program and Activity Allocations

Water Supply Planning (Subactivity 1.1.1)

The purpose of this activity is to address long-term planning to assess and quantify existing and reasonably anticipated water supply needs and sources, and to maximize the beneficial use of those sources for humans and natural systems. This includes water supply assessments developed pursuant to section 373.036, F.S., and RWSPs developed pursuant to section 373.709, F.S.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SUBACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

1.1.1 Water Supply Planning

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current - Tentative)	% of Change (Current - Tentative)
Salaries and Benefits	\$ 60,212	\$ 78,449	\$ 134,036	\$ 83,121	\$ 90,204	\$ 7,083	8.5%
Other Personal Services	\$ 5,855	\$ 6,584	\$ 6,406	\$ 6,227	\$ 2,585	\$ (3,642)	-58.5%
Contracted Services	\$ 9,743	\$ 44	\$ 403	\$ 101,200	\$ 1,200	\$ (100,000)	-98.8%
Operating Expenses	\$ 2,879	\$ 1,588	\$ 1,160	\$ 2,700	\$ 2,800	\$ 100	3.7%
Operating Capital Outlay	\$ 21,207	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ 59,330	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 159,226	\$ 86,665	\$ 142,005	\$ 193,248	\$ 96,789	\$ (96,459)	-49.9%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ 124,626	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124,626

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 90,204	\$ -	\$ 90,204
Other Personal Services	\$ 2,585	\$ -	\$ 2,585
Contracted Services	\$ 1,200	\$ -	\$ 1,200
Operating Expenses	\$ 2,800	\$ -	\$ 2,800
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 96,789	\$ -	\$ 96,789

Changes and Trends

Expenditures planned for water supply planning are generally lower than FY 2013-2014. This reflects completion of the WSA update, the Region III RWSP update and a District-

Program and Activity Allocations

wide water use study. Expenditures for this activity are generally variable and cyclical expenses that support periodic updates to WSAs and RWSPs.

Budget Variances

Increased expenditures for Salaries and Benefits (8.5 percent) reflect enhanced data collection, analysis in support of improved long-term water supply planning and the salaries and benefits associated with those activities. The decrease in Contracted Services expenditures (98.8 percent) reflects completion of a District-wide water use study described above.

Major Budget Items

Salaries and Benefits remain the key resource to supporting the continuation of water use data collection and analysis so we may continually improve long-term water supply planning efforts.

Program and Activity Allocations

Minimum Flows and Levels (Subactivity 1.1.2)

The foundation of the development of minimum surface and groundwater levels and surface water flows is established in section 373.042, F.S., to protect water resources from significant harm.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SUBACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

1.1.2 Minimum Flows and Levels

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current - Tentative)	% of Change (Current - Tentative)
Salaries and Benefits	\$ 68,505	\$ 54,062	\$ 138,307	\$ 272,958	\$ 417,524	\$ 144,566	53.0%
Other Personal Services	\$ 8,246	\$ 1,871	\$ 2,245	\$ 5,018	\$ 3,579	\$ (1,439)	-28.7%
Contracted Services	\$ 14,000	\$ 44,603	\$ 77,258	\$ 615,300	\$ 1,821,200	\$ 1,205,900	196.0%
Operating Expenses	\$ 1,309	\$ 1,278	\$ 6,706	\$ 22,646	\$ 44,307	\$ 21,661	95.7%
Operating Capital Outlay	\$ 5,863	\$ 12,503	\$ 27,366	\$ 64,200	\$ 91,600	\$ 27,400	42.7%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 97,923	\$ 114,316	\$ 251,882	\$ 980,122	\$ 2,378,210	\$ 1,398,088	142.6%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ 48,364	\$ -	\$ -	\$ -	\$ 2,456,177	\$ -	\$ 2,504,541

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 417,524	\$ -	\$ 417,524
Other Personal Services	\$ 3,579	\$ -	\$ 3,579
Contracted Services	\$ 1,821,200	\$ -	\$ 1,821,200
Operating Expenses	\$ 21,907	\$ 22,400	\$ 44,307
Operating Capital Outlay	\$ 91,600	\$ -	\$ 91,600
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 2,355,810	\$ 22,400	\$ 2,378,210

Changes and Trends

Work to be conducted in FY 2014-2015 includes the collection of ground and surface water data for the St. Marks River Rise, Wakulla Springs, Sally Ward Spring system and the development of conceptual groundwater flow models, including models to simulate conduit flow. New monitor wells will be constructed and instrumented to collect groundwater data for the coastal Floridan aquifer in Franklin County and the coastal

Program and Activity Allocations

Floridan aquifer in Planning Region II. The initiation of an expanded hydrologic data collection program for Jackson Blue Spring is also planned for FY 2014-2015.

Expenditures for all categories are increasing significantly, reflecting the District's focus on its new MFL program.

Budget Variances

The most significant increases in expenditures are in Contracted Services (196.0 percent), Salaries and Benefits (53 percent), Operating Expenses (95.7 percent), and OCO (42.7 percent); all of which support the District's expanded and ambitious MFL development effort, described in detail above.

Major Budget Items

The major budget items for FY 2014-2015 include a total \$2,330,324 in Salaries and Benefits, Contracted Services, Operating Expenses and OCO as required to implement the MFL development program.

Program and Activity Allocations

Other Water Resources Planning (Subactivity 1.1.3)

This subactivity includes water management planning efforts not otherwise captured above, such as comprehensive planning, watershed assessment and plans, SWIM/Basin planning, and feasibility studies.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT SUBACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

1.1.3 Other Resource Planning

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current - Tentative)	% of Change (Current - Tentative)
Salaries and Benefits	\$ 294,741	\$ 81,431	\$ 162,473	\$ 676,650	\$ 414,720	\$ (261,930)	-38.7%
Other Personal Services	\$ 13,294	\$ 1,571	\$ 314	\$ 13,311	\$ 4,514	\$ (8,797)	-66.1%
Contracted Services	\$ 175	\$ -	\$ 18	\$ -	\$ 1,500	\$ 1,500	
Operating Expenses	\$ 4,117	\$ 5,740	\$ 7,136	\$ 7,300	\$ 25,550	\$ 18,250	250.0%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ 1,200	\$ 1,200	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ -	0.0%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 312,327	\$ 88,742	\$ 169,941	\$ 747,261	\$ 497,484	\$ (249,777)	-33.4%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ 10,605	\$ 343,323	\$ -	\$ -	\$ 275,326	\$ -	\$ 629,254

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 414,720	\$ -	\$ 414,720
Other Personal Services	\$ 4,514	\$ -	\$ 4,514
Contracted Services	\$ -	\$ 1,500	\$ 1,500
Operating Expenses	\$ 25,550	\$ -	\$ 25,550
Operating Capital Outlay	\$ -	\$ 1,200	\$ 1,200
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ 50,000	\$ 50,000
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 444,784	\$ 52,700	\$ 497,484

Changes and Trends

Planned expenditures reflect a decrease in Salaries and Benefits and an increase in Operating Expenses from the FY 2013-2014 budget. These expenditures provide technical support for the state's efforts with respect to the ACF basin, as well as efforts

Program and Activity Allocations

to identify and implement priority watershed restoration projects for SWIM priority waterbodies and pursuant to the federal RESTORE Act. Additionally, staff resources are employed to support the State's effort to improve protection of major spring systems and to identify and implement spring restoration projects.

Budget Variances

The primary variance reflected is a decrease in Salaries and Benefits (38.7 percent), attributable to a technical adjustment to compensated absences now being reflected across multiple program areas.

Major Budget Items

The major budget items for FY 2014-2015 include \$414,720 in Salaries and Benefits, \$25,550 in Operating Expenses, and \$50,000 in Interagency Expenditures to support accomplishment of previously described priorities, including ACF basin coordination, project planning and development for watershed and springs protection, and interagency RESTORE Act related coordination. Additional related activities include development of annual updates to the Consolidated Annual Report, Florida Forever Work Plan, and Annual Strategic Plan. The Interagency Expenditures amount of \$50,000 will support a cooperative monitoring and watershed management initiative for SWIM priority waterbodies.

Program and Activity Allocations

Research, Data Collection, Analysis and Monitoring (Activity 1.2)

These activities support water management planning, restoration and preservation efforts including water quality monitoring; data collection; and evaluation and research. This activity includes operation of the District's ground and surface water monitoring networks; hydrologic data collection for water resources development; special projects performed in cooperation with state and federal agencies, local governments and utilities; and data collection, analysis and monitoring associated with the SWIM program as well as regional water supply planning activities.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

1.2 Research, Data Collection, Analysis and Monitoring

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current - Tentative)	% of Change (Current - Tentative)
Salaries and Benefits	\$ 339,370	\$ 383,296	\$ 321,692	\$ 305,583	\$ 408,108	\$ 102,525	33.6%
Other Personal Services	\$ 15,454	\$ 10,989	\$ 9,128	\$ 10,588	\$ 9,366	\$ (1,222)	-11.5%
Contracted Services	\$ 126,573	\$ 34,930	\$ 53,435	\$ 97,300	\$ 126,780	\$ 29,480	30.3%
Operating Expenses	\$ 64,188	\$ 71,827	\$ 147,136	\$ 254,589	\$ 161,619	\$ (92,970)	-36.5%
Operating Capital Outlay	\$ 86,482	\$ 176,311	\$ 56,233	\$ 109,088	\$ 132,175	\$ 23,087	21.2%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 712,067	\$ 677,354	\$ 587,624	\$ 777,148	\$ 838,048	\$ 60,900	7.8%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ -	\$ 307,570	\$ -	\$ 162,159	\$ 268,497	\$ 225,065	\$ 963,291

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 408,108	\$ -	\$ 408,108
Other Personal Services	\$ 9,366	\$ -	\$ 9,366
Contracted Services	\$ 63,900	\$ 62,880	\$ 126,780
Operating Expenses	\$ 161,619	\$ -	\$ 161,619
Operating Capital Outlay	\$ 67,020	\$ 65,155	\$ 132,175
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 710,013	\$ 128,035	\$ 838,048

Changes and Trends

The Operating Expenses category decreased significantly from FY 2013-2014, reflecting more accurate budget estimates for fuel and vehicle maintenance costs; a one-time purchase of hydrologic data management software purchased in FY 2013-

Program and Activity Allocations

2014; and software expenses moved to IT. Salaries and Benefits increased due to higher staff allocation on hydrologic monitoring activities. OCO increased slightly due to expenses associated with completion of real-time emergency monitoring stations in FY 2013-2014. Other Personal Services decreased slightly due to reduction of one position that was utilized in several program areas.

Budget Variances

The primary variances between FY 2013-2014 and FY 2014-2015 include an increase in Salaries and Benefits (33.6 percent), reflecting increased monitoring of groundwater resources to support groundwater model development and water resource development. Contracted Services increased 30.3 percent for associated additional hydrologic monitoring. The reduction in Other Personal Services (11.5 percent) reflects the reduction of one part-time position. The reduction in Operating Expenses (36.5 percent) reflects more accurate budget estimates for fuel and vehicle maintenance costs that were realigned from administrative overhead to projects in FY 2013-2014 and budgeted at higher levels than needed. The reduction also reflects more accurate budget estimates from actual costs in FY 2013-2014; a one-time purchase of hydrologic data management software purchased in FY 2013-2014.

Major Budget Items

The major budget items under this activity are Salaries and Benefits, OPS, Contracted Services, Operating Expenses and OCO (\$838,048). These provide for continuation of District-wide surface water and groundwater monitoring, including maintenance, operation and continued expansion of hydrologic monitoring District-wide to support resources assessment, regulatory programs and emergency management activities.

Program and Activity Allocations

Technical Assistance (Activity 1.3)

Technical assistance activities include local, state, tribal and federal planning support, including review of state transportation projects; floodplain management and mapping efforts; assistance to the state Emergency Operations Center; local government comprehensive plan technical assistance; developments of regional impact review; and coastal zone management technical assistance.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

1.3 Technical Assistance

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current - Tentative)	% of Change (Current - Tentative)
Salaries and Benefits	\$ 229,720	\$ 454,162	\$ 603,758	\$ 357,673	\$ 355,611	\$ (2,062)	-0.6%
Other Personal Services	\$ 4,973	\$ 6,745	\$ 1,188	\$ 5,800	\$ 795	\$ (5,005)	-86.3%
Contracted Services	\$ 1,911,845	\$ 1,696,877	\$ 694,936	\$ 3,066,527	\$ 3,497,782	\$ 431,255	14.1%
Operating Expenses	\$ 9,183	\$ 24,162	\$ 15,838	\$ 47,683	\$ 42,821	\$ (4,862)	-10.2%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 2,205,721	\$ 2,231,945	\$ 1,315,720	\$ 3,477,683	\$ 3,897,009	\$ 419,326	12.1%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ 37,567	\$ 163,503	\$ -	\$ -	\$ -	\$ 3,802,863	\$ 4,003,933

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 355,611	\$ -	\$ 355,611
Other Personal Services	\$ 795	\$ -	\$ 795
Contracted Services	\$ 48,000	\$ 3,449,782	\$ 3,497,782
Operating Expenses	\$ 42,821	\$ -	\$ 42,821
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 447,227	\$ 3,449,782	\$ 3,897,009

Program and Activity Allocations

Changes and Trends

Contracted Services increased to reflect ongoing coastal flood mapping work that is part of a multi-year effort to update flood maps in coastal areas across the District and the completion of a larger number of contractual tasks and studies during FY 2014-2015 than the previous year.

Budget Variances

The reduction in Other Personal Services (86.3 percent) reflects a reduced need for OPS staff time in this activity. Operating Expenses decreased (10.2 percent) due to a lesser need for staff travel and other program expenses. The increase in Contracted Services (14.1 percent) is reflective of ongoing coastal flood mapping work that is part of a multi-year effort to update flood maps in coastal areas across the District.

Major Budget Items

The major budget items include Salaries and Benefits, OPS, Operating Expenses and Contracted Services (\$3,897,009). These primarily support continued implementation of the District's flood hazard mapping, assessment and planning initiatives through Risk MAP and the updating of coastal flood maps. Both the Flood Information Portal and public LiDAR data websites will be maintained over the coming year to provide flood maps and topographic information to the public. Other ongoing efforts provided for under Activity 1.3 include recurring emergency management and intergovernmental coordination and technical assistance activities.

Program and Activity Allocations

Technology and Information Services (Activity 1.5)

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

1.5 Technology and Information Services

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current – Tentative)	% of Change (Current – Tentative)
Salaries and Benefits	\$ -	\$ 11,219	\$ 473	\$ 1,239	\$ 152,775	\$ 151,536	12230.5%
Other Personal Services	\$ -	\$ 19	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ -	\$ -	\$ -	\$ 95,539	\$ 95,539	
Operating Expenses	\$ -	\$ -	\$ 1,692	\$ 34,402	\$ 194,549	\$ 160,147	465.5%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ 7,500	\$ 96,927	\$ 89,427	1192.4%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ -	\$ 11,239	\$ 2,165	\$ 43,141	\$ 539,790	\$ 496,649	1151.2%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ -	\$ 539,790	\$ -	\$ -	\$ -	\$ -	\$ 539,790

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 152,775	\$ -	\$ 152,775
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 22,529	\$ 73,010	\$ 95,539
Operating Expenses	\$ 194,549	\$ -	\$ 194,549
Operating Capital Outlay	\$ 96,927	\$ -	\$ 96,927
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 466,780	\$ 73,010	\$ 539,790

Changes and Trends

Over the past three years, the EOG, Legislature and DEP have coordinated with the five water management districts to improve consistency in numerous functional areas, including equipment replacement cycles and financial and budget reporting. To provide more accurate program costs versus administrative costs, the districts agreed to certain allocations or direct charging of costs previously paid from the administrative activities. The proposed budget reflects the allocation of IT staff time, purchase of supplies and equipment, and allocated costs for technology enhancements.

Program and Activity Allocations

The District initiated spending funds from the newly created Technology and Information Services activity in FY 2012-2013 to begin capturing the costs associated with each program.

The FY 2014-2015 budget further allocates a share of the recurring licensing, software maintenance and IT staff time associated with developing and maintaining information technology software and hardware for the program areas.

Budget Variances

The FY 2014-2015 increases reflect the improved allocation of both recurring and non-recurring IT costs related to the program areas and the need to implement several new technologies, which requires both software and hardware to improve services and infrastructure to support District business needs. Of the \$539,790 proposed budget, \$73,010 is non-recurring.

Major Budget Items

Contracted Services, Operating Services and OCO make up \$387,015 of the activity's \$539,790 FY 2014-2015 budget. Purchase of hardware, software and contracted services are included in these categories for proposed information technology upgrades, improvements and enhancements.

Program and Activity Allocations

Acquisition, Restoration and Public Works (Program 2.0)

This program includes the development and construction of all capital projects (except for those contained in Program 3.0), including water resource development projects; water supply development assistance; water control projects; support and administrative facilities construction; cooperative projects; land acquisition; and the restoration of lands and waterbodies.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

2.0 Acquisition, Restoration and Public Works

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current – Tentative)	% of Change (Current – Tentative)
Salaries and Benefits	\$ 737,541	\$ 779,770	\$ 756,459	\$ 650,616	\$ 748,179	\$ 97,563	15.0%
Other Personal Services	\$ 15,762	\$ 20,564	\$ 24,462	\$ 29,552	\$ 14,517	\$ (15,035)	-50.9%
Contracted Services	\$ 1,308,330	\$ 878,346	\$ 764,133	\$ 3,153,251	\$ 2,397,805	\$ (755,446)	-24.0%
Operating Expenses	\$ 221,051	\$ 2,399,890	\$ 332,599	\$ 426,438	\$ 493,259	\$ 66,821	15.7%
Operating Capital Outlay	\$ -	\$ 9,319	\$ 70,822	\$ 18,225	\$ 41,540	\$ 23,315	127.9%
Fixed Capital Outlay	\$ 5,449,349	\$ -	\$ 15,000	\$ 2,359,625	\$ 1,610,000	\$ (749,625)	-31.8%
Interagency Expenditures (Cooperative Funding)	\$ 812,635	\$ 4,657,450	\$ 782,096	\$ 24,806,060	\$ 28,619,715	\$ 3,813,655	15.4%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL	\$ 8,544,668	\$ 8,745,340	\$ 2,745,571	\$ 31,443,767	\$ 33,925,015	\$ 2,481,248	7.9%

SOURCE OF FUNDS

Fiscal Year 2014-15

	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Salaries and Benefits	\$ 147,824	\$ 104,067	\$ -	\$ -	\$ 496,288	\$ -	\$ 748,179
Other Personal Services	\$ 13,920	\$ 398	\$ -	\$ -	\$ 199	\$ -	\$ 14,517
Contracted Services	\$ 16,553	\$ 258,045	\$ -	\$ -	\$ 2,123,207	\$ -	\$ 2,397,805
Operating Expenses	\$ 42,250	\$ 182,544	\$ -	\$ -	\$ 268,465	\$ -	\$ 493,259
Operating Capital Outlay	\$ -	\$ 13,847	\$ -	\$ -	\$ 27,693	\$ -	\$ 41,540
Fixed Capital Outlay	\$ -	\$ 1,310,000	\$ -	\$ -	\$ 300,000	\$ -	\$ 1,610,000
Interagency Expenditures (Cooperative Funding)	\$ -	\$ 15,000,000	\$ -	\$ -	\$ 13,619,715	\$ -	\$ 28,619,715
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 268,920	\$ 16,887,843	\$ -	\$ -	\$ 16,971,418	\$ -	\$ 34,128,181

RATE, OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	8.0	\$ 520,069	\$ 682,704	\$ 65,475	\$ 748,179
Other Personal Services	1.0	\$ 13,144	\$ 14,517	\$ -	\$ 14,517
Contracted Services			\$ 1,267,410	\$ 1,130,395	\$ 2,397,805
Operating Expenses			\$ 255,800	\$ 237,459	\$ 493,259
Operating Capital Outlay			\$ -	\$ 41,540	\$ 41,540
Fixed Capital Outlay			\$ -	\$ 1,610,000	\$ 1,610,000
Interagency Expenditures (Cooperative Funding)			\$ -	\$ 28,619,715	\$ 28,619,715
Debt			\$ -	\$ -	\$ -
Reserves - Emergency Response			\$ -	\$ -	\$ -
TOTAL			\$ 2,220,431	\$ 31,704,584	\$ 33,925,015

WORKFORCE

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

WORKFORCE CATEGORY	Fiscal Year					(Adopted – TENTATIVE) 2013-2014 to 2014-2015	
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	Difference	% Change
Authorized Positions	14.0	12.0	12.0	8.0	8.0	0.0	0.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	
Other Personal Services	4.0	4.0	4.0	1.5	1.0	(0.5)	-33.3%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	
TOTAL WORKFORCE	18.0	16.0	16.0	9.5	9.0	(0.5)	-5.26%

Program and Activity Allocations

Changes and Trends

Contracted Services under this program are expected to decline during FY 2014-2015 due to a reduction in planned FDOT mitigation tasks. The District does not anticipate having to make additional land purchases for mitigation activities in FY 2014-2015.

Cooperative funding expenditures will increase. While major expenditures have been completed for alternative water supply development projects funded from the Water Protection and Sustainability Program, anticipated newly appropriated funding is budgeted to accomplish District and State priorities for protection and restoration of major spring systems. Continuing expenditures are also planned to accomplish stormwater retrofit and restoration priorities in the Apalachicola and St. Andrew Bay watersheds and to implement a continuing water supply development assistance grant program.

The FCO budget under Activity 2.6, Other Acquisition and Restoration Activities, will decline significantly with the proposed completion of the Williford Springs Restoration and Protection project, as well as the expected completion of streambank restoration and protection projects on Holmes Creek in cooperation with Washington County.

Budget Variances

This program reflects an overall increase of \$2,481,248. This includes decreases of \$755,446 (24.0 percent) and \$749,625 (31.8 percent) for Contracted Services and FCO, respectively, and an increase of \$3,813,655 (15.4 percent) for Interagency Expenditures. The tentative budget reflects completed expenditures for alternative water supply development and spring restoration, as well as continued implementation of water quality improvement projects in the Apalachicola and St. Andrew Bay watersheds. The increase reflects anticipated new funding to improve conditions in Wakulla Springs, Jackson Blue Spring, and springs associated with the Holmes Creek and Econfinia Creek systems.

Major Budget Items

Continued expenditures for grant funding of \$28,619,715 will help local governments and non-profit utilities achieve water supply development priorities and implement major stormwater retrofit projects, as well as supporting additional spring restoration and protection priorities as funded by the Legislature.

Interagency Expenditures include \$15,000,000 for water supply development grants (funded with carryover funding from General Fund Reserves). The funding from the General Fund Reserves will be used to continue the District's new water supply development assistance grant funding initiative for local governments and utilities across Northwest Florida.

Interagency expenditures also include \$2,303,446, a partial carryover of a legislative appropriation, to support cooperative water quality improvement projects for Apalachicola Bay; \$4,604,569 from the Ecosystem Management and Restoration Trust Fund to continue stormwater retrofit assistance for local governments; and \$340,000 carryover of state funds for the Jackson Blue Spring basin water conservation and quality improvement project.

Program and Activity Allocations
Northwest Florida Water Management District
REDUCTIONS - NEW ISSUES
2.0 Acquisition, Restoration and Public Works
Fiscal Year 2014-15
Tentative Budget - August 1, 2014

FY 2013-14 Budget (Current-Amended)			9.50	\$	31,443,767
Reductions					
Issue	Description	Issue Amount	Workforce	Category	Subtotal
Salaries and Benefits					11,469
1	Salaries-FT & Benefits - fewer acquisition projects	11,469			
		-			
Other Personal Services					15,035
2	Division of Resource Management deleted a part-time OPS position and reduced (2) OPS positions from 1,300 hrs to 1,040 hrs each.	15,035			
		-			
Contracted Services					1,195,446
3	Reduction in DOT Mitigation Activities for FY 14-15	306,134			
4	Completion of updated Apalachicola Bay hydrodynamic model.	291,670			
5	Completion of Williford Spring restoration activities.	377,287			
6	Reduction in other restoration and water resource	220,355			
		-			
Operating Expenses					-
		-			
		-			
		-			
Operating Capital Outlay					300
7	Reallocated to operating expenses.	300			
		-			
Fixed Capital Outlay					1,204,625
8	Partial completion of Non-Recurring Spring Restoration & Protection Project	1,095,000			
9	Midway Headquarters office complex improvements	109,625			
Interagency Expenditures (Cooperative Funding)					5,519,662
10	Reflects expenditures for major water supply development and restoration projects.	5,519,662			
		-			
Debt					-
		-			
		-			
Reserves					-
		-			
		-			
		-			
TOTAL REDUCTIONS			0.50		7,946,537

Program and Activity Allocations
Northwest Florida Water Management District
REDUCTIONS - NEW ISSUES
2.0 Acquisition, Restoration and Public Works
Fiscal Year 2014-15
Tentative Budget - August 1, 2014

New Issues				
Issue	Description	Issue Amount	Workforce	Category Subtotal
Salaries and Benefits				109,032
1	Division of Resource Management revisions due to changes in insurance and retirement rates, and creation of additional compensated absences and overhead	89,032		
2	Transfer labor cost from Other Water Resources Planning	20,000		
Other Personal Services				-
		-		
		-		
Contracted Services				440,000
3	Contracted Services budget for DEP Springs project	440,000		
		-		
Operating Expenses				66,821
4	Division of Resource Management primarily reflects increased share of IT expenses.	56,896		
5	Reallocated from operating capital outlay	300		
6	Midway Headquarters office complex improvements	9,625		
Operating Capital Outlay				23,615
7	Division of Resource Management's general expenditures increased due to an increase in its share of IT expenses for computer hardware.	23,615		
		-		
Fixed Capital Outlay				455,000
8	Signage for Williford Spring Restoration & Protection	75,000		
9	Econfinia Office Construction Activities	80,000		
10	Construction needs for DEP Springs project	300,000		
Interagency Expenditures (Cooperative Funding)				9,333,317
11	Grants for water resource development	3,245,817		
12	Grants for DEP Springs projects	6,087,500		
		-		
		-		
		-		
Debt				-
		-		
		-		
Reserves				-
		-		
		-		
TOTAL NEW ISSUES			0.00	10,427,785
2.0 Acquisition, Restoration and Public Works			9.00	\$ 33,925,015
Total Workforce and Tentative Budget for FY 2014-15			9.00	\$ 33,925,015

Program and Activity Allocations

Land Acquisition (Activity 2.1)

This activity is for the acquisition of land and facilities for the protection and management of water resources. This activity category does not include land acquisition components of water resource development projects, surface water projects, or other cooperative projects. However, it does include land acquisition programs implemented through Florida Forever for the permanent protection and preservation of the water resources of Northwest Florida. Typical purchases have included acquisition of the floodplain of the major rivers in Northwest Florida, as well as the acquisition of aquifer recharge areas that protect potable water supplies. Acquisitions are characterized as fee (District owns outright) or other less-than-fee (seller retains ownership) interests in lands needed for water management, water supply, or the conservation or protection of water resources.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

2.1 - Land Acquisition

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current - Tentative)	% of Change (Current - Tentative)
Salaries and Benefits	\$ 43,614	\$ 16,357	\$ 10,660	\$ 18,284	\$ 6,815	\$ (11,469)	-62.7%
Other Personal Services	\$ 982	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ 125,285	\$ 3,069	\$ 17,781	\$ 34,750	\$ 34,750	\$ -	0.0%
Operating Expenses	\$ 476	\$ -	\$ 367	\$ 3,600	\$ 3,600	\$ -	0.0%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ 5,324,745	\$ -	\$ 15,000	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 5,495,102	\$ 19,426	\$ 43,808	\$ 56,634	\$ 45,165	\$ (11,469)	-20.3%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ 500	\$ 46,710	\$ -	\$ -	\$ -	\$ -	\$ 47,210

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 6,815	\$ -	\$ 6,815
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 34,750	\$ -	\$ 34,750
Operating Expenses	\$ 3,600	\$ -	\$ 3,600
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 45,165	\$ -	\$ 45,165

Program and Activity Allocations

Changes and Trends

Except for a reduction in Salaries and Benefits due to decreased land acquisition efforts, the proposed FY 2014-2015 land acquisition budget essentially remained the same as the current FY 2013-2014 amended budget.

Budget Variances

Except for a 62.7 percent reduction in Salaries and Benefits, there are no notable budget variances proposed for FY 2014-2015.

Major Budget Items

There are no major budget items for this activity.

Program and Activity Allocations

Water Source Development (Activity 2.2)

This activity includes water resource development projects and regional or local water supply development assistance projects designed to increase the availability of water supplies for consumptive use.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

2.2 - Water Source Development

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current - Tentative)	% of Change (Current - Tentative)
Salaries and Benefits	\$ 263,969	\$ 168,405	\$ 166,207	\$ 163,108	\$ 177,778	\$ 14,670	9.0%
Other Personal Services	\$ 8,322	\$ 7,209	\$ 14,397	\$ 14,011	\$ 14,318	\$ 307	2.2%
Contracted Services	\$ 289,006	\$ 116,555	\$ 14,044	\$ 102,500	\$ 226,200	\$ 123,700	120.7%
Operating Expenses	\$ 15,674	\$ 8,179	\$ 7,071	\$ 10,600	\$ 3,400	\$ (7,200)	-67.9%
Operating Capital Outlay	\$ -	\$ 1,320	\$ 2,086	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ 17,152	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ 167,468	\$ 4,627,450	\$ 341,785	\$ 15,470,000	\$ 15,000,000	\$ (470,000)	-3.0%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 761,591	\$ 4,929,118	\$ 545,590	\$ 15,760,219	\$ 15,421,696	\$ (338,523)	-2.1%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ 228,420	\$ 15,250,904	\$ -	\$ -	\$ -	\$ -	\$ 15,479,324

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 177,778	\$ -	\$ 177,778
Other Personal Services	\$ 14,318	\$ -	\$ 14,318
Contracted Services	\$ 1,200	\$ 225,000	\$ 226,200
Operating Expenses	\$ 3,400	\$ -	\$ 3,400
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ 15,000,000	\$ 15,000,000
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 196,696	\$ 15,225,000	\$ 15,421,696

Changes and Trends

Budgeted expenditures for this activity reflect a decrease from the FY 2013-2014 budget, as a result of completing expenditures for a major alternative water supply development project.

Budget Variances

The primary changes reflected from FY 2013-2014 are the increase in Contracted Services (120.7 percent) and decrease in Operating Expenses (67.9 percent). Additional variances include increased expenditures for reallocations of staff and Other

Program and Activity Allocations

Personal Services. Details are provided in the following discussions of subactivities 2.2.1 and 2.2.2.

Major Budget Items

The major budget items are Interagency Expenditures (\$15.0 million), Contracted Services (\$226,200) and Salaries and Benefits (\$177,778), which support the cooperative funding program and water resource development as described below.

Program and Activity Allocations

Water Resource Development Projects (Subactivity 2.2.1)

This subactivity includes projects designed to create, from traditional or alternative sources, an identifiable, quantifiable supply of water for existing and/or future reasonable-beneficial uses. These projects do not include the construction of facilities for water supply development, as defined in section 373.019(26), F.S. Such projects may include the construction, operation and maintenance of major public works facilities that provide for the augmentation of available surface and groundwater supply or that create alternative sources of supply. Water resource development projects are to be identified in water management district RWSPs or district water management plans, as applicable and the water resource development work program.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SUBACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

2.2.1 Water Resource Development Projects

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 258,310	\$ 163,645	\$ 159,342	\$ 108,651	\$ 147,324	\$ 38,673	35.6%
Other Personal Services	\$ 8,322	\$ 6,992	\$ 14,348	\$ 12,065	\$ 13,920	\$ 1,855	15.4%
Contracted Services	\$ 51,059	\$ 21,907	\$ 1,950	\$ 100,000	\$ 225,000	\$ 125,000	125.0%
Operating Expenses	\$ 15,312	\$ 7,946	\$ 6,805	\$ 9,400	\$ 2,250	\$ (7,150)	-76.1%
Operating Capital Outlay	\$ -	\$ 1,320	\$ 2,086	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ 17,152	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 350,155	\$ 201,811	\$ 184,531	\$ 230,116	\$ 388,494	\$ 158,378	68.8%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ 228,420	\$ 208,447	\$ -	\$ -	\$ -	\$ -	\$ 436,867

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 147,324	\$ -	\$ 147,324
Other Personal Services	\$ 13,920	\$ -	\$ 13,920
Contracted Services	\$ -	\$ 225,000	\$ 225,000
Operating Expenses	\$ 2,250	\$ -	\$ 2,250
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 163,494	\$ 225,000	\$ 388,494

Changes and Trends

The increase of expenditures for this activity is primarily reflected in Salaries and Benefits and Contracted Services to develop and refine groundwater flow models. The

Program and Activity Allocations

models will support the RWSP and Resource Regulation programs. This is anticipated to be a recurring expense. The budgeted expenditures also reflect a reduction in Operating Expenses due to shifting project-related priorities.

Budget Variances

The primary changes over the current year budget are the increases in Salaries and Benefits (35.6 percent) and Contracted Services (125.0 percent) as described above. Reduced expenses for fuel and field and technical supplies and for Capital Outlay reflect a reallocation of expenditures to more accurately report them under Activity 1.2.

Major Budget Items

The major budget items are Salaries and Benefits operating expenses and Contracted Services. These support the District's Water Resource Development program, including groundwater model development and interpretation and potential project development in support of RWSPs.

Program and Activity Allocations

Water Supply Development Assistance (Subactivity 2.2.2)

This subactivity provides financial assistance for regional and local water supply development projects. Such projects may include the construction of facilities identified as “water supply development” pursuant to section 373.019(26), F.S.

This subactivity includes assistance provided to local governments and water utilities in their efforts to develop traditional and alternative water supply sources to meet demands or to address shortcomings in traditional sources. This can include assistance with reuse projects, regional system interconnection, alternative surface water sources, and other traditional or alternative activities that increase the long-term reliability of water resources.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SUBACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

2.2.2 Water Supply Development Assistance

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current – Tentative)	% of Change (Current – Tentative)
Salaries and Benefits	\$ 5,659	\$ 4,760	\$ 6,865	\$ 54,457	\$ 30,454	\$ (24,003)	-44.1%
Other Personal Services	\$ -	\$ 217	\$ 49	\$ 1,946	\$ 398	\$ (1,548)	-79.5%
Contracted Services	\$ 237,947	\$ 94,648	\$ 12,094	\$ 2,500	\$ 1,200	\$ (1,300)	-52.0%
Operating Expenses	\$ 362	\$ 232	\$ 266	\$ 1,200	\$ 1,150	\$ (50)	-4.2%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ 167,468	\$ 4,627,450	\$ 341,785	\$ 15,470,000	\$ 15,000,000	\$ (470,000)	-3.0%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 411,436	\$ 4,727,308	\$ 361,059	\$ 15,530,103	\$ 15,033,202	\$ (496,901)	-3.2%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ -	\$ 15,042,457	\$ -	\$ -	\$ -	\$ -	\$ 15,042,457

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	(Recurring - all revenues)	(Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 30,454	\$ -	\$ 30,454
Other Personal Services	\$ 398	\$ -	\$ 398
Contracted Services	\$ 1,200	\$ -	\$ 1,200
Operating Expenses	\$ 1,150	\$ -	\$ 1,150
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ 15,000,000	\$ 15,000,000
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 33,202	\$ 15,000,000	\$ 15,033,202

Program and Activity Allocations

Changes and Trends

The budget for this activity reflects continuing expenditures for cooperative funding expenses (Interagency Expenditures). This represents a continuation of the effort to use excess reserves to fund beneficial water supply projects throughout the region, especially in disadvantaged communities.

Budget Variances

The variances indicated reflect minor budget amounts, consistent with a continuing program to assist local governments and utilities in meeting water supply challenges across the region. Interagency Expenditures has a net decrease of \$470,000, due to a Water Supply Development Assistance grant of \$5.47 million provided in FY 2013-2014 and \$5.0 million added for additional grants planned in FY 2014-2015.

Major Budget Items

The major budget item for this activity is Interagency Expenditures comprised of funds for Water Supply Development Assistance grants.

Program and Activity Allocations

Surface Water Projects (Activity 2.3)

This activity includes projects that restore or protect surface water quality, associated aquatic and wetland habitats and related resources. It may also include projects that provide flood protection, as well as resource protection, through the acquisition and improvement of land, construction of public works and other activities.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

2.3 - Surface Water Projects

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current - Tentative)	% of Change (Current - Tentative)
Salaries and Benefits	\$ 429,958	\$ 595,008	\$ 579,592	\$ 468,914	\$ 498,111	\$ 29,197	6.2%
Other Personal Services	\$ 6,458	\$ 13,355	\$ 10,065	\$ 15,541	\$ 199	\$ (15,342)	-98.7%
Contracted Services	\$ 894,039	\$ 758,722	\$ 730,795	\$ 3,016,001	\$ 2,095,910	\$ (920,091)	-30.5%
Operating Expenses	\$ 204,241	\$ 2,391,712	\$ 323,469	\$ 238,929	\$ 252,880	\$ 13,951	5.8%
Operating Capital Outlay	\$ -	\$ 7,999	\$ 68,736	\$ 10,725	\$ -	\$ (10,725)	-100.0%
Fixed Capital Outlay	\$ 39,950	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ 645,167	\$ 30,000	\$ 440,311	\$ 9,336,060	\$ 13,619,715	\$ 4,283,655	45.9%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 2,219,813	\$ 3,796,795	\$ 2,152,968	\$ 13,086,170	\$ 16,466,815	\$ 3,380,645	25.8%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ 40,000	\$ 53,115	\$ -	\$ -	\$ 16,517,193	\$ -	\$ 16,610,308

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 498,111	\$ -	\$ 498,111
Other Personal Services	\$ 199	\$ -	\$ 199
Contracted Services	\$ 1,231,460	\$ 864,450	\$ 2,095,910
Operating Expenses	\$ 248,800	\$ 4,080	\$ 252,880
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ 13,619,715	\$ 13,619,715
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 1,978,570	\$ 14,488,245	\$ 16,466,815

Changes and Trends

Budgeted expenditures for this activity increased from the prior year, primarily in Interagency Expenditures (45.9 percent). The reduction in Contracted Services (30.5 percent) reflects substantial implementation to date of previously approved spring

Program and Activity Allocations

restoration activities and Apalachicola River and Bay hydrodynamic model development, as well as a reduction in planned expenditures for DOT Mitigation.

Budget Variances

The major budget decreases in Contracted Services (30.5 percent) relate to the completion of planned projects and a reduction in mitigation projects. These operational changes also reduced Other Personal Services and OCO. The increase in Interagency Expenditures (45.9 percent) supports anticipated new funding for priority spring protection and restoration projects.

Major Budget Items

The largest budget item is Interagency Expenditures of \$13,619,715, which will support spring restoration and cooperative watershed protection and restoration projects, as described above. FDOT mitigation expenses, including Salaries and Benefits, Contracted Services and Operating Expenses are directed toward providing compensatory mitigation for FDOT transportation improvements, including meeting existing permit driven restoration and monitoring needs and potential development of mitigation for two new projects that are outside of any private mitigation bank service area and not close to any existing District project.

Program and Activity Allocations

Facilities Construction and Major Renovations (Activity 2.5)

This program is responsible for the design, construction and significant renovation of all District support and administrative facilities.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

2.5 - Facilities Construction and Major Renovations

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current – Tentative)	% of Change (Current – Tentative)
Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operating Expenses	\$ 660	\$ -	\$ -	\$ 140,375	\$ 150,000	\$ 9,625	6.9%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ 67,502	\$ -	\$ -	\$ 259,625	\$ 230,000	\$ (29,625)	-11.4%
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 68,162	\$ -	\$ -	\$ 400,000	\$ 380,000	\$ (20,000)	-5.0%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ -	\$ 380,000	\$ -	\$ -	\$ -	\$ -	\$ 380,000

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ -	\$ -	\$ -
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ 150,000	\$ 150,000
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ 230,000	\$ 230,000
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ 380,000	\$ 380,000

Changes and Trends

The District's Headquarters office complex, located near Midway, consists of four buildings. The main office and adjacent small office building require safety updates, maintenance and renovations. The buildings are about 40 years old and have significant structural, electrical and other deficiencies that require attention. Also, the renovations will improve safety for the District's employees, customers and Governing Board members, as well as ensuring the maximum effective use of existing space.

In addition, the District's Lands Division has three land management field offices located in Marianna, Youngstown and Milton. The Youngstown location has two buildings. One

Program and Activity Allocations

building houses land management operations staff and the other houses forestry operations staff and a Resource Management Division field employee. The forestry operations facility is a modular design that is over 20 years old and was recently covered by a barn kit structure for protection from continued deterioration. During late FY 2013-2014, staff will be developing sketches, preliminary designs and obtaining bids to determine the cost to remove or demolish the old facility and renovate the barn kit structure into a larger and more modern office facility. Bids will be obtained to determine the best approach for renovations in order to relocate Lands staff located in the Marianna field office to the Youngstown field office location. This consolidation will lead to a long-term cost savings.

Budget Variances

The budget proposes a decrease in Fixed Capital Outlay due to completion of upgrades, renovations and maintenance items in the current year primarily at the Midway Headquarters facility.

Major Budget Items

The budget proposes a non-recurring request of \$300,000 for building maintenance and renovations, plus \$80,000 for proposed renovations at the District's field office in Youngstown.

Program and Activity Allocations

Other Acquisition and Restoration Activities (Activity 2.6)

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

2.6 - Other Acquisition and Restoration Activities

Fiscal Year 2014-15

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current - Tentative)	% of Change (Current - Tentative)
Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ -	1,513	\$ -	\$ -	\$ -	
Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	2,100,000	1,380,000	(720,000)	-34.3%
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ -	\$ -	1,513	2,100,000	1,380,000	(720,000)	-34.3%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ -	1,080,000	\$ -	\$ -	300,000	\$ -	1,380,000

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ -	\$ -	\$ -
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ -	\$ -
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	1,380,000	1,380,000
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ -	1,380,000	1,380,000

Changes and Trends

The FY 2014-2015 budget proposes a significantly reduced budget due to the expected completion of restoration and protection construction activities at Williford Spring. The Williford Spring restoration and protection project and the streambank restoration and protection project along Holmes Creek were budgeted in FY 2013-2014. Construction for the majority of the Williford Spring project is slated for completion in mid-FY 2014-2015. Funds proposed for FY 2014-2015 will be used to complete any outstanding engineering, construction and landscape activities and develop, construct and install resource protection, public safety, public recreation and interpretive signage.

Due to flooding and regulatory permit issues in the spring of 2014, the cooperative project with Washington County for the restoration and protection of Holmes Creek streambanks and enhanced public access and recreation facilities at Hightower Springs, Spurling and Live Oak boat landings has been delayed. Work is expected to begin in

Program and Activity Allocations

late FY 2013-2014 and be completed by the end of FY 2014-2015, subject to water levels.

Budget Variances

Because the Williford Spring project will be approximately 50 to 75 percent complete by the end of FY 2013-2014, the funding included in FY 2014-2015 represents a significant FCO budget reduction of 34.3 percent from the FY 2013-2014 amended budget of \$2,100,000.

Since construction of the Holmes Creek projects in cooperation with Washington County have been delayed, funds totaling \$255,000 have been included in the FY 2014-2015 budget for these projects.

Major Budget Items

As described above, all combined Other Acquisition and Restoration Activities proposed for FY 2014-2015 are estimated to cost \$1,380,000. These funds will support spring restoration activities benefitting the Holmes Creek and Econfinia Creek systems.

Program and Activity Allocations

Technology and Information Services (Activity 2.7)

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

2.7 - Technology and Information Services

Fiscal Year 2014-15

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ -	\$ -	\$ -	\$ 310	\$ 65,475	\$ 65,165	21021.0%
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ -	\$ -	\$ -	\$ 40,945	\$ 40,945	
Operating Expenses	\$ -	\$ -	\$ 1,692	\$ 32,934	\$ 83,379	\$ 50,445	153.2%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ 7,500	\$ 41,540	\$ 34,040	453.9%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ -	\$ -	\$ 1,692	\$ 40,744	\$ 231,339	\$ 190,595	467.8%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ -	\$ 77,114	\$ -	\$ -	\$ 154,225	\$ -	\$ 231,339

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ -	\$ 65,475	\$ 65,475
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ -	\$ 40,945	\$ 40,945
Operating Expenses	\$ -	\$ 83,379	\$ 83,379
Operating Capital Outlay	\$ -	\$ 41,540	\$ 41,540
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ 231,339	\$ 231,339

Changes and Trends

Over the past three years, the EOG, Legislature and DEP have coordinated with the five water management districts to gain consistencies in numerous functional areas, including replacement equipment cycles and financial and budget reporting. To provide more accurate program costs versus administrative costs, the districts agreed to certain allocations or direct charging of costs previously paid from the administrative activities. The proposed budget reflects the allocation of IT staff time, purchase of supplies and equipment and allocated costs for technology enhancements.

The FY 2014-2015 budget further allocates a share based on utilization of computers by division, as well as software maintenance and IT staff time associated with developing and maintaining information technology software and hardware for the program areas.

Program and Activity Allocations

Budget Variances

The FY 2014-2015 increases reflect the improved allocation of both recurring and non-recurring IT costs related to the program areas and the need for implementing several new technologies, software and hardware to improve services, and infrastructure to support the District's business needs.

Major Budget Items

Contracted Services, Operating Expenses and OCO make up \$165,864, mostly for the purchase of hardware and contracted services for proposed IT upgrades, improvements and enhancements. The activity's budget of \$231,339 is for nonrecurring needs.

Program and Activity Allocations

Operations and Maintenance of Lands and Works (Program 3.0)

This program includes all operation and maintenance of facilities; flood control and water supply structures; lands; and other works authorized by Chapter 373, F.S.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

3.0 Operation and Maintenance of Lands and Works

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 841,681	\$ 875,809	\$ 1,101,750	\$ 1,193,704	\$ 1,242,014	\$ 48,310	4.0%
Other Personal Services	\$ 43,718	\$ 37,879	\$ 33,931	\$ 39,402	\$ 42,596	\$ 3,194	8.1%
Contracted Services	\$ 1,732,358	\$ 1,154,637	\$ 824,200	\$ 877,915	\$ 995,606	\$ 117,691	13.4%
Operating Expenses	\$ 1,111,422	\$ 674,606	\$ 700,719	\$ 1,391,497	\$ 1,248,796	\$ (142,701)	-10.3%
Operating Capital Outlay	\$ 83,248	\$ 9,273	\$ 68,736	\$ 117,612	\$ 193,510	\$ 75,898	64.5%
Fixed Capital Outlay	\$ 800,796	\$ 56,315	\$ 25,449	\$ 60,000	\$ 135,000	\$ 75,000	125.0%
Interagency Expenditures (Cooperative Funding)	\$ 64,010	\$ 22,637	\$ 10,724	\$ 8,000	\$ 8,000	\$ -	0.0%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL	\$ 4,677,233	\$ 2,831,156	\$ 2,765,509	\$ 3,688,130	\$ 3,865,522	\$ 177,392	4.8%

SOURCE OF FUNDS

Fiscal Year 2014-15

	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Salaries and Benefits	\$ 981,233	\$ 150,896	\$ -	\$ -	\$ -	\$ -	\$ 1,132,129
Other Personal Services	\$ 42,596	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,596
Contracted Services	\$ 783,226	\$ 189,120	\$ -	\$ -	\$ -	\$ -	\$ 972,346
Operating Expenses	\$ 27,295	\$ 1,001,486	\$ -	\$ -	\$ -	\$ -	\$ 1,028,781
Operating Capital Outlay	\$ -	\$ 186,810	\$ -	\$ -	\$ -	\$ -	\$ 186,810
Fixed Capital Outlay	\$ -	\$ 135,000	\$ -	\$ -	\$ -	\$ -	\$ 135,000
Interagency Expenditures (Cooperative Funding)	\$ -	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ 8,000
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 1,835,555	\$ 1,976,179	\$ -	\$ -	\$ -	\$ -	\$ 3,811,734

RATE, OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	16.0	\$ 845,267	\$ 1,242,014	\$ -	\$ 1,242,014
Other Personal Services	1.5	\$ 35,496	\$ 42,596	\$ -	\$ 42,596
Contracted Services			\$ 797,256	\$ 198,350	\$ 995,606
Operating Expenses			\$ 1,204,908	\$ 43,888	\$ 1,248,796
Operating Capital Outlay			\$ 60,550	\$ 132,960	\$ 193,510
Fixed Capital Outlay			\$ 10,000	\$ 125,000	\$ 135,000
Interagency Expenditures (Cooperative Funding)			\$ 8,000	\$ -	\$ 8,000
Debt			\$ -	\$ -	\$ -
Reserves - Emergency Response			\$ -	\$ -	\$ -
TOTAL			\$ 3,365,324	\$ 500,198	\$ 3,865,522

WORKFORCE

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

WORKFORCE CATEGORY	Fiscal Year					(Adopted -- TENTATIVE) 2013-2014 to 2014-2015	
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	Difference	% Change
Authorized Positions	13.0	14.0	14.0	16.0	16.0	0.0	0.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	
Other Personal Services	3.0	4.0	4.0	1.5	1.5	0.0	0.0%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	
TOTAL WORKFORCE	16.0	18.0	18.0	17.5	17.5	0.0	0.00%

Program and Activity Allocations

Changes and Trends

Under Florida's land acquisition programs, the District has purchased more than 211,152 acres to conserve and protect natural and water resources throughout the Panhandle, including river floodplains; headwater wetlands; coastal marshes and springs; and bottomland hardwood and associated upland forests. Every acre of District-owned land is available to the general public for a wide variety of resource-based recreational purposes, while also achieving the District's primary acquisition purpose of protecting water resources.

The District continues to focus on the protection and restoration of Florida's springs and spring-related waterbodies by moving forward with the completion of the Econfina Springs Complex – Spring Restoration and Protection Project, including Phase II of the Williford Spring project and the restoration and protection of Holmes Creek streambanks under a cooperative project with Washington County. The FCO budget for these two significant spring and spring-related restoration projects are requested in Activity 2.6, while Salaries and Benefits for planning and oversight are included in the Lands Management budget.

The District will continue its investment in IT to complete Phase II land management database development of its pine timber resources on the Choctawhatchee River and Holmes Creek WMAs and on the Apalachicola and Chipola River WMAs to determine expected pine timber revenues on an annual growth and yield basis to estimate timber revenue for land management operations.

Budget Variances

The program reflects a modest overall increase of \$177,392 or 4.8 percent from the current year amended budget. Increases occurred in Salaries and Benefits (4.0 percent) and Other Personal Services (8.1 percent) due to the reallocation of Lands staff from DOT mitigation properties to other District lands for habitat restoration activities, as well as the allocation of IT staff. Contracted Services also increased by 13.4 percent due to increased habitat restoration and aerial ignition prescribed burning activities.

Operating Expenses decreased by \$142,701, due to reductions in a number of budget categories, especially cellular phone and IT-line charges; repairs and maintenance for buildings and vehicles; reductions in vehicle fuel and lubricates; and field supplies. In addition, increases occurred in OCO (64.5 percent) and FCO (125 percent). The OCO increases are attributed to the replacement of vehicles, special purpose vehicles and prescribed fire equipment that has reached its threshold and IT hardware needs.

FCO increases are the result of continuing spring and spring-related restoration and protection measures at Devil's Hole Spring and Walsingham Bridge Park utilizing geotechnical materials and the purchase of a small equipment and materials storage barn kit for the Youngstown field office.

Major Budget Items

Salaries and Benefits continue to be an instrumental component in supporting the Operations and Maintenance of Land and Works. Another key component is Operating Expenses, which include day-to-day expenditures for land management operation,

Program and Activity Allocations

maintenance and repairs. Contractual Services continue to be essential to the restoration, enhancement and maintenance of District lands.

Program and Activity Allocations
Northwest Florida Water Management District
REDUCTIONS - NEW ISSUES
3.0 Operation and Maintenance of Lands and Works
Fiscal Year 2014-15
Tentative Budget - August 1, 2014

FY 2013-14 Budget (Current-Amended)		17.50	\$	3,688,130
Reductions				
Issue	Description	Issue Amount	Workforce	Category Subtotal
Salaries and Benefits				6,490
	Salaries and Benefits Adjustment	6,490		
		-		
Other Personal Services				-
		-		
		-		
Contracted Services				38,730
	Management Consultants	3,730		
	Timber Inventories	35,000		
Operating Expenses				245,716
	Reduction in Cellular Telephones & On-Line Data	31,866		
	Land Management reduction in R&L Field Equipment and R&L Other Rentals and Leases	20,150		
	R&M Buildings and Grounds, R&M Other Equipment and R&M Copiers	59,800		
	Reduction in Payments in Lieu of Taxes	500		
	Reduction in Fuel, Lubricants, Vehicle Insurance, and Other Services	39,500		
	Parts & Supplies, Other Vehicle Supplies, Shop Supplies, Safety Supplies and Other Field & Technical Supplies	34,000		
	Land Management reduction in Chemicals & Herbicides	9,900		
	Land Management Reduction in Other Operating Supplies	33,250		
	Land Management reduction in Road/Bridge Repair Supplies	15,500		
	Utilities Reduction	1,250		
Operating Capital Outlay				36,412
	Surveys & Measuring Equipment and Misc. Small Tools	1,500		
	Purchase of Pool Vehicle	34,912		
Fixed Capital Outlay				25,000
	Resource Protection & Improvements	25,000		
		-		
		-		
Interagency Expenditures (Cooperative Funding)				-
		-		
		-		
Debt				-
		-		
		-		
Reserves				-
		-		
		-		
TOTAL REDUCTIONS			0.00	352,348

Program and Activity Allocations

Northwest Florida Water Management District

REDUCTIONS - NEW ISSUES

3.0 Operation and Maintenance of Lands and Works

Fiscal Year 2014-15

Tentative Budget - August 1, 2014

FY 2013-14 Budget (Current-Amended)				17.50	\$	3,688,130
New Issues						
Issue	Description	Issue Amount	Workforce	Category	Subtotal	
Salaries and Benefits					54,800	
1	Salaries-FT and Benefits FT - more staff hours needed in land management instead of mitigation	52,305				
2	Increase due to additional maintenance activities for stormwater management facility.	2,495				
Other Personal Services					3,194	
3	Salaries and Benefits - more staff hours needed in land management instead of mitigation	3,194				
		-				
Contracted Services					156,421	
4	Laboratory Services - Water testing for swimming places in Econfina Creek WMA	3,000				
5	Land Improvements	31,170				
6	Econfina Field Offices Janitorial Services and Other Janitorial and Security Services	1,470				
7	Other Contractual Services	120,781				
Operating Expenses					103,015	
8	Staff Travel & Travel for Training	7,190				
9	R&L Office Equipment for new xerox machines and R&M Administrative, Recreation, Printers & Feeders & Other Processing Equipment	3,480				
10	R&M Servers and Software - IT Improvements	41,572				
11	Printing & Copying, Legal Ad-Other Advertising-timber sale	700				
12	Continuing Education & Seminar	1,780				
13	WEX-Telemetry Fees	12,750				
14	General Office Supplies, Computer Supplies, Computer Equipment & Software	15,008				
15	General Repairs and Maintenance, Safety Supplies, and General Facilities Operating Expenses	18,635				
16	Building Insurance Increase	1,200				
17	Tubelings & Seedlings - for reforestation	700				
Operating Capital Outlay					112,310	
18	Trucks & Special Purpose Vehicle	48,000				
19	Computer Hardware - IT improvements and Printers & Related Hardware	41,310				
20	Heavy Equipment - disc for installing fire lines and box blade	5,000				
21	Fire Suppression Equipment	15,000				
22	Desks and Chairs	3,000				
Fixed Capital Outlay					100,000	
23	Resource Protection & Improvement-Non Capitalized	90,000				
24	Building & Improvement-Other - for pole barn at Econfina Field	10,000				
		-				
Interagency Expenditures (Cooperative Funding)					-	
		-				
		-				
		-				
Debt					-	
		-				
		-				
		-				
Reserves					-	
		-				
		-				
		-				
TOTAL NEW ISSUES			0.00		529,740	
3.0 Operation and Maintenance of Lands and Works						
Total Workforce and Tentative Budget for FY 2014-15			17.50	\$	3,865,522	

Program and Activity Allocations

Land Management (Activity 3.1)

Activities related to the Florida Forever program and DOT mitigation include maintenance, public use improvements and restoration efforts for lands acquired through Save Our Rivers, Preservation 2000, Florida Forever or other land acquisition programs.

Under Florida's land acquisition programs, the District has purchased more than 200,000 acres to conserve and protect natural and water resources throughout the Panhandle, including river floodplains, headwater wetlands, coastal marshes, springs, pristine bottomland hardwood and associated upland forests. Every acre of District-owned land is available to the general public for a wide variety of resource-based recreational purposes, while also achieving the District's primary acquisition purpose of protecting water resources.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

3.1 - Land Management

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current - Tentative)	% of Change (Current - Tentative)
Salaries and Benefits	\$ 763,299	\$ 786,768	\$ 977,909	\$ 1,025,596	\$ 977,215	\$ (48,381)	-4.7%
Other Personal Services	\$ 32,851	\$ 31,706	\$ 33,931	\$ 39,402	\$ 42,596	\$ 3,194	8.1%
Contracted Services	\$ 1,685,624	\$ 1,124,460	\$ 779,589	\$ 723,955	\$ 777,026	\$ 53,071	7.3%
Operating Expenses	\$ 1,079,687	\$ 485,891	\$ 486,641	\$ 1,005,020	\$ 866,450	\$ (138,570)	-13.8%
Operating Capital Outlay	\$ 83,248	\$ 9,273	\$ 68,736	\$ 58,500	\$ 125,000	\$ 66,500	113.7%
Fixed Capital Outlay	\$ 800,796	\$ 49,215	\$ 25,449	\$ 60,000	\$ 135,000	\$ 75,000	125.0%
Interagency Expenditures (Cooperative Funding)	\$ 64,010	\$ 22,637	\$ 10,724	\$ 8,000	\$ 8,000	\$ -	0.0%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 4,509,515	\$ 2,509,950	\$ 2,382,979	\$ 2,920,473	\$ 2,931,287	\$ 10,814	0.4%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ 1,823,132	\$ 1,413,022	\$ -	\$ -	\$ -	\$ -	\$ 3,236,154

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 977,215	\$ -	\$ 977,215
Other Personal Services	\$ 42,596	\$ -	\$ 42,596
Contracted Services	\$ 752,676	\$ 24,350	\$ 777,026
Operating Expenses	\$ 866,450	\$ -	\$ 866,450
Operating Capital Outlay	\$ 22,000	\$ 103,000	\$ 125,000
Fixed Capital Outlay	\$ 10,000	\$ 125,000	\$ 135,000
Interagency Expenditures (Cooperative Funding)	\$ 8,000	\$ -	\$ 8,000
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 2,678,937	\$ 252,350	\$ 2,931,287

Program and Activity Allocations

Changes and Trends

Salaries and Benefits and Operating Expenses decreased slightly as the District continues to reduce its operating expenses to meet historic expenditures. Other Personal Services and Contracted Services increased slightly due to increased habitat restoration costs. Operating Capital Outlay and Fixed Capital Outlay increased due to the purchase of replacement field trucks and fire suppression equipment; and the purchase of geotechnical materials for continued shoreline restoration and protection activities.

Budget Variances

The proposed FY 2014-2015 land management activity budget increased slightly by 0.4 percent from the FY 2013-2014 amended budget. Decreases in Salaries and Benefits and especially Operating Expenses, 4.7 and 13.8 percent respectively, are offset by modest increases in Other Personnel Services (8.1 percent), Contracted Services (7.3 percent), Operating Capital Outlay (113.7 percent) and Fixed Capital Outlay (125 percent).

Due to increased wetland mitigation restoration activities in FY 2014-2015, the Salary and Benefits budget decreased by \$48,381 (4.7 percent), while Other Personal Services increased by \$3,194 (8.1 percent) over the FY 2013-2014 amended budget. The Contracted Services budget increased by \$53,071 or 7.3 percent over the FY 2013-2014 amended budget, due to increased habitat restoration and maintenance activities planned for FY 2014-2015. These activities include habitat restoration; prescribed burning; replacement purchases for a field truck; special purpose vehicle and prescribed fire suppression equipment; and the purchase of geotechnical materials for continuing shoreline restoration and protection activities on the Econfina and Holmes Creek WMAs.

In FY 2014-2015, Operating Expenses decreased by \$138,570 or 13.8 percent from the FY 2013-2014 amended budget in order to more closely resemble historic expenditures of items such as rentals and leases; repairs and maintenance to buildings, equipment and copiers; fuels and lubricants; parts and supplies; other field and technical supplies; chemical and herbicides; other operating supplies; and road and bridge repair materials.

OCO expenditures increased by \$66,500 or 113.7 percent over the FY 2013-2014 amended budget. The increase reflects the need to replace field vehicles, a special purpose vehicle and the replacement of prescribed fire suppression equipment that has reached and exceeded its replacement threshold.

FCO expenditures increased by \$75,000 or 125 percent over the FY 2013-2014 amended budget. This increase is primarily for the purchase of geotechnical materials for the continuation of shoreline restoration and protection activities on the Econfina and Holmes Creek WMAs.

Major Budget Items

Salaries and Benefits continue to be an instrumental component in supporting the District's land management operations. Another key component is Operating Expenses, which include day-to-day expenditures for land management operations.

Program and Activity Allocations

Contracted Services continue to be essential to the restoration, enhancement and maintenance of District lands, and are utilized for a number of land management activities and operations, including law enforcement and security services for resource protection and providing for a safe public recreation experience; recreation site cleanup and maintenance services; vegetation management services for habitat restoration and maintenance purposes; tree planting services; timber inventory and marking services; cooperative land management services with other agencies, such as FWC; and other miscellaneous services.

Program and Activity Allocations

Works (Activity 3.2)

This program is responsible for the maintenance of flood control and water supply system infrastructure, such as canals, levees, pump stations and water control structures. This includes electronic telemetry communication and control activities. This activity is limited to providing for operation and maintenance of the Lake Jackson Regional Stormwater Treatment Facility, the only public work owned by the District.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

3.2 - Works

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current – Tentative)	% of Change (Current – Tentative)
Salaries and Benefits	\$ 2,617	\$ 549	\$ 3,149	\$ 1,523	\$ 4,018	\$ 2,495	163.8%
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ -	\$ 2,850	\$ 6,200	\$ 6,200	\$ -	0.0%
Operating Expenses	\$ 361	\$ 406	\$ 393	\$ 1,000	\$ 1,000	\$ -	0.0%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 2,978	\$ 955	\$ 6,392	\$ 8,723	\$ 11,218	\$ 2,495	28.6%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ 12,423	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,423

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 4,018	\$ -	\$ 4,018
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 6,200	\$ -	\$ 6,200
Operating Expenses	\$ 1,000	\$ -	\$ 1,000
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 11,218	\$ -	\$ 11,218

Changes and Trends

None

Budget Variances

The budget reflects a minor increase due to increased staff hours to manage repairs and maintenance of the District's stormwater management facility.

Major Budget Items

No major budget items.

Program and Activity Allocations

Facilities (Activity 3.3)

This activity involves the operation and maintenance of District support and administrative buildings and grounds.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

3.3 - Facilities

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current – Tentative)	% of Change (Current – Tentative)
Salaries and Benefits	\$ 75,765	\$ 88,492	\$ 108,557	\$ 116,375	\$ 109,885	\$ (6,490)	-5.6%
Other Personal Services	\$ 10,867	\$ 6,173	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ 46,734	\$ 30,177	\$ 21,767	\$ 22,760	\$ 23,260	\$ 500	2.2%
Operating Expenses	\$ 31,374	\$ 110,280	\$ 181,736	\$ 234,500	\$ 174,104	\$ (60,396)	-25.8%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ 3,700	\$ 6,700	\$ 3,000	81.1%
Fixed Capital Outlay	\$ -	\$ 7,100	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 164,740	\$ 242,222	\$ 312,060	\$ 377,335	\$ 313,949	\$ (63,386)	-16.8%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 109,885	\$ -	\$ 109,885
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 23,260	\$ -	\$ 23,260
Operating Expenses	\$ 174,104	\$ -	\$ 174,104
Operating Capital Outlay	\$ 6,700	\$ -	\$ 6,700
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 313,949	\$ -	\$ 313,949

Changes and Trends

Budget is for routine maintenance, including staff salaries; outsourced contracts for janitorial, security, major electrical and plumbing repairs, etc.; and supplies and materials for routine facilities maintenance.

Program and Activity Allocations

Budget Variances

The \$6,490 decrease in Salaries and Benefits is due to benefit adjustments to reflect the actual costs for the current staff. A small increase of \$500 in Contracted Services is for security of the IT building at District Headquarters. Carpet replacement in FY 2013-2014 and a redistribution of IT costs lowered Operating Expenses in FY 2014-2015 by \$60,396.

Major Budget Items

Operating Expenses make up \$174,104 of the \$313,949 budgeted for this activity. Maintenance, electric, solid waste, water, liability insurance, and the phone system are the main charges in this category.

Program and Activity Allocations

Fleet Services (Activity 3.6)

Fleet Services is a cost center used for capturing the costs associated with the fleet of on-road vehicles owned by the District and provided for staff use. All costs of the fleet, including repair and maintenance, tires and fuel, are paid from this category.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

3.6 - Fleet Services

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current - Tentative)	% of Change (Current - Tentative)
Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operating Expenses	\$ -	\$ 78,029	\$ 30,250	\$ 45,111	\$ 45,911	\$ 800	1.8%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ 34,912	\$ -	\$ (34,912)	-100.0%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ -	\$ 78,029	\$ 30,250	\$ 80,023	\$ 45,911	\$ (34,112)	-42.6%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ -	\$ -	\$ -
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ -	\$ -	\$ -
Operating Expenses	\$ 45,911	\$ -	\$ 45,911
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 45,911	\$ -	\$ 45,911

Changes and Trends

Since FY 2012-2013, expenditures associated with program areas were reallocated to individual programs to better replicate the budget allocations of state agencies and provide a comparable overhead rate based on an agreement between the water management districts, DEP and EOG. As a result, direct costs for vehicles including fuel, repair and maintenance have been assigned to specific programs allowing for costs to be accounted for more accurately. This activity provides the upkeep, maintenance and fuel for the general motor pool vehicles.

Program and Activity Allocations

Budget Variances

The budget for Fiscal Year 2014-2015 reflects a net increase of \$800 in Operating Expenses due to the addition of GPS monitoring of District vehicles and a reduction in vehicle insurance premiums. The decrease in OCO represents the budget amendment for \$34,912 approved earlier in FY 2013-2014 for the purchase of a pool vehicle.

Major Budget Items

None

Program and Activity Allocations

Technology and Information Services (Activity 3.7)

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

3.7 - Technology and Information Services

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current – Tentative)	% of Change (Current – Tentative)
Salaries and Benefits	\$ -	\$ -	\$ 12,135	\$ 50,210	\$ 150,896	\$ 100,686	200.5%
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ -	\$ 19,994	\$ 125,000	\$ 189,120	\$ 64,120	51.3%
Operating Expenses	\$ -	\$ -	\$ 1,699	\$ 105,866	\$ 161,331	\$ 55,465	52.4%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ 20,500	\$ 61,810	\$ 41,310	201.5%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ -	\$ -	\$ 33,828	\$ 301,576	\$ 563,157	\$ 261,581	86.7%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ -	\$ 563,157	\$ -	\$ -	\$ -	\$ -	\$ 563,157

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 150,896	\$ -	\$ 150,896
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 15,120	\$ 174,000	\$ 189,120
Operating Expenses	\$ 117,443	\$ 43,888	\$ 161,331
Operating Capital Outlay	\$ 31,850	\$ 29,960	\$ 61,810
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 315,309	\$ 247,848	\$ 563,157

Changes and Trends

Over the past three years, the EOG, Legislature and DEP have coordinated with the five water management districts to gain consistencies in numerous functional areas, including replacement equipment cycles and financial and budget reporting. To provide more accurate program costs versus administrative costs, the districts agreed to certain allocations or direct charging of costs previously paid from the administrative activities. The proposed budget reflects the allocation of IT staff time, purchase of supplies and equipment, and allocated costs for technology enhancements.

The FY 2014-2015 budget further allocates a share based on utilization of computers by division of the recurring licensing, software maintenance and IT staff time associated

Program and Activity Allocations

with developing and maintaining information technology software and hardware for the program areas.

The FY 2014-2015 budget represents a multi-year project to develop and support a land management database to provide effective and efficient management of District lands. The development of this database is vital to the management of District lands, especially to help determine the long-term growth and yield of pine timber resources, which provide revenue generation that helps fund the District's land management program. Beginning in FY 2014-2015, the District will initiate the second phase of this project and conduct a forest inventory of the pine timber resources of the Choctawhatchee River and Holmes Creek WMA, as well as on the Apalachicola and Chipola River WMAs. Once the Phase II inventory and field audit is complete, the District will have inventoried approximately 98 percent of its pine timber resources, so District-wide growth and yield projections can be developed, as well as other databases to improve prescribed burning and other management activities for the Central and Eastern Land Management Regions.

Budget Variances

The FY 2014-2015 budget increased by \$261,581 or 86.7 percent over the FY 2013-2014 amended budget. This increase is primarily attributed to increased Salaries and Benefits associated with increased IT activities, i.e., land management database development; increased Contracted Services expenditures for IT support functions; and an increase in OCO for computer hardware, software and, data recorder purchases.

Major Budget Items

The proposed FY 2014-2015 budget for continuing development of the land management database and other IT-related support functions includes Salaries and Benefits, Contracted Services, Operating Expenses and OCO expenditures. Salaries and Benefits increased as more staff time is allocated to development of the land management database.

Program and Activity Allocations

Regulation (Program 4.0)

This program includes water use permitting; water well permitting; water well contractor licensing; environmental resource and surface water management permitting; permit administration, compliance and enforcement; and any delegated regulatory program.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

4.0 Regulation

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 2,521,340	\$ 2,352,643	\$ 2,273,321	\$ 2,596,569	\$ 2,749,307	\$ 152,738	5.9%
Other Personal Services	\$ 43,083	\$ 39,664	\$ 77,691	\$ 245,605	\$ 271,872	\$ 26,267	10.7%
Contracted Services	\$ 1,489,330	\$ 222,002	\$ 159,240	\$ 219,672	\$ 273,462	\$ 53,790	24.5%
Operating Expenses	\$ 322,948	\$ 736,686	\$ 451,365	\$ 853,986	\$ 710,914	\$ (143,072)	-16.8%
Operating Capital Outlay	\$ 19,815	\$ -	\$ -	\$ 49,500	\$ 156,733	\$ 107,233	216.6%
Fixed Capital Outlay	\$ -	\$ -	\$ 7,138	\$ -	\$ -	\$ -	-
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL	\$ 4,396,516	\$ 3,350,996	\$ 2,968,755	\$ 3,965,332	\$ 4,162,288	\$ 196,956	5.0%

SOURCE OF FUNDS

Fiscal Year 2014-15

	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Salaries and Benefits	\$ 1,412,926	\$ -	\$ -	\$ -	\$ 1,307,269	\$ 29,112	\$ 2,749,307
Other Personal Services	\$ 54,622	\$ -	\$ -	\$ -	\$ 217,250	\$ -	\$ 271,872
Contracted Services	\$ 121,364	\$ 69,952	\$ -	\$ -	\$ 82,146	\$ -	\$ 273,462
Operating Expenses	\$ 356,874	\$ 24,398	\$ -	\$ -	\$ 329,642	\$ -	\$ 710,914
Operating Capital Outlay	\$ 46,311	\$ 41,106	\$ -	\$ -	\$ 69,316	\$ -	\$ 156,733
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 2,495,699	\$ 155,061	\$ -	\$ -	\$ 2,211,231	\$ 37,845	\$ 4,899,836

RATE, OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	33.0	\$ 1,870,685	\$ 2,749,307	\$ -	\$ 2,749,307
Other Personal Services	5.0	\$ 195,220	\$ 271,872	\$ -	\$ 271,872
Contracted Services			\$ 149,212	\$ 124,250	\$ 273,462
Operating Expenses			\$ 630,010	\$ 80,904	\$ 710,914
Operating Capital Outlay			\$ 80,763	\$ 75,970	\$ 156,733
Fixed Capital Outlay			\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)			\$ -	\$ -	\$ -
Debt			\$ -	\$ -	\$ -
Reserves - Emergency Response			\$ -	\$ -	\$ -
TOTAL			\$ 3,881,164	\$ 281,124	\$ 4,162,288

WORKFORCE

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

WORKFORCE CATEGORY	Fiscal Year					(Adopted -- TENTATIVE) 2013-2014 to 2014-2015	
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	Difference	% Change
Authorized Positions	48.0	46.0	36.0	33.0	33.0	0.0	0.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	
Other Personal Services	4.0	4.0	3.0	5.0	5.0	0.0	0.0%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	
TOTAL WORKFORCE	52.0	50.0	39.0	38.0	38.0	0.0	0.00%

Program and Activity Allocations

Changes and Trends

The permitting processes for Consumptive Use Permits (CUP) and Environmental Resource Permits (ERP) continue to gain consistency with the other districts and DEP as rulemaking for both programs is implemented. Both programs have also greatly reduced permitting costs times. The District continues to improve IT functions and programs to improve customer service and efficiency. With only 8 percent of the District's well permits located in Jackson County, the decision was made to close the regulatory permitting services in the Marianna field office, reducing the Division's budget with no apparent decrease in permitting time for applicants in that area.

Budget Variances

The program's FY 2014-2015 budget is \$4,162,288, a 5.0 percent increase from the current year funding level. Salaries and benefits increased 5.9 percent due to increased benefits costs for FTE and additional IT labor and benefits for database development. The 10.7 percent increase in Other Personal Services is due to the added healthcare benefits for OPS staff working more than 30 hours required under federal law. The 24.5 percent increase in Contracted Services is due to an increase in non-recurring IT project costs to streamline permitting processes, improve staff efficiency and ensure consistency with the other districts' regulatory programs. The Contracted Services budget also reflects decreases in legal fees and contract well services.

The 16.8 percent decrease in Operating Expenses includes closing the regulatory functions and staff in the Marianna field offices during FY 2013-2014, resulting in less travel, training and supplies for FY 2014-2015. It is also due to changing needs in the IT budget, such as reducing outside vendor software needs, although a significant investment is being made in an automated permitting database solution developed by the SJRWMD and due to be shared between them, NFWFMD and SRWMD. The 216.6 percent increase in OCO reflects the need for IT hardware that will better support the systems being developed and scheduled replacement equipment needs.

Major Budget Items

The Regulatory Programs major budget category is Salaries and Benefits (\$2,749,307) to answer questions from the public, review applications, issue recommendations and enforce permit conditions. The largest increase is in Activity 4.5, Technology and Information Services, which reflects IT upgrades and modifications to the existing e-permitting programs, design and implementation of a new e-permitting database for all programs, and the continued upkeep and maintenance of the systems. Overall, the program's budget reflects a continued level of service with some shifting of budget needs across categories.

Program and Activity Allocations
Northwest Florida Water Management District
REDUCTIONS - NEW ISSUES
4.0 Regulation
Fiscal Year 2014-15
Tentative Budget - August 1, 2014

FY 2013-14 Budget (Current-Amended)				38.00	\$	3,965,332
Reductions						
Issue	Description	Issue Amount	Workforce	Category Subtotal		
Salaries and Benefits				-		
		-				
		-				
Other Personal Services				-		
		-				
		-				
Contracted Services				-		
		-	0.00			
			0.00			
		-	0.00			
Operating Expenses				143,072		
1	Reduced training and travel, reduced field office costs due to cutback in regulatory staff in Marianna field office	143,072				
		-				
Operating Capital Outlay				-		
		-				
		-				
Fixed Capital Outlay				-		
		-				
		-				
Interagency Expenditures (Cooperative Funding)				-		
		-				
		-				
Debt				-		
		-				
		-				
Reserves				-		
		-				
		-				
TOTAL REDUCTIONS				0.00		143,072

Program and Activity Allocations
Northwest Florida Water Management District
REDUCTIONS - NEW ISSUES
4.0 Regulation
Fiscal Year 2014-15
Tentative Budget - August 1, 2014

New Issues				
Issue	Description	Issue Amount	Workforce	Category Subtotal
Salaries and Benefits				152,738
1	Benefit increases to FTE, increased IT labor and benefits charged to Regulatory Services for database development and automation of permitting process	152,738		
		-		
Other Personal Services				26,267
2	Benefit increases for OPS that work over 30 hours	26,267		
		-		
Contracted Services				53,790
3	IT contractual services increase for automation of permitting process	53,790		
		-		
Operating Expenses				-
		-		
		-		
Operating Capital Outlay				107,233
4	Computer hardware and printers replacement and upgrade	107,233		
		-		
Fixed Capital Outlay				-
		-		
		-		
Interagency Expenditures (Cooperative Funding)				-
		-		
		-		
Debt				-
		-		
		-		
Reserves				-
		-		
		-		
TOTAL NEW ISSUES			0.00	340,028
4.0 Regulation				
Total Workforce and Tentative Budget for FY 2014-15			38.00	\$ 4,162,288

Program and Activity Allocations

Consumptive Use Permitting (Activity 4.1)

Activity 4.1, Consumptive Use Permitting (CUP), includes the review, issuance, renewal and enforcement of water use permits.

Chapter 40A-2, Florida Administrative Code (F.A.C.), addresses the District's legislative mandate to provide for the management of ground and surface water withdrawals. The purpose of the program is to ensure that all reasonable beneficial uses of water are provided for while protecting users, the environment and the long-term viability of the resource.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

4.1 - Consumptive Use Permitting

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current - Tentative)	% of Change (Current - Tentative)
Salaries and Benefits	\$ 459,282	\$ 389,364	\$ 470,119	\$ 574,224	\$ 635,718	\$ 61,494	10.7%
Other Personal Services	\$ 19,435	\$ 18,294	\$ 26,541	\$ 48,199	\$ 5,767	\$ (42,432)	-88.0%
Contracted Services	\$ 1,312,223	\$ 44,291	\$ 58,251	\$ 9,000	\$ 2,000	\$ (7,000)	-77.8%
Operating Expenses	\$ 270,303	\$ 314,163	\$ 20,039	\$ 32,825	\$ 16,400	\$ (16,425)	-50.0%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 2,061,243	\$ 766,111	\$ 574,950	\$ 664,248	\$ 659,885	\$ (4,363)	-0.7%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ 852,331	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 852,331

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 635,718	\$ -	\$ 635,718
Other Personal Services	\$ 5,767	\$ -	\$ 5,767
Contracted Services	\$ 2,000	\$ -	\$ 2,000
Operating Expenses	\$ 12,900	\$ 3,500	\$ 16,400
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 656,385	\$ 3,500	\$ 659,885

Changes and Trends

The District continues to work with DEP to increase regulatory consistency in the CUP program as a statewide rulemaking was completed and enacted at the end of May 2014.

Program and Activity Allocations

Budget Variances

For FY 2014-2015, the tentative budget reflects a decrease of 0.7 percent from FY 2013-2014. The 10.7 percent increase in Salaries and Benefits is due to the transfer of one full-time position from Well Construction to CUP and the reallocation of staff time. Contracted Services decreased by 77.8 percent, due to less need for outside legal services during rulemaking. The decrease in Operating Expenses (50.0 percent) is due to less travel, training, and office and field supplies.

Major Budget Items

The major budget items of the CUP program are associated with Salaries and Benefits (\$635,718) to answer questions from the public, review applications, issue recommendations and enforce permit conditions.

Program and Activity Allocations

Water Well Construction Permitting and Contractor Licensing (Activity 4.2)

The Water Well Program includes the review, issuance and enforcement of water well permits and the regulation of contractor licensing.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

4.2 - Water Well Construction Permitting and Contractor Licensing

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current – Tentative)	% of Change (Current – Tentative)
Salaries and Benefits	\$ 378,353	\$ 439,365	\$ 576,046	\$ 594,088	\$ 628,837	\$ 34,749	5.8%
Other Personal Services	\$ 23,648	\$ 19,511	\$ 11,798	\$ 19,073	\$ 48,855	\$ 29,782	156.1%
Contracted Services	\$ 43,784	\$ 35,380	\$ 15,486	\$ 47,800	\$ 29,800	\$ (18,000)	-37.7%
Operating Expenses	\$ 7,513	\$ 40,220	\$ 96,721	\$ 16,800	\$ 12,800	\$ (4,000)	-23.8%
Operating Capital Outlay	\$ 4,001	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ 1,735	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 457,299	\$ 534,476	\$ 701,786	\$ 677,761	\$ 720,292	\$ 42,531	6.3%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ 863,600	\$ -	\$ -	\$ -	\$ 60,000	\$ -	\$ 923,600

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 628,837	\$ -	\$ 628,837
Other Personal Services	\$ 48,855	\$ -	\$ 48,855
Contracted Services	\$ 29,800	\$ -	\$ 29,800
Operating Expenses	\$ 10,800	\$ 2,000	\$ 12,800
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 718,292	\$ 2,000	\$ 720,292

Changes and Trends

The District's Water Well Program continues its effort to improve customer service by increasing the amount of contractors taking advantage of the Online Well Permitting Management Account (OWPMA). Beginning in the fall of 2014, an update to the well construction rules, Chapter 40A-3, F.A.C., will allow the District to increase regulatory consistency with current FDEP rules.

Program and Activity Allocations

Budget Variances

For FY 2014-2015, the tentative budget increased 6.3 percent over the FY 2013-2014 amended budget. An increase of 156.1 percent in Other Personal Services reflects the conversion of one part-time OPS position into one full-time OPS position with healthcare benefits. The decrease of 37.7 percent in Contracted Services is due to the reduced need for contract well drillers. The 23.8 percent decrease in Operating Expenses is due to less staff travel and training, as well as redirecting other rentals and leases to Activity 4.4.

Major Budget Items

The major budget items of the Water Well Program are associated with Salaries and Benefits (\$628,837) to answer questions from the public, review applications, issue recommendations and enforce permit conditions.

Program and Activity Allocations

Environmental Resource and Surface Water Permitting (Activity 4.3)

The District implements the permitting, compliance monitoring and enforcement activities of four surface water regulation programs, including Management and Storage of Surface Waters; Regulation of Agricultural and Forestry Surface Water Management Projects; Works of the District; and Environmental Resource Permitting.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

4.3 - Environmental Resource and Surface Water Permitting

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current - Tentative)	% of Change (Current - Tentative)
Salaries and Benefits	\$ 1,683,435	\$ 1,488,454	\$ 1,206,522	\$ 1,214,968	\$ 1,210,334	\$ (4,634)	-0.4%
Other Personal Services	\$ -	\$ 1,859	\$ 39,019	\$ 178,333	\$ 217,250	\$ 38,917	21.8%
Contracted Services	\$ 133,323	\$ 129,492	\$ 85,503	\$ 53,500	\$ 35,000	\$ (18,500)	-34.6%
Operating Expenses	\$ 45,132	\$ 378,713	\$ 329,267	\$ 34,174	\$ 26,500	\$ (7,674)	-22.5%
Operating Capital Outlay	\$ 15,814	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ 5,403	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 1,877,704	\$ 1,998,519	\$ 1,665,714	\$ 1,480,975	\$ 1,489,084	\$ 8,109	0.5%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ 127,198	\$ 64,105	\$ -	\$ -	\$ 1,588,380	\$ 37,845	\$ 1,817,528

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 1,210,334	\$ -	\$ 1,210,334
Other Personal Services	\$ 217,250	\$ -	\$ 217,250
Contracted Services	\$ 35,000	\$ -	\$ 35,000
Operating Expenses	\$ 23,500	\$ 3,000	\$ 26,500
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 1,486,084	\$ 3,000	\$ 1,489,084

Changes and Trends

The District's Environmental Resource Permitting (ERP) program completed the rulemaking process as part of a statewide initiative to improve consistency among the five Districts and DEP in late 2013, and the new rules are being implemented. All WMD and DEP ERP programs now regulate under the same set of rules, with individually tailored Applicant's Handbooks for each agency. Permitting costs and times continue to

Program and Activity Allocations

decrease; the implementation of a new database system should enable that process improvement and streamlining to continue.

Budget Variances

For FY 2014-2015, the tentative program budget increased 0.5 percent from the FY 2013-2014 amended budget. Other Personal Services increased 21.8 percent, due to the added healthcare benefits for OPS staff working more than 30 hours. The 34.6 percent decrease in Contracted Services was a result of less legal and other consulting services needed. Operating Expenses decreased 22.5 percent due to less staff travel and training, as well as a decreased need for office and field supplies.

Major Budget Items

The major budget items for these programs are related to Salaries and Benefits (\$1,210,334) to answer questions from the public, review applications, issue recommendations and enforce permit conditions.

Program and Activity Allocations

Other Regulatory and Enforcement Activities (Activity 4.4)

This activity includes other resource regulation activities not associated with a specific permit and support for the regulatory activities. Costs include legal counsel; administrative hearings; facility rentals and associated costs; equipment rental; vehicle fuel and maintenance; and telecommunications expenses related to the District's regulatory functions.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

4.4 - Other Regulatory and Enforcement Activities

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current - Tentative)	% of Change (Current - Tentative)
Salaries and Benefits	\$ 270	\$ 21,981	\$ 15,924	\$ 53,643	\$ 44,500	\$ (9,143)	-17.0%
Other Personal Services	\$ -	\$ -	\$ 333	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ -	\$ -	\$ 109,372	\$ 44,072	\$ (65,300)	-59.7%
Operating Expenses	\$ -	\$ 3,590	\$ 15	\$ 271,533	\$ 256,202	\$ (15,331)	-5.6%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 270	\$ 25,571	\$ 16,272	\$ 434,548	\$ 344,774	\$ (89,774)	-20.7%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ 190,273	\$ -	\$ -	\$ -	\$ 167,851	\$ -	\$ 358,124

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 44,500	\$ -	\$ 44,500
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 44,072	\$ -	\$ 44,072
Operating Expenses	\$ 256,202	\$ -	\$ 256,202
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 344,774	\$ -	\$ 344,774

Changes and Trends

Contracted Services decreased by 59.7 percent due to completion of rulemaking requiring less legal and other contractual services.

Program and Activity Allocations

Budget Variances

For FY 2014-2015, the tentative activity budget decreased 20.7 percent from the FY 2013-2014 amended budget as a result of less need for legal fees due to the completion of CUP and ERP rulemaking. The closure of regulatory services in the Marianna field office also reduced expenses.

Major Budget Items

The major budget items for this activity are related to Operating Expenses (\$256,202).

Program and Activity Allocations

Technology and Information Services (Activity 4.5)

This activity includes regulatory activities associated with technology and information services. Costs include communications; software; computer supplies; computer equipment and other information processing equipment; and Salaries and Benefits associated with database modifications and upgrades.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

4.5 - Technology and Information Services

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current - Tentative)	% of Change (Current - Tentative)
Salaries and Benefits	\$ -	\$ 13,480	\$ 4,710	\$ 159,646	\$ 229,918	\$ 70,272	44.0%
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ 12,839	\$ -	\$ -	\$ 162,590	\$ 162,590	
Operating Expenses	\$ -	\$ -	\$ 5,323	\$ 498,654	\$ 399,012	\$ (99,642)	-20.0%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ 49,500	\$ 156,733	\$ 107,233	216.6%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ -	\$ 26,319	\$ 10,033	\$ 707,800	\$ 948,253	\$ 240,453	34.0%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ 462,297	\$ 90,956	\$ -	\$ -	\$ 395,000	\$ -	\$ 948,253

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 229,918	\$ -	\$ 229,918
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 38,340	\$ 124,250	\$ 162,590
Operating Expenses	\$ 326,608	\$ 72,404	\$ 399,012
Operating Capital Outlay	\$ 80,763	\$ 75,970	\$ 156,733
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 675,629	\$ 272,624	\$ 948,253

Changes and Trends

Over the past three years, the EOG, Legislature and DEP have coordinated with the five water management districts to gain consistencies in numerous functional areas, including replacement equipment cycles and financial and budget reporting. To provide more accurate program costs versus administrative costs, the districts agreed to certain

Program and Activity Allocations

allocations or direct charging of costs previously paid from the administrative activities. The proposed budget reflects the allocation of IT staff time, purchase of supplies and equipment, and allocated costs for technology enhancements.

The FY 2014-2015 budget further allocates a share based on utilization of computers by division of the recurring licensing, software maintenance and IT staff time associated with developing and maintaining information technology software and hardware for the program areas.

Budget Variances

For FY 2014-2015, the tentative budget increased 34.0 percent from the FY 2013-2014 budget as a result of proposed IT projects. The increase is primarily due to the need to implement upgrades to the e-permitting database applications to add functionality and streamline the permitting process for applicants, as well as to improve efficiency and make revisions due to changes in statutory requirements and administrative rules. Contracted Services increased due to database improvements.

The 20.0 percent decrease in Operating Expenses is primarily due to changing needs in the IT budget, resulting from a reduction in software needs and IT supplies. The 216.6 percent increase in OCO reflects the need for IT hardware to support systems being developed and recurring equipment replacement needs.

Major Budget Items

The major budget items for this activity are related to manpower and new and improved IT initiatives.

Program and Activity Allocations

Outreach (Program 5.0)

This program includes environmental education activities such as water conservation campaigns and water resource education; public information activities; lobbying activities relating to local, regional, state and federal governmental affairs; and all public relations activities, including related public service announcements and media events.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

5.0 Outreach

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 80,882	\$ 88,081	\$ 116,199	\$ 146,000	\$ 135,065	\$ (10,935)	-7.5%
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contracted Services	\$ 2,000	\$ 2,250	\$ 2,880	\$ 3,500	\$ 10,000	\$ 6,500	185.7%
Operating Expenses	\$ 9,656	\$ 9,330	\$ 2,012	\$ 18,544	\$ 19,219	\$ 675	3.6%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL	\$ 92,538	\$ 99,661	\$ 121,091	\$ 168,044	\$ 164,284	\$ (3,760)	-2.2%

SOURCE OF FUNDS

Fiscal Year 2014-15

	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contracted Services	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Operating Expenses	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 10,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,750

RATE, OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	2.0	\$ 98,520	\$ 135,065	\$ -	\$ 135,065
Other Personal Services	0.0	\$ -	\$ -	\$ -	\$ -
Contracted Services			\$ 10,000	\$ -	\$ 10,000
Operating Expenses			\$ 18,744	\$ 475	\$ 19,219
Operating Capital Outlay			\$ -	\$ -	\$ -
Fixed Capital Outlay			\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)			\$ -	\$ -	\$ -
Debt			\$ -	\$ -	\$ -
Reserves - Emergency Response			\$ -	\$ -	\$ -
TOTAL			\$ 163,809	\$ 475	\$ 164,284

WORKFORCE

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

WORKFORCE CATEGORY	Fiscal Year					(Adopted -- TENTATIVE) 2013-2014 to 2014-2015	
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	Difference	% Change
Authorized Positions	2.0	2.0	2.0	2.0	2.0	0.0	0.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	
Other Personal Services	0.0	0.0	0.0	0.0	0.0	0.0	
Intern	0.0	0.0	0.0	0.0	0.0	0.0	
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	
TOTAL WORKFORCE	2.0	2.0	2.0	2.0	2.0	0.0	0.00%

Program and Activity Allocations

Changes and Trends

Prior to FY 2012-2013, staff in the Public Information Office charged their time to the program office budgets when assisting those areas. To reflect the true cost of the Office, all staff time is now charged to the Public Information budget.

Budget Variances

The Outreach program budget includes a decrease to Salaries and Benefits to reflect current staff costs; an increase in Contracted Services to purchase access to a governmental research and legislative monitoring website and cover shared costs of the Washington, D.C. office; and an increase in Operating Expenses to cover conference/lobbying registration fees.

Major Budget Items

There are no major budget items in this activity's budget.

Program and Activity Allocations
Northwest Florida Water Management District
REDUCTIONS - NEW ISSUES
5.0 Outreach
Fiscal Year 2014-15
Tentative Budget - August 1, 2014

FY 2013-14 Budget (Current-Amended)			2.00	\$	168,044
Reductions					
Issue	Description	Issue Amount	Workforce	Category Subtotal	
Salaries and Benefits					10,935
1	Salaries and Benefits Adjustment	10,935			
		-			
Other Personal Services					-
		-			
		-			
Contracted Services					-
		-			
		-			
Operating Expenses					-
		-			
		-			
Operating Capital Outlay					-
		-			
		-			
Fixed Capital Outlay					-
		-			
		-			
Interagency Expenditures (Cooperative Funding)					-
		-			
		-			
Debt					-
		-			
		-			
Reserves					-
		-			
		-			
TOTAL REDUCTIONS			0.00		10,935

Program and Activity Allocations
Northwest Florida Water Management District
REDUCTIONS - NEW ISSUES
5.0 Outreach
Fiscal Year 2014-15
Tentative Budget - August 1, 2014

New Issues				
Issue	Description	Issue Amount	Workforce	Category Subtotal
Salaries and Benefits				-
		-		
		-		
Other Personal Services				-
		-		
		-		
Contracted Services				6,500
1	Other Contractual Services - Lobby Tools	6,500		
		-		
Operating Expenses				675
2	Registration Fees	675		
		-		
Operating Capital Outlay				-
		-		
		-		
Fixed Capital Outlay				-
		-		
		-		
Interagency Expenditures (Cooperative Funding)				-
		-		
		-		
Debt				-
		-		
		-		
Reserves				-
		-		
		-		
TOTAL NEW ISSUES			0.00	7,175
5.0 Outreach				
Total Workforce and Tentative Budget for FY 2014-15			2.00	\$ 164,284

Program and Activity Allocations

Public Information (Activity 5.2)

The District's public information programs are designed to assist and inform local governments, other agencies and the general public about regional water issues. The primary goal is to enhance public awareness, understanding and participation in comprehensive water resource management. This activity includes a general public awareness program for the SWIM program; preparation, printing and distribution of brochures, booklets and materials on the District's water conservation and protection programs; and public noticing of water management district decision-making, Governing Board meetings and budgetary information.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

5.2 - Public Information

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 46,447	\$ 55,008	\$ 116,199	\$ 146,000	\$ 135,065	\$ (10,935)	-7.5%
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operating Expenses	\$ 7,154	\$ 9,112	\$ 1,767	\$ 18,469	\$ 18,469	\$ -	0.0%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 53,601	\$ 64,120	\$ 117,966	\$ 164,469	\$ 153,534	\$ (10,935)	-6.6%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 135,065	\$ -	\$ 135,065
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ -	\$ -	\$ -
Operating Expenses	\$ 18,469	\$ -	\$ 18,469
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 153,534	\$ -	\$ 153,534

Program and Activity Allocations

Changes and Trends

Prior to FY 2012-2013, staff in the Public Information Office charged their time to the Program office budgets when assisting those areas. To reflect the true cost of the Office, all staff time is now charged to the Public Information budget.

Budget Variances

The requested budget provides for a decrease in Salaries and Benefits (7.5 percent) to reflect actual budget needs for the current staff.

Major Budget Items

The major budget items for this program are related to Salaries and Benefits (\$135,065).

Program and Activity Allocations

Lobbying/Legislative Affairs/Cabinet Affairs (Activity 5.4)

This activity responds to requests for information from state legislators and legislative staff, attends committee meetings and, as requested, provides information to members of the Congressional delegation.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

5.4 - Lobbying / Legislative Affairs / Cabinet Affairs

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ 2,000	\$ 2,250	\$ 2,880	\$ 3,500	\$ 10,000	\$ 6,500	185.7%
Operating Expenses	\$ 50	\$ 200	\$ 245	\$ 75	\$ 750	\$ 675	900.0%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 2,050	\$ 2,450	\$ 3,125	\$ 3,575	\$ 10,750	\$ 7,175	200.7%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ 10,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,750

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ -	\$ -	\$ -
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 10,000	\$ -	\$ 10,000
Operating Expenses	\$ 275	\$ 475	\$ 750
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 10,275	\$ 475	\$ 10,750

Program and Activity Allocations

Changes and Trends

The District continues to work in cooperation with the Florida Legislature, Governor's Office and other state agencies to serve Floridians and protect the area's water and natural resources.

Budget Variances

Funding for FY 2014-2015 includes an increase in Contracted Services of \$6,500 to purchase access to a governmental research and legislative monitoring website and cover shared costs of the Washington, D.C. office, as well as an increase in Operating Expenses to cover conference/lobbying registration fees.

Major Budget Items

None

Program and Activity Allocations

District Management and Administration (Program 6.0)

This program includes all Governing Board support; executive support; management information systems; general counsel; ombudsman; human resources; finance, audit and budget; risk management; and administrative services.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

6.0 District Management and Administration

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 3,825,486	\$ 2,821,582	\$ 1,417,608	\$ 1,817,732	\$ 1,410,468	\$ (407,264)	-22.4%
Other Personal Services	\$ (147)	\$ 3	\$ 237	\$ 15,500	\$ 15,500	\$ -	0.0%
Contracted Services	\$ 292,041	\$ 169,182	\$ 106,794	\$ 364,561	\$ 219,806	\$ (144,755)	-39.7%
Operating Expenses	\$ 1,329,156	\$ 601,261	\$ 370,290	\$ 406,618	\$ 382,861	\$ (23,757)	-5.8%
Operating Capital Outlay	\$ 61,933	\$ 60,629	\$ 5,475	\$ 240,800	\$ 91,391	\$ (149,409)	-62.0%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL	\$ 5,508,469	\$ 3,652,656	\$ 1,900,404	\$ 2,845,211	\$ 2,120,026	\$ (725,185)	-25.5%

SOURCE OF FUNDS

Fiscal Year 2014-15

	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Salaries and Benefits	\$ 654,561	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 654,561
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contracted Services	\$ 12,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,500
Operating Expenses	\$ 25,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,950
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 868,529	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 868,529

RATE, OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	22.0	\$ 1,017,072	\$ 1,410,468	\$ -	\$ 1,410,468
Other Personal Services	0.5	\$ 14,300	\$ 15,500	\$ -	\$ 15,500
Contracted Services			\$ 147,356	\$ 72,450	\$ 219,806
Operating Expenses			\$ 349,389	\$ 33,472	\$ 382,861
Operating Capital Outlay			\$ 47,093	\$ 44,298	\$ 91,391
Fixed Capital Outlay			\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)			\$ -	\$ -	\$ -
Debt			\$ -	\$ -	\$ -
Reserves - Emergency Response			\$ -	\$ -	\$ -
TOTAL			\$ 1,969,806	\$ 150,220	\$ 2,120,026

WORKFORCE

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

WORKFORCE CATEGORY	Fiscal Year					(Adopted -- TENTATIVE) 2013-2014 to 2014-2015	
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	Difference	% Change
Authorized Positions	24.0	22.0	22.0	22.0	22.0	0.0	0.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	
Other Personal Services	0.0	1.0	0.0	0.5	0.5	0.0	0.0%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	
TOTAL WORKFORCE	24.0	23.0	22.0	22.5	22.5	0.0	0.00%

Program and Activity Allocations

Changes and Trends

Over the past three years, the EOG, Legislature and DEP have coordinated with the five water management districts to gain consistencies in numerous functional areas, including equipment replacement cycles, employee benefits, and financial and budget reporting. Costs previously paid from this program have been reallocated across all programs to better reflect the full cost of providing services and to align costs with the appropriate revenue sources. The District initiated spending funds from the newly created Technology activities in each Program area in FY 2012-2013, to begin capturing the costs associated with each program.

The FY 2014-2015 budget further allocates a share of the recurring licensing, software maintenance and IT staff time associated with developing and maintaining information technology software and hardware for the program areas.

The combined budgets for Program 5 Outreach (\$164,284) and Program 6 District Management and Administration (\$2,120,026) represent 4.4 percent of the \$52.5 million budget proposed for FY 2014-2015.

Budget Variances

The total program's budget decrease of \$725,185 (25.5 percent) reflects a net decrease of \$741,424 in the IT budget and a small increase of \$16,239 for the remaining administrative functions. A thorough assessment was performed to evaluate the current system usage of each Program area and additional needs for the development of a budget, which proportionately allocates both recurring and non-recurring costs.

Major Budget Items

Salaries and Benefits make up two-thirds of this program's budget, which includes executive, financial, personnel, IT and other administrative support for the District. The program's FY 2014-2015 budget of \$2,120,026 also includes \$219,806 for Contracted Services (e.g., legal counsel, audit services) and \$382,861 for Operating Expenses (e.g., liability insurances, tax collector fees).

The FY 2014-2015 budget reflects the District's continued commitment to improve information technology to serve all programs. The District is in the process of implementing several new technologies, both software and hardware, to improve infrastructure and services for the public and District staff. Increased functionality will be delivered for document management, contract management, project management, geographic information systems, extended web functionality on the District's website and automation for several manual processes. In addition, some outsourced web based technology will be integrated into the District's external website, reducing costs for hosting and supporting these technologies. Several technologies will be upgraded with newer versions of existing software in order to be compliant with best practices, security and warranty/support agreements.

Investment in hardware and software will be made to support disaster recovery and business continuity of District systems. Improvements in document management will be made for process improvement by automating manual processes, as well as offer increased functionality and usability to the District's internal Intranet site.

Program and Activity Allocations

Northwest Florida Water Management District

REDUCTIONS - NEW ISSUES

6.0 District Management and Administration

Fiscal Year 2014-15

Tentative Budget - August 1, 2014

FY 2013-14 Budget (Current-Amended)		22.50	\$	2,845,211
Reductions				
Issue	Description	Issue Amount	Workforce	Category Subtotal
Salaries and Benefits			0.00	418,198
1	Improved IT allocation to Divisions	418,198		
		-	0.00	
Other Personal Services			0.00	-
			0.00	
		-	0.00	
Contracted Services			0.00	144,755
2	Improved IT allocation to Divisions	144,755	0.00	
		-	0.00	
Operating Expenses				77,741
3	Improved IT allocation to Divisions	72,346		
4	Reduction in general administrative operating expenses	5,395		
		-		
Operating Capital Outlay				149,409
5	Improved IT allocation to Divisions	149,109		
6	Reclassification of OCO to operating expense	300		
		-		
Fixed Capital Outlay				-
		-		
		-		
Interagency Expenditures (Cooperative Funding)				-
		-		
		-		
Debt				-
		-		
		-		
Reserves				-
		-		
		-		
TOTAL REDUCTIONS			0.00	790,103

Program and Activity Allocations

Northwest Florida Water Management District
REDUCTIONS - NEW ISSUES
6.0 District Management and Administration
Fiscal Year 2014-15
Tentative Budget - August 1, 2014

New Issues				
Issue	Description	Issue Amount	Workforce	Category Subtotal
Salaries and Benefits			0.00	10,934
	Salaries and Benefits Rate Adjustments	10,934	0.00	
		-	0.00	
Other Personal Services			0.00	-
		-	0.00	
		-	0.00	
Contracted Services			0.00	-
		-	0.00	
		-	0.00	
Operating Expenses				53,984
1	Increase in Online data service for SSRC Services and transfer of budget from Facilities	28,791		
2	Staff Travel for vendor conferences and other travel	6,952		
3	Staff Clothing/Uniforms	9,000		
4	Software for web conference, VMware, Citrix	5,972		
5	Computer equipment, support, office supplies	3,269		
Operating Capital Outlay				-
		-		
		-		
Fixed Capital Outlay				-
		-		
		-		
Interagency Expenditures (Cooperative Funding)				-
		-		
		-		
Debt				-
		-		
		-		
Reserves				-
		-		
		-		
TOTAL NEW ISSUES			0.00	64,918
Total Workforce and Tentative Budget for FY 2014-15			22.50	\$ 2,120,026

Program and Activity Allocations

Administrative and Operations Support (Activity 6.1)

This activity includes executive management, executive support, Governing Board support, ombudsman, general counsel, inspector general, administrative support (general), procurement and contract administration, insurance, finance, accounting, budget and human resources. In addition, this activity includes administrative and programmatic computer systems support, directs maintenance and replacement of equipment, hardware and software support and includes the Geographic Information Systems (GIS) staff and systems support.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

6.1 - Administrative and Operations Support

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 3,825,486	\$ 2,821,582	\$ 1,417,608	\$ 1,817,732	\$ 1,410,468	\$ (407,264)	-22.4%
Other Personal Services	\$ (147)	\$ 3	\$ 237	\$ 15,500	\$ 15,500	\$ -	0.0%
Contracted Services	\$ 292,041	\$ 169,182	\$ 106,794	\$ 364,561	\$ 219,806	\$ (144,755)	-39.7%
Operating Expenses	\$ 1,269,361	\$ 545,144	\$ 319,851	\$ 346,618	\$ 322,861	\$ (23,757)	-6.9%
Operating Capital Outlay	\$ 61,933	\$ 60,629	\$ 5,475	\$ 240,800	\$ 91,391	\$ (149,409)	-62.0%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 5,448,674	\$ 3,596,540	\$ 1,849,965	\$ 2,785,211	\$ 2,060,026	\$ (725,185)	-26.0%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ 868,529	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 868,529

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 1,410,468	\$ -	\$ 1,410,468
Other Personal Services	\$ 15,500	\$ -	\$ 15,500
Contracted Services	\$ 147,356	\$ 72,450	\$ 219,806
Operating Expenses	\$ 289,389	\$ 33,472	\$ 322,861
Operating Capital Outlay	\$ 47,093	\$ 44,298	\$ 91,391
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 1,909,806	\$ 150,220	\$ 2,060,026

Changes and Trends

Over the past three years, the EOG, Legislature and DEP have coordinated with the five water management districts to gain consistencies in numerous functional areas, including replacement equipment cycles and financial and budget reporting. To provide more accurate program costs versus administrative costs, the districts agreed to certain

Program and Activity Allocations

allocations or direct charging of costs previously paid from the administrative activities. Prior to FY 2011-2012, the Division of Administration budget included all employee benefits, including the payment of compensated absences for the District; fleet and property insurance; utilities and janitorial costs for Headquarters and field offices; telephone costs; and furniture and equipment purchase and rental. In FY 2011-2012, the employee benefits were distributed to the program areas. Other costs directly related to the program areas have also been transitioned to those budgets.

Budget Variances

Excluding the IT portion budgeted in this activity, the Administrative and Operations Support budget reflects a small increase of \$16,239 or 1.0 percent across Salaries and Benefits and Operating Expenses. The IT budget alone decreased by \$741,424 or 61.5 percent is due to the allocation of both recurring and non-recurring budget to the program areas. This IT reduction crosses Salaries and Benefits, Contracted Services, Operating Expenses, and OCO.

Major Budget Items

The major budget categories in this activity are Salaries and Benefits at \$1,410,468 followed by Operating Expenses of \$322,861.

Program and Activity Allocations

Other – (Tax Collector/Property Appraiser Fees) (Activity 6.4)

This category includes fees charged by the tax collectors and property appraisers of the 16 counties within the District's jurisdiction. These fees are to compensate the counties for their costs associated with the noticing and collection and remittance of ad valorem tax revenues on the behalf of and to the District.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15

TENTATIVE BUDGET - Fiscal Year 2014-2015

6.4 - Other - (Tax Collector / Property Appraiser Fees)

	Fiscal Year 2010-11 (Actual-Audited)	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual - Audited)	Fiscal Year 2013-14 (Current-Amended)	Fiscal Year 2014-15 (Tentative Budget)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operating Expenses	\$ 59,795	\$ 56,116	\$ 50,439	\$ 60,000	\$ 60,000	\$ -	0.0%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 59,795	\$ 56,116	\$ 50,439	\$ 60,000	\$ 60,000	\$ -	0.0%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2014-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

OPERATING AND NON-OPERATING

Fiscal Year 2014-15

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ -	\$ -	\$ -
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ -	\$ -	\$ -
Operating Expenses	\$ 60,000	\$ -	\$ 60,000
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 60,000	\$ -	\$ 60,000

Changes and Trends

Fees paid to the property appraisers are based on a percent of their approved budget and the District's share of the ad valorem taxes levied. Tax collectors are paid based on the amount of taxes collected.

Budget Variances

None

Major Budget Items

None

Program and Activity Allocations

F. District Specific Programs

None

Program and Activity Allocations

G. Program by Area of Responsibility

Subparagraph 373.536(5)(d)5, F.S., requires the District to report the total estimated amount in its budget for each area of responsibility (AOR). All programs and activities at the water management districts are categorized by four AORs, including water supply, water quality, flood protection and natural systems.

Expenditures in the four AORs are provided only at the program level. These AOR expenditures are estimates only, and do not reflect the overlap between the areas of responsibility. For instance, a land acquisition project can serve more than one purpose (e.g., flood protection/floodplain management and natural systems). Therefore, the AOR expenditures should be viewed only as one indication of whether the District is adequately addressing each area of responsibility.

Program and Activity Allocations

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT PROGRAMS, ACTIVITIES AND SUBACTIVITIES BY AREA OF RESPONSIBILITY

Fiscal Year 2012-13 (Actual-Audited)

TENTATIVE BUDGET - Fiscal Year 2014-2015

PROGRAMS, ACTIVITIES AND SUB-ACTIVITIES	Fiscal Year 2012-13 (Actual-Audited)	Water Supply	Water Quality	Flood Protection	Natural Systems
1.0 Water Resources Planning and Monitoring	\$2,469,337	\$296,320	\$222,240	\$222,240	\$1,728,536
1.1 - District Water Management Planning	563,828	X	X	X	X
1.1.1 Water Supply Planning	142,005	X	X		X
1.1.2 Minimum Flows and Levels	251,882	X	X		X
1.1.3 Other Water Resources Planning	169,941	X	X	X	X
1.2 - Research, Data Collection, Analysis and Monitoring	587,624	X	X	X	X
1.3 - Technical Assistance	1,315,720	X	X	X	X
1.4 - Other Water Resources Planning and Monitoring Activities	0				
1.5 - Technology & Information Services	2,165	X	X	X	X
2.0 Acquisition, Restoration and Public Works	\$2,745,571	\$1,619,887	\$439,291	\$576,570	\$109,823
2.1 - Land Acquisition	43,808	X	X	X	X
2.2 - Water Source Development	545,590	X	X	X	X
2.2.1 Water Resource Development Projects	184,531	X	X		X
2.2.2 Water Supply Development Assistance	361,059	X			
2.2.3 Other Water Source Development Activities	0				
2.3 - Surface Water Projects	2,152,968	X	X	X	X
2.4 - Other Cooperative Projects	0				
2.5 - Facilities Construction and Major Renovations	0				
2.6 - Other Acquisition and Restoration Activities	1,513				
2.7 - Technology & Information Service	1,692	X	X	X	X
3.0 Operation and Maintenance of Lands and Works	\$2,765,509	\$331,861	\$940,273	\$940,273	\$553,102
3.1 - Land Management	2,382,979	X	X	X	X
3.2 - Works	6,392		X		X
3.3 - Facilities	312,060	X	X	X	X
3.4 - Invasive Plant Control	0				
3.5 - Other Operation and Maintenance Activities	0				
3.6 - Fleet Services ⁽²⁾	30,250	X	X	X	X
3.7 - Technology & Information Services ⁽¹⁾	33,828	X	X	X	X
4.0 Regulation	\$2,968,755	\$1,454,690	\$593,751	\$593,751	\$326,563
4.1 - Consumptive Use Permitting	574,950	X	X		X
4.2 - Water Well Construction Permitting and Contractor Licensing	701,786	X	X		
4.3 - Environmental Resource and Surface Water Permitting	1,665,714	X	X	X	X
4.4 - Other Regulatory and Enforcement Activities	16,272	X	X	X	X
4.4 - Technology & Information Service	10,033	X	X	X	X
5.0 Outreach	\$121,091	\$30,273	\$30,273	\$30,273	\$30,273
5.1 - Water Resource Education	0	X	X	X	X
5.2 - Public Information	117,966	X	X	X	X
5.3 - Public Relations	0				
5.4 - Lobbying / Legislative Affairs / Cabinet Affairs	3,125	X	X	X	X
5.5 - Other Outreach Activities	0				
5.5 - Technology & Information Service	0				
SUBTOTAL - Major Programs (excluding Management and Administration)	\$11,070,263				
6.0 District Management and Administration	\$1,900,404				
6.1 - Administrative and Operations Support	1,849,965				
6.1.1 - Executive Direction	525,111				
6.1.2 - General Counsel / Legal	0				
6.1.3 - Inspector General	0				
6.1.4 - Administrative Support	691,290				
6.1.5 - Fleet Services	0				
6.1.6 - Procurement / Contract Administration	0				
6.1.7 - Human Resources	88,283				
6.1.8 - Communications	0				
6.1.9 - Technology & Information Services	545,281				
6.2 - Computer/Computer Support	0				
6.3 - Reserves	0				
6.4 - Other - (Tax Collector / Property Appraiser Fees)	50,439				
TOTAL	\$12,970,667				

Program and Activity Allocations

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT PROGRAMS, ACTIVITIES AND SUBACTIVITIES BY AREA OF RESPONSIBILITY

Fiscal Year 2013-14 (Current-Amended)

TENTATIVE BUDGET - Fiscal Year 2014-2015

PROGRAMS, ACTIVITIES AND SUB-ACTIVITIES	Fiscal Year 2013-14 (Current-Amended)	Water Supply	Water Quality	Flood Protection	Natural Systems
1.0 Water Resources Planning and Monitoring	\$6,218,603	\$1,094,474	\$907,916	\$926,572	\$3,289,641
1.1 - District Water Management Planning	1,920,631	X	X	X	X
1.1.1 Water Supply Planning	193,248	X	X		X
1.1.2 Minimum Flows and Levels	980,122	X	X		X
1.1.3 Other Water Resources Planning	747,261	X	X	X	X
1.2 - Research, Data Collection, Analysis and Monitoring	777,148	X	X	X	X
1.3 - Technical Assistance	3,477,683	X	X	X	X
1.4 - Other Water Resources Planning and Monitoring Activities	0				
1.5 - Technology & Information Services	43,141	X	X	X	X
2.0 Acquisition, Restoration and Public Works	\$31,443,767	\$17,985,835	\$5,502,659	\$6,477,416	\$1,477,857
2.1 - Land Acquisition	56,634	X	X	X	X
2.2 - Water Source Development	15,760,219	X	X	X	X
2.2.1 Water Resource Development Projects	230,116	X	X		X
2.2.2 Water Supply Development Assistance	15,530,103	X			
2.2.3 Other Water Source Development Activities	0				
2.3 - Surface Water Projects	13,086,170	X	X	X	X
2.4 - Other Cooperative Projects	0				
2.5 - Facilities Construction and Major Renovations	400,000				
2.6 - Other Acquisition and Restoration Activities	2,100,000				
2.7 - Technology & Information Service	40,744	X	X	X	X
3.0 Operation and Maintenance of Lands and Works	\$3,688,130	\$516,338	\$1,231,835	\$1,231,835	\$708,121
3.1 - Land Management	2,920,473	X	X	X	X
3.2 - Works	8,723		X		X
3.3 - Facilities	377,335	X	X	X	X
3.4 - Invasive Plant Control	0				
3.5 - Other Operation and Maintenance Activities	0				
3.6 - Fleet Services ⁽²⁾	80,023	X	X	X	X
3.7 - Technology & Information Services ⁽¹⁾	301,576	X	X	X	X
4.0 Regulation	\$3,965,332	\$1,740,781	\$844,616	\$844,616	\$535,320
4.1 - Consumptive Use Permitting	664,248	X	X		X
4.2 - Water Well Construction Permitting and Contractor Licensing	677,761	X	X		
4.3 - Environmental Resource and Surface Water Permitting	1,480,975	X	X	X	X
4.4 - Other Regulatory and Enforcement Activities	434,548	X	X	X	X
4.4 - Technology & Information Service	707,800	X	X	X	X
5.0 Outreach	\$168,044	\$42,011	\$42,011	\$42,011	\$42,011
5.1 - Water Resource Education	0	X	X	X	X
5.2 - Public Information	164,469	X	X	X	X
5.3 - Public Relations	0				
5.4 - Lobbying / Legislative Affairs / Cabinet Affairs	3,575	X	X	X	X
5.5 - Other Outreach Activities	0				
5.5 - Technology & Information Service	0				
<i>SUBTOTAL - Major Programs (excluding Management and Administration)</i>	<i>\$45,483,876</i>				
6.0 District Management and Administration	\$2,845,211				
6.1 - Administrative and Operations Support	2,785,211				
6.1.1 - Executive Direction	608,008				
6.1.2 - General Counsel / Legal	0				
6.1.3 - Inspector General	0				
6.1.4 - Administrative Support	916,076				
6.1.5 - Fleet Services	0				
6.1.6 - Procurement / Contract Administration	0				
6.1.7 - Human Resources	55,020				
6.1.8 - Communications	0				
6.1.9 - Technology & Information Services	1,206,107				
6.2 - Computer/Computer Support	0				
6.3 - Reserves	0				
6.4 - Other - (Tax Collector / Property Appraiser Fees)	60,000				
TOTAL	\$48,329,087				

Program and Activity Allocations

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT PROGRAMS, ACTIVITIES AND SUBACTIVITIES BY AREA OF RESPONSIBILITY

Fiscal Year 2014-15 (Tentative Budget)

TENTATIVE BUDGET - Fiscal Year 2014-2015

PROGRAMS, ACTIVITIES AND SUB-ACTIVITIES	Fiscal Year 2014-15 (Tentative Budget)	Water Supply	Water Quality	Flood Protection	Natural Systems
1.0 Water Resources Planning and Monitoring	\$8,247,330	\$1,451,530	\$1,204,110	\$1,228,852	\$4,362,838
1.1 - District Water Management Planning	2,972,483	X	X	X	X
1.1.1 Water Supply Planning	96,789	X	X		X
1.1.2 Minimum Flows and Levels	2,378,210	X	X		X
1.1.3 Other Water Resources Planning	497,484	X	X	X	X
1.2 - Research, Data Collection, Analysis and Monitoring	838,048	X	X	X	X
1.3 - Technical Assistance	3,897,009	X	X	X	X
1.4 - Other Water Resources Planning and Monitoring Activities	0				
1.5 - Technology & Information Services	539,790	X	X	X	X
2.0 Acquisition, Restoration and Public Works	\$33,925,015	\$19,405,109	\$5,936,878	\$6,988,553	\$1,594,476
2.1 - Land Acquisition	45,165	X	X	X	X
2.2 - Water Source Development	15,421,696	X	X	X	X
2.2.1 Water Resource Development Projects	388,494	X	X		X
2.2.2 Water Supply Development Assistance	15,033,202	X			
2.2.3 Other Water Source Development Activities	0				
2.3 - Surface Water Projects	16,466,815	X	X	X	X
2.4 - Other Cooperative Projects	0				
2.5 - Facilities Construction and Major Renovations	380,000				
2.6 - Other Acquisition and Restoration Activities	1,380,000				
2.7 - Technology & Information Service	231,339	X	X	X	X
3.0 Operation and Maintenance of Lands and Works	\$3,865,522	\$541,173	\$1,291,084	\$1,291,084	\$742,180
3.1 - Land Management	2,931,287	X	X	X	X
3.2 - Works	11,218		X		X
3.3 - Facilities	313,949	X	X	X	X
3.4 - Invasive Plant Control	0				
3.5 - Other Operation and Maintenance Activities	0				
3.6 - Fleet Services ⁽²⁾	45,911	X	X	X	X
3.7 - Technology & Information Services ⁽¹⁾	563,157	X	X	X	X
4.0 Regulation	\$4,162,288	\$1,827,244	\$886,567	\$886,567	\$561,909
4.1 - Consumptive Use Permitting	659,885	X	X		X
4.2 - Water Well Construction Permitting and Contractor Licensing	720,292	X	X		
4.3 - Environmental Resource and Surface Water Permitting	1,489,084	X	X	X	X
4.4 - Other Regulatory and Enforcement Activities	344,774	X	X	X	X
4.4 - Technology & Information Service	948,253	X	X	X	X
5.0 Outreach	\$164,284	\$41,071	\$41,071	\$41,071	\$41,071
5.1 - Water Resource Education	0	X	X	X	X
5.2 - Public Information	153,534	X	X	X	X
5.3 - Public Relations	0				
5.4 - Lobbying / Legislative Affairs / Cabinet Affairs	10,750	X	X	X	X
5.5 - Other Outreach Activities	0				
5.5 - Technology & Information Service	0				
<i>SUBTOTAL - Major Programs (excluding Management and Administration)</i>	<i>\$50,364,439</i>				
6.0 District Management and Administration	\$2,120,026				
6.1 - Administrative and Operations Support	2,060,026				
6.1.1 - Executive Direction	623,511				
6.1.2 - General Counsel / Legal	0				
6.1.3 - Inspector General	0				
6.1.4 - Administrative Support	859,231				
6.1.5 - Fleet Services	0				
6.1.6 - Procurement / Contract Administration	0				
6.1.7 - Human Resources	112,601				
6.1.8 - Communications	0				
6.1.9 - Technology & Information Services	464,683				
6.2 - Computer/Computer Support	0				
6.3 - Reserves	0				
6.4 - Other - (Tax Collector / Property Appraiser Fees)	60,000				
TOTAL	\$52,484,465				

Summary of Staffing Levels

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SUMMARY OF WORKFORCE

Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15
TENTATIVE BUDGET - Fiscal Year 2014-2015

PROGRAM	WORKFORCE CATEGORY	2010-2011 to 2014-2015		Fiscal Year					Current Amended to Tentative 2013-2014 to 2014-2015	
		Difference	% Change	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	Difference	% Change
All Programs	Authorized Positions	(17.0)	-14.41%	118.0	115.0	105.0	101.0	101.0	-	0.00%
	Contingent Worker	-		-	-	-	-	-	-	
	Other Personal Services	(6.0)	-40.00%	15.0	17.0	15.0	10.0	9.0	(1.0)	-10.00%
	Intern	-		-	-	-	-	-	-	
	Volunteer	-		-	-	-	-	-	-	
	TOTAL WORKFORCE	(23.0)	-17.29%	133.0	132.0	120.0	111.0	110.0	(1.0)	-0.90%
Water Resource Planning and Monitoring	Authorized Positions	3.0	17.65%	17.0	19.0	19.0	20.0	20.0	-	0.00%
	Contingent Worker	-		-	-	-	-	-	-	
	Other Personal Services	(3.0)	-75.00%	4.0	4.0	4.0	1.5	1.0	(0.5)	-33.33%
	Intern	-		-	-	-	-	-	-	
	Volunteer	-		-	-	-	-	-	-	
	TOTAL WORKFORCE	-	0.00%	21.0	23.0	23.0	21.5	21.0	(0.5)	-2.33%
Acquisition, Restoration and Public Works	Authorized Positions	(6.0)	-42.86%	14.0	12.0	12.0	8.0	8.0	-	0.00%
	Contingent Worker	-		-	-	-	-	-	-	
	Other Personal Services	(3.0)	-75.00%	4.0	4.0	4.0	1.5	1.0	(0.5)	-33.33%
	Intern	-		-	-	-	-	-	-	
	Volunteer	-		-	-	-	-	-	-	
	TOTAL WORKFORCE	(9.0)	-50.00%	18.0	16.0	16.0	9.5	9.0	(0.5)	-5.26%
Operations and Maintenance of Lands and Works	Authorized Positions	3.0	23.08%	13.0	14.0	14.0	16.0	16.0	-	0.00%
	Contingent Worker	-		-	-	-	-	-	-	
	Other Personal Services	(1.5)	-50.00%	3.0	4.0	4.0	1.5	1.5	-	0.00%
	Intern	-		-	-	-	-	-	-	
	Volunteer	-		-	-	-	-	-	-	
	TOTAL WORKFORCE	1.5	9.38%	16.0	18.0	18.0	17.5	17.5	-	0.00%
Regulation	Authorized Positions	(15.0)	-31.25%	48.0	46.0	36.0	33.0	33.0	-	0.00%
	Contingent Worker	-		-	-	-	-	-	-	
	Other Personal Services	1.0	25.00%	4.0	4.0	3.0	5.0	5.0	-	0.00%
	Intern	-		-	-	-	-	-	-	
	Volunteer	-		-	-	-	-	-	-	
	TOTAL WORKFORCE	(14.0)	-26.92%	52.0	50.0	39.0	38.0	38.0	-	0.00%
Outreach	Authorized Positions	-	0.00%	2.0	2.0	2.0	2.0	2.0	-	0.00%
	Contingent Worker	-		-	-	-	-	-	-	
	Other Personal Services	-		-	-	-	-	-	-	
	Intern	-		-	-	-	-	-	-	
	Volunteer	-		-	-	-	-	-	-	
	TOTAL WORKFORCE	-	0.00%	2.0	2.0	2.0	2.0	2.0	-	0.00%
Management and Administration	Authorized Positions	(2.0)	-8.33%	24.0	22.0	22.0	22.0	22.0	-	0.00%
	Contingent Worker	-		-	-	-	-	-	-	
	Other Personal Services	0.5		1.0	-	-	0.5	0.5	-	0.00%
	Intern	-		-	-	-	-	-	-	
	Volunteer	-		-	-	-	-	-	-	
	TOTAL WORKFORCE	(1.5)	-6.25%	24.0	23.0	22.0	22.5	22.5	-	0.00%

The District has historically only hired students for the temporary part-time positions and each position, though part-time, was counted as a position. For consistency purposes, the OPS positions are being counted based on a 40 hour week full time equivalent.

Performance Measures

The five water management districts maintain a consistent set of performance metrics used to monitor and compare the performance of the districts. The Northwest Florida Water Management District's budget presents core mission performance measures to report the effectiveness and efficiency of its programs and activities.

Northwest Florida Water Management District
PERFORMANCE MEASURES - NATURAL SYSTEMS
 Fiscal Year 2014-15
 Tentative Budget - August 1, 2014

Natural System Primary Goal: To restore the hydrology of natural systems and improve water quality of natural systems.

NS Objective 1: Maintain the integrity and functions of water resources and related natural systems		
Annual Measures	Fiscal Year 12-13	
Number of MFLs and Reservations, by water body type, established annually (fiscal year) and cumulatively	Annual	Cumulative
Aquifer	0	0
Estuary	0	0
Lake	0	0
River	0	2
Spring	0	0
Wetland	0	0
Number and percentage of water bodies meeting their adopted MFLs	Annual	Percent
Number of water bodies meeting MFLs	0	#DIV/0!
Number of water bodies with adopted MFLs	0	

NS Objective 2: Restore or improve degraded water resources and related natural systems to a naturally functioning condition.		
Annual Measures	Fiscal Year 12-13	
For water bodies not meeting their adopted MFLs, the number and percentage of those water bodies with an adopted recovery or prevention strategy.	Annual	Percent
Number of water bodies with an adopted recovery or prevention strategy	0	#DIV/0!
Number of water bodies supposed to have an adopted recovery or prevention strategy	0	

NS Objective 3: To evaluate district owned lands to ensure that lands owned are necessary for the protection and restoration of water resources										
Quarterly Measures	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Annualized Cost per Acre	
Number of acres and percentage of District lands evaluated for surplus.	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Fiscal Year 12-13
Number of acres evaluated for surplus	0.00	0.00%	262.39	0.12%	0.00	0.00%	0.00	0.00%	262.39	0.12%
Total acres of District lands held at the beginning of the fiscal year	212,371.00		212,371.00		212,371.00		212,371.00		212,371.00	
Number of acres and % of surplus lands sold, exchanged, or leased.	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Annualized Average
Number of acres of surplus lands sold, exchanged, or leased	0.00	#DIV/0!	0.00	0.00%	0.00	#DIV/0!	0.00	#DIV/0!	\$0.00	0.00%
Total acres of land approved for sale, trade or lease by the Governing Board during the quarter	0.00		262.39		0.00		0.00		262.39	

Northwest Florida Water Management District
PERFORMANCE MEASURES - NATURAL SYSTEMS
 Fiscal Year 2014-15
 Tentative Budget - August 1, 2014

NS Objective 4: To identify the efficiency and relative cost of restoration and land management activities										
Quarterly Measures	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Annualized Cost per Acre	
Cost/acre for lands managed by the District (not total).	Number	Cost/Acre	Number	Cost/Acre	Number	Cost/Acre	Number	Cost/Acre	Number	Fiscal Year 12-13
Dollars expended in land management where the District serves as the lead manager	\$539,177.70	\$2.54	\$589,604.10	\$2.78	\$814,882.49	\$3.84	\$743,465.85	\$3.50	\$2,687,130.14	\$12.65
Number of acres where the District serves as the lead manager	212,371.00		212,371.00		212,371.00		212,371.00		212,371.00	
Cost/acre prescribed fire.	Number	Cost/Acre	Number	Cost/Acre	Number	Cost/Acre	Number	Cost/Acre	Number	Annualized Average
Dollars expended for prescribed burning	\$7,608.02	\$33.22	\$139,095.93	\$25.56	\$57,180.50	\$23.94	\$43,161.34	\$25.99	\$247,045.79	\$25.41
Number of acres burned	229.00		5,443.00		2,388.00		1,661.00		9,721.00	
Cost/acre for invasive plant control.	Number	Cost/Acre	Number	Cost/Acre	Number	Cost/Acre	Number	Cost/Acre	Number	Annualized Average
Dollars expended controlling invasive plants	\$2,028.09	\$1.64	\$0.00	#DIV/0!	\$509.80	\$0.53	\$3,916.71	\$0.56	\$6,454.60	\$0.70
Number of acres treated	1,234.00		0.00		954.00		7,050.00		9,238.00	

Northwest Florida Water Management District
PERFORMANCE MEASURES - WATER QUALITY
 Fiscal Year 2014-15
 Tentative Budget - August 1, 2014

Water Quality Primary Goal: To achieve and maintain surface water quality standards

WQ Objective 1: Identify the efficiency of permit review, issuance and relative cost of permit processing.										
Quarterly Measures	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Annualized Performance	
For closed applications, the median time to process ERP by permit type and total.	Median		Median		Median		Median		Median	
Exemptions and noticed general permits	2.00		2.00		2.00		2.00		2.00	
Individually processed permits	26.50		22.00		15.00		14.00		20.00	
Letter modifications and extensions	4.00		5.50		5.00		1.00		4.00	
All authorizations combined	3.50		7.00		3.00		4.00		4.00	
For ERPs, cost to issue permit for all permit types	Number	Cost/Permit	Number	Cost/Permit	Number	Cost/Permit	Number	Cost	Number	Cost/Permit
Total cost	\$84,727.13	\$661.93	\$65,191.27	\$449.59	\$65,855.17	\$577.68	\$60,959.93	\$662.61	\$276,733.50	\$577.73
Number of permits	128		145		114		92		479	
For ERP, In-House Application to Staff Ratio for All Permit Types	Number	Ratio	Number	Ratio	Number	Ratio	Number	Ratio	Number	Ratio
Total number of open applications	128	26.95	145	39.62	114	32.48	92	26.36	479	31.08
Number of staff for the permit area	4.75		3.66		3.51		3.49		15.41	

Northwest Florida Water Management District
PERFORMANCE MEASURES - WATER SUPPLY
 Fiscal Year 2014-15
 Tentative Budget - August 1, 2014

Water Supply Primary Goal: To ensure a safe and adequate source of water for all users

WS Objective 1: Increase available water supplies and maximize overall water use efficiency to meet identified existing and future needs.

Annual Measure	Fiscal Year 12-13	
District-wide, the estimated amount of water (mgd) made available through projects that the District has constructed or contributed funding to, excluding conservation projects.	MGD	
	8.60	
Uniform residential per capita water use (Public Supply) by District	GPCD	
	80.00	
Percentage of domestic wastewater reused	MGD	
Quantity (mgd) of domestic reused wastewater	61.47	63.46%
Quantity (mgd) domestic wastewater produced	96.87	

WS Objective 2: To identify the efficiency of permit review and issuance and relative cost of permit processing.

Quarterly Measures	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Annualized Performance	
For closed applications, the median time to process CUP by permit type and total.	Median		Median		Median		Median		Median	
Individually processed permits < 0.1mgd	31.00		32.00		27.00		35.00		30.00	
Individually processed permits ≥ 0.1mgd	53.50		35.00		39.50		37.50		39.00	
Letter modifications	0.00		0.00		0.00		0.00		0.00	
All authorizations combined	49.00		33.50		31.50		35.00		33.50	
For CUPs, cost to issue permit for all permit types (BPM and Metric - Report Quarterly Measures)	Number	Cost	Number	Cost	Number	Cost	Number	Cost	Number	Cost
Total cost	\$23,173.70	\$926.95	\$17,522.47	\$796.48	\$22,225.36	\$653.69	\$33,440.80	\$1,045.03	\$96,362.33	\$852.76
Number of permits	25		22		34		32		113	
For CUP, In-House application to staff ratio for all permit types (Metric - Report Quarterly Measures)	Number	Ratio	Number	Ratio	Number	Ratio	Number	Ratio	Number	Ratio
Total number of open applications	25	14.62	22	16.54	34	25.00	32	15.76	113	17.57
Number of staff for the permit area	1.71		1.33		1.36		2.03		6.43	

WS Objective 3: To identify the efficiency of developing water resources and water supply.

Annual Measures	Fiscal Year 12-13	
Water Supply planning cost per capita.	Number	Cost
Water Supply Planning Cost	124,626.00	\$0.09
FY2012 District Population	1,380,056.00	
Cost per million gallons a day for Water Resource Development.	Number	Cost
Water Resource Development Cost	436,867.00	\$18,765.76
Quantity (mgd) produced	23.28	
Cost per million gallons a day for Water Supply Development	Number	Cost
Water Supply Development Cost	11,796,640.00	\$1,366,933.95
Quantity (mgd) produced	8.63	

Northwest Florida Water Management District
PERFORMANCE MEASURES - MISSION SUPPORT
 Fiscal Year 2014-15
 Tentative Budget - August 1, 2014

Mission Support Primary Goal: Support District core programs both effectively and efficiently.

MS Objective 1: To assess the ongoing costs of administrative and support operations in order to achieve optimal efficiency to minimize costs.									
Quarterly Measures	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Annualized Performance
Administrative Costs as a Percentage of Total Expenditures (report cumulative totals for each quarter during a fiscal year)	Number	Percent	Number	Percent	Number	Percent	Number	Percent	(Quarters are cumulative)
Administrative costs	547,256.00	19.85%	958,221.45	18.17%	1,452,007.45	16.81%	1,970,295.00	15.19%	
Total expenditures	2,756,597.22		5,274,281.10		8,639,690.05		12,969,906.00		

Basin Budgets

Not Applicable

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A. Terms

Ad Valorem Tax: a tax imposed on the value of real and personal property as certified by the property appraiser in each county.

Alternative Water Supplies (AWS): includes, but is not limited to, conservation, reuse, aquifer storage and recovery, surface water storage, desalination, and other sources designated within an applicable regional water supply plan (also known as non-traditional sources).

Areas of Responsibility (AOR): the four areas of responsibility which must be addressed by each water management district's District Water Management Plan or Strategic Plan: water supply, water quality, flood protection and natural systems.

Best Management Practices (BMPs): a practice or combination of practices determined, through research, field testing and expert review, to be the most effective and practicable (including economic and technological considerations) on-site means of improving water quality in discharges.

Budget Performance Measures (BPMs): accountability measures aimed at efficiency or producing desired results with minimum expense of energy, time, money and materials.

Carryover: unexpended funds carried forward from the previous FY(s).

Current Year Net New Taxable Value: increases to the ad valorem tax base from new construction, plus additions of property to the tax roll minus deletions of property from the tax roll.

District Water Management Plan (DWMP): the long-range comprehensive water resource management plan prepared by a water management district pursuant to section 373.036, F.S.

Ecosystem Management and Restoration Trust Fund: the state trust fund established by section 403.1651, F.S., administered by the Department of Environmental Protection, which supports the detailed planning and implementation of programs for the management and restoration of ecosystems, including development and implementation of surface water improvement and management (SWIM) plans.

Fixed Capital Outlay (FCO): payment for lands and land improvements, land easements, water control structures, bridges, buildings and improvements and leasehold improvements. Items have an estimated service life of at least one year.

Florida Forever (FF): the Florida Forever Act, section 259.105, F.S., enacted by the 1999 Legislature and signed into law by Governor Bush, provided \$3 billion over 10 years to acquire land or less than fee interests in land to protect environmentally

Appendices

significant lands for conservation, recreation, water resource protection, wildlife habitat protection and to provide for capital land improvement and public access to those lands.

Florida Water Plan (FWP): a statewide plan for the management of Florida's water resources, developed by the Department of Environmental Protection and the water management districts, pursuant to section 373.036, F.S.

Full Time Equivalent (FTE): a measurement of employee work hours both allocated and utilized. One FTE is equivalent to 2,080 work hours per year (40 hours per week for 52 weeks).

Geographic Information System (GIS): a specialized data management system designed for the entry, analysis and display of data commonly found on maps.

Hydrologic Basin: equivalent to a watershed; the area where all the water drains.

Interagency Agreements/Expenditures: funds used to assist other local agencies, regional agencies, the State of Florida, the federal government, public and private universities and not-for-profit organizations in projects that have a public purpose.

Millage Rate: the tax rate on real property, based on \$1 per \$1,000 of assessed property value.

Mitigation: to make less severe; to alleviate, diminish or lessen; one or all of the following may comprise mitigation: (1) avoiding an impact altogether by not taking a certain action or parts of an action; (2) minimizing impacts by limiting the degree or magnitude of an action and its implementation; (3) rectifying an impact by repairing, rehabilitating, or restoring the affected environment; (4) reducing or eliminating an impact over time by preservation and maintenance operations during the life of an action; and (5) compensating for an impact by replacing or providing substitute resources or environments.

Operating Capital Outlay (OCO): payments for automotive equipment, boats, computer hardware, furniture and equipment. Items have a value of at least \$1,000 and an estimated service life of at least one year.

Operating Expenses: all costs for items to be used as part of something else or disposed of within a year of purchase, including parts and supplies, small tools or equipment and construction and maintenance products; and all costs associated with rental or lease of equipment, buildings, offices, insurance programs, permits and fees paid to other agencies, taxes and relocation.

Other Personal Services (OPS): services rendered by a person who is not a regular or full-time employee filling an established position. OPS includes, but is not limited to, services of temporary employees, student or graduate assistants, persons on fellowships, part-time academic employees, board members and consultants, and other services specifically budgeted by an agency.

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Potentiometric surface: the level to which water will rise in a tightly cased well open to a confined aquifer. In an unconfined aquifer the potentiometric surface is the water table level.

Preservation 2000 (P2000): the land acquisition program established by section 259.101, Florida Statutes, that provided \$300 million annually in bonds for land acquisition for environmental protection, recreation, open space, water management and other purposes. Last bond issue was in April 2000.

Reserves: unbudgeted funds to be used for contingencies, managerial reserves and capital expenditure needs requiring Governing Board approval to be spent.

Rolled-Back Rate: the rate that would generate prior year tax revenues less allowances for new construction, plus additions to the tax roll minus deletions to the tax roll. The rolled-back rate controls for changes in the market value of property and, if levied, represents “no tax increase” from the prior year.

Strategic Water Management Plan: five year strategic plan describing the District’s responsibilities, strategic priorities and applicable funding resources pursuant to section 373.036, F.S.

Truth in Millage (TRIM): requirement in section 200.065, F.S., that establishes a specific timetable and procedure for local governments and water management districts to consider and adopt their annual budgets.

Water Management Area (WMA): a district conservation land management area, typically comprised of multiple tracts that are grouped together to be managed as a single unit.

Water Management District (WMD): a regional water management district created pursuant to section 373.069, F.S.

Water Management Lands Trust Fund (WMLTF): the trust fund established by section 373.59, F.S., for water management district land acquisition, management, maintenance, capital improvements, payments in lieu of taxes and administration in accordance with the provisions of Chapter 373, F.S.

Water Protection and Sustainability Trust Fund (WPSTF): the trust fund established by section 403.890, F.S., for implementing priority alternative water supply development, water resource development projects, springs protection and surface water projects.

Water Supply Development: the planning, design, construction, operation and maintenance of public or private facilities for water collection, production, treatment, transmission, or distribution for sale, resale, or end use (section 373.019(24), F.S.).

Appendices

B. Acronyms

ACSC	Area of Critical State Concern
ACF	Apalachicola-Chattahoochee-Flint
AOR	Area of Responsibility
AWS	Alternative Water Supply
BMP(s)	Best Management Practice
BPM	Budget Performance Measure
COE	U.S. Army Corps of Engineers
CUP	Consumptive Use Permit
DACS	Florida Department of Agriculture and Consumer Services
DEP	Florida Department of Environmental Protection
DFIRMS	Digital Flood Insurance Rate Maps
DOQQ	Digital Orthophoto Quarter Quadrangle
DWMP	District Water Management Plan
DRI	Developments of Regional Impact
EOG	Executive Office of the Governor
EPA	U.S. Environmental Protection Agency
ERP	Environmental Resource Permit
ETDM	Efficient Transportation Decision Making
FCO	Fixed Capital Outlay
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FTE	Full Time Equivalent Position
FWC	Florida Fish and Wildlife Conservation Commission
FWP	Florida Water Plan
GIS	Geographic Information System
IT	Information Technology
LiDAR	Light Detection and Ranging
LBC	Legislative Budget Commission
MIL	Mobile Irrigation Lab
MFL(s)	Minimum Flows and Levels
MGD	Million Gallons per Day
NWFWMD	Northwest Florida Water Management District
NRCS	Natural Resources Conservation Service (USDA)
OCO	Operating Capital Outlay
OFFAR	Office of Financial and Regulatory Reform
OPB	Office of Policy and Budget, Governor's Office
OPS	Other Personal Services
OWPMA	Online Well Permitting Management Account
P2000	Preservation 2000
RAI	Request for Additional Information

Appendices

RFQ	Request for Qualifications
RSTF	Regional Stormwater Treatment Facility
RWSP	Regional Water Supply Plan
SWIM	Surface Water Improvement and Management (Program)
SWMP	Strategic Water Management Plan
TRIM	Truth in Millage
WCA	Water Conservation Area
WMA	Water Management Area
WMD(s)	Water Management District(s)
WMLTF	Water Management Lands Trust Fund
WPSTF	Water Protection and Sustainability Trust Fund
WRCA	Water Resource Caution Area
WRD	Water Resource Development
WSA	Water Supply Assessment
WSD	Water Supply Development
WUCA	Water Use Caution Area

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C. Project Worksheets

Northwest Florida Water Management District
Project Schedule-Fiscal Year 2014-2015-Tentative Budget August 1, 2014

Program														Expenditure Category										Projected Budget Request					AREA OF RESPONSIBILITY						Project Status Update - Additional Information			
No.	Title	Begin Date	End Date	Priority Ranking	Contract/ MOU Status	Project Status	Project Cooperator(s)	Total Estimated Project Amount	WMD Project Amount	WMD Funding Source	Funded from Fund Balance Yea/No	Total Project Expenditures to Date	Estimated Project Expenditures for Remainder of FY2013-14	Projected Carryover-Encumbrances to be Re-Appr. for FY2014-15	Budget Request for FY2014-15	Salaries and Benefits	Expense	Other Personal Services	Contractual Services	Operating Capital Outlay	Fixed Capital Outlay	Interagency Grants	FY2015-16	FY2016-17	FY2017-18	FY2018-19	FY2019-20	Phase	Water Supply	Water Quality	Flood Protect	Natural Systems	Mgmt Services					
1.0 Water Resources Planning and Monitoring																																						
1	FEMA Map Mod. & Risk MAP Program	12/25/2002	Unscheduled	1	Multiple contracts	In progress	FEMA; local governments	25,590,020	25,590,020	Federal/ GF	NO	14,447,293	2,754,303	-	3,888,424	272,456	36,450	-	3,497,782	-	-	-	-	900,000	900,000	900,000	900,000	900,000		0%	0%	100%	0%	0%	Ongoing floodplain mapping and management in cooperation with FEMA and local governments			
2	Minimum Flows and Levels	10/28/1997	Unscheduled	1	N/A	In progress		16,639,783	16,639,783	Federal/ GF	YES	1,565,178	812,919	-	2,504,541	417,862	44,307	3,241	1,821,200	91,600	-	-	-	2,312,549	2,082,149	2,466,149	2,616,149	2,280,149		33%	33%	0%	34%	0%	Ongoing implementation of districtwide MFL program			
PROGRAM SUBTOTAL								42,229,803	42,229,803			16,012,471	3,567,222	-	6,392,965	690,318	80,757	3,241	5,318,982	91,600	-	-	-	-	3,212,549	2,982,149	3,366,149	3,516,149	3,180,149	PROGRAM SUBTOTAL								
2.0 Acquisition, Restoration and Public Works																																						
3	Willford Springs Restoration and Protection Project	4/28/2014	5/1/2015	1	Contract Executed	Construction underway	DEP & FWC	1,547,133	1,100,133	Reserves	YES	376,391	698,242	472,500	472,500	24,539	-	-	-	-	-	1,547,133	447,000	-	-	-	-	-		0%	0%	0%	100%	0%				
4	Streambank Restoration at Devils Hole Spring	3/1/2014	9/30/2015	1	FWC AHRE Section Funding	Design & Permitting	DEP & FWC	25,000	25,000	Reserves	YES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		0%	0%	0%	100%	0%				
5	Streambank Restoration at Cotton Landing	10/1/2014	9/30/2015	1	FWC AHRE Section Funding	Design & Permitting	DEP & FWC	25,000	25,000	Reserves	YES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		0%	0%	0%	100%	0%				
6	Live Oak Streambank Restoration	10/1/2014	9/30/2015	1	Coop Agreement executed	Will begin 10/1/2014	Local Govt.	127,500	127,500	Reserves	YES	-	-	127,500	127,500	3,589	-	-	-	-	-	127,500	-	-	-	-	-	-	-		0%	0%	0%	100%	0%			
7	Hightower Streambank Restoration	10/1/2014	9/30/2015	1	Coop Agreement executed	Will begin 10/1/2014	Local Govt.	95,000	95,000	Reserves	YES	-	-	95,000	95,000	3,589	-	-	-	-	-	95,000	-	-	-	-	-	-	-		0%	0%	0%	100%	0%			
8	Spurling Streambank Restoration	10/1/2014	9/30/2015	1	Coop Agreement executed	Will begin 10/1/2014	Local Govt.	32,500	32,500	Reserves	YES	-	-	32,500	32,500	2,907	-	-	-	-	-	32,500	-	-	-	-	-	-	-		0%	0%	0%	100%	0%			
9	Boardwalk Construction for Heritage Trail	10/1/2014	9/30/2015	1	TBD	Design & Permitting	Local Govt.	15,000	15,000	Reserves	YES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		0%	0%	0%	100%	0%				
10	Tates Hill Swamp Hydrologic Restoration	10/1/1999	9/30/2014	1	Complete	Complete	FL Forest Service	1,527,808	1,527,808	FL Forever, Federal	NO	1,527,808	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		0%	50%	0%	50%	0%	Currently planned projects complete			
11	Bay County Alternative Water Source Development	11/1/2013	9/30/2015	1	Executed	Planning & Engineering	Bay County	23,425,000	5,470,000	WFS/TF	NO	5,470,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		100%	0%	0%	0%	0%	Expenditure to be complete; planning and engineering in progress. Construction ongoing during FY 14/15.			
12	Water Supply Development Assistance	7/2/2001	Unscheduled	1	Multiple contracts	In progress	Multiple local govts & utilities	84,041,599	21,474,838	GF	YES	11,502,261	761,298	9,211,279	11,796,640	30,454	1,150	398	1,200	-	-	11,754,183	-	-	-	-	-		100%	0%	0%	0%	0%	Projects in engineering and construction stages				
13	Florida Forever Capital Improvement Program	6/1/2003	12/31/2015	1	Multiple contracts	In progress	Local governments	77,612,098	23,835,991	FL Forever	NO	23,213,932	253,612	368,447	624,200	-	-	-	-	-	-	624,200	-	-	-	-	-	-		0%	60%	0%	40%	0%	Projects in construction and planning stages			
14	St. Andrew Bay SWM	9/28/2000	Unscheduled	1	Multiple contracts	In progress	Local governments; stakeholders	7,700,000	7,700,000	EMRTF	YES	3,779,174	341,986	3,578,840	3,578,840	30,916	2,080	-	-	-	-	3,536,569	-	-	-	-	-	-		0%	45%	10%	45%	0%	Project includes stormwater retrofits and water quality and habitat restoration, including through cooperative local projects.			
15	DOT Mitigation; long-term maintenance	6/16/1996	Unscheduled	1	Multiple contracts	In progress	FDOT	5,881,969	5,881,969	FDOT	NO	1,507,179	98,000	-	1,952,941	134,501	42,060	-	325,860	300	-	-	453,267	470,048	472,048	468,219	460,267		10%	30%	10%	50%	0%	Long-term mitigation site management, maintenance, and monitoring per state and federal permits.				
16	DOT Mitigation	6/16/1996	Unscheduled	1	Multiple contracts	In progress	FDOT	42,341,225	42,341,225	FDOT	NO	29,759,801	925,350	-	1,516,033	207,803	206,740	-	1,038,850	300	-	-	1,993,437	2,161,137	2,043,137	1,896,937	2,045,393		10%	30%	10%	50%	0%	Active restoration projects (Duxes, Lafayette, Shuler, WDW, YR, SHLMB) - Restoration Activities, Staff, Contractual				
17	Apalachicola River and Bay SWM	1989	Unscheduled	1	Multiple contracts	In progress	Local governments; stakeholders	7,040,000	7,040,000	EMRTF	YES	\$ 5,562,942	\$ 612,585	864,473	864,473	71,780	1,700	199	41,200	-	-	728,000	-	-	-	-	-		0%	45%	10%	45%	0%	Project includes stormwater retrofits grants, water quality and habitat restoration, and hydrologic monitoring; also includes support for Jackson Blue Spring AG BMP implementation initiative.				
18	Apalachicola Bay Water Quality	10/1/2013	9/30/2015	1	Multiple contracts	In progress	City of Apalachicola; watershed stakeholders	3,000,000	3,000,000	WML/TF	YES	\$ 381,112	\$ 88,442	2,553,446	2,553,446	510,078	253,730	597	1,657,110	600	-	2,303,446	-	-	-	-	-		0%	100%	0%	0%	0%	Cooperative stormwater projects underway; hydrodynamic model update in progress				
PROGRAM SUBTOTAL								254,436,833	119,691,965			83,057,601	3,779,515	17,303,965	23,614,073	510,078	253,730	597	1,657,110	600	-	1,802,133	19,393,398	2,446,704	2,631,185	2,515,185	2,365,156	2,505,660	PROGRAM SUBTOTAL									
3.0 Operation and Maintenance of Lands and Works																																						
PROGRAM SUBTOTAL								-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		0%	0%	0%	0%	0%		
4.0 Regulation																																						
PROGRAM SUBTOTAL								-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		0%	0%	0%	0%	0%		
5.0 Outreach																																						
PROGRAM SUBTOTAL								-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		0%	0%	0%	0%	0%		
6.0 District Management and Administration																																						
PROGRAM SUBTOTAL								-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		0%	0%	0%	0%	0%		
PROGRAM SUBTOTAL								-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		0%	0%	0%	0%	0%	
GRAND TOTAL								\$ 296,666,636	\$ 161,921,768			\$ 99,070,072	\$ 7,346,737	\$ 17,303,965	\$ 30,007,038	\$ 1,200,396	\$ 334,487	\$ 3,838	\$ 6,976,092	\$ 92,200	\$ 1,802,133	\$ 19,393,398	\$ 5,659,253	\$ 5,613,334	\$ 5,681,334	\$ 5,881,305	\$ 5,685,809	GRAND TOTAL										

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Appendices

D. Related Reports

The following table includes a list of reports provided to the state that are linked to the Standard Format Tentative Budget Submission. It includes the due date and the District employee responsible, as well as his/her email address.

PLAN / REPORT / ACTIVITY	DUE DATE	CONTACT	E-MAIL
5-year Capital Improvement Plan	Annually March 1	Bill Cleckley	bill.cleckley@nwfwater.com
5-year Water Resource Development Work Plan	≤ 30 days budget	Guy Gowens	guy.gowens@nwfwater.com
Strategic Water Management Plan	5 year update	Guy Gowens	guy.gowens@nwfwater.com
Strategic Water Management Plan Annual Work Plan Report	Annually March 1	Guy Gowens	guy.gowens@nwfwater.com
Minimum Flows and Levels Priority List	Annually Nov 15	Guy Gowens	guy.gowens@nwfwater.com
Regional Water Supply Plan Update	5 year update or as needed	Guy Gowens	guy.gowens@nwfwater.com
SWIM Plans (all)	As needed	Guy Gowens	guy.gowens@nwfwater.com
SWIM Priority List	5 year update or as needed	Guy Gowens	guy.gowens@nwfwater.com
Florida Forever 5-year Work Plan update	Annually March 1	Bill Cleckley	bill.cleckley@nwfwater.com
Northwest Florida Umbrella, Watershed-based, Regional Mitigation Plan Update F.S. 373.4137	Annually March 1	Guy Gowens	guy.gowens@nwfwater.com

E. Outstanding Debt

Not Applicable

Appendices

F. Alternative Water Supply Funding – Water Protection and Sustainability Programs

Status of Projects funded in FY 2013-2014

In March 2014, the District awarded \$5,470,000 from the Water Protection and Sustainability Program Trust Fund to Bay County to supplement over \$15 million in local funding for construction of a surface water intake near the mouth of Econfina Creek and transmission pipeline. This will provide a sustainable water supply for Bay County while protecting its source of drinking water from coastal storm surge events. It is currently anticipated that facility construction will be complete by the summer of 2015. The project is a priority of the Region III Regional Water Supply Plan.

Appendices

G. Consistency Issues

Vehicle Maintenance Standards: Report on the development of baseline vehicle maintenance data and the use of this data to determine a cost effective vehicle replacement standard.

The Florida Department of Management Services has developed Minimum Equipment Replacement Criteria. For cars and pickup trucks, a Replacement Eligibility Factor (REF) is determined by considering the age of the vehicle, mileage, condition, lifetime maintenance costs, downtime, most recent annual maintenance cost and cost per mile. For trucks, tractors, mowers, trailers and other equipment, a miles per hours or age threshold is established. If an asset exceeds the REF or replacement threshold, it is eligible for replacement.

The water management districts evaluated their fleet and equipment replacement policies, compared them to the state's criteria and adopted the state's minimum equipment replacement criteria (floor) or established criteria greater than the state.

**Water Management Districts
Minimum Replacement Criteria**

	State	Northwest	St. Johns River	South Florida	Southwest Florida	Suwannee River
DROPDEAD AGE						
Gas	12	12	12	12	10	12
Diesel	---	6	---	15	10	---
DROPDEAD MILES						
Gas	120,000	150,000	120,000	180,000	150,000	120,000
Diesel	---	250,000	150,000	250,000	150,000	---
³ / ₄ Ton & 1 Ton Truck	150,000	175,000				

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The District has adopted the DMS minimum standards for vehicle replacement at 120,000 and 150,000 miles; however, most automobiles and trucks are replaced at 170,000 to 180,000 miles depending on condition, type of usage and repair history. The DMS standards were also adopted for other classes of larger vehicles and equipment but the replacement is based on condition and cost of repair. NFWFMD has not replaced any on-road vehicles in the last year. As replacement is considered the repair and maintenance cost data gathered and reported in the metrics will be used.

Structure and Staff Nomenclature: Report of the progress of the development of a standardized classification for non-managerial positions.

Prior to 2011, no state standard existed for the structure and staff nomenclature for the water management districts. In 2011, the water management districts began developing consistent standards for the classification and nomenclature of staff positions. In FY 2011-2012, the water management districts focused on management level positions.

The districts agreed to a five level classification for management, as stated below:

- Level 1 – Executive Director
- Level 2 – Assistant Executive Director
- Level 3 – Division Director or Office Director
- Level 4 – Bureau Chief or Office Chief
- Level 5 – Section Administrator or Manager

In FY 2012-2013, the districts expanded their work in the development of standardized classification to non-managerial positions. It was determined that a tiered approach would best enable the districts to achieve consistency while maintaining the appropriate staff necessary to support the core missions of the districts. The districts were grouped into the following tiers based on size, scope and programs of each district:

- Tier 1 - South Florida
- Tier 2 - Southwest Florida and St. Johns
- Tier 3 - Northwest and Suwannee

The Tier 1 district continues to evaluate its pay grades, job titles and pay rates in comparison to other water management districts to determine where it can establish commonalities.

The Tier 2 and Tier 3 districts have all adopted common pay grades, which facilitates the development of a standard classification system for all positions. The Tier 2 districts have evaluated their job classifications to determine which positions could be classified in a common pay grade. To date, the Tier 2 districts have achieved pay grade consistency for approximately 50 existing jobs, particularly jobs in information technology, engineering and science.

Tier 3 districts have extensively reviewed the organizational structures of the districts. The Tier 3 districts have aligned district resources with core missions and programmatic needs and aligned their job classifications with Tier 2 districts.

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The districts will continue to review job classifications and adopt consistent classifications where possible.

All Districts have agreed to structure and staff nomenclature for the top five levels of management. NFWMD is working with SJRWMD and SRWMD and will attempt to align the lower level positions as closely as possible with their position titles and pay grades.

Staff Levels/Reorganization: Develop a method of regularly evaluating staffing levels to ensure that staffing is consistent with programmatic needs.

Each water management district continues to evaluate its organizational structure and staffing levels as it focuses on core missions.

The NFWMD continues to review positions to assess and align each position to core missions and ensure that salary costs are appropriately budgeted and expended. As positions become vacant, they are evaluated to substantiate the need for the position. In addition, the position is assessed to see if it could be better filled as an OPS position or contracted rather than authorized FTE, which would generate a savings to the District.

Salary Range: Evaluate the common pay plan set for finalization in October 2012 between the NFWMD, SJRWMD, SRWMD and SWFWMD, and then compare it to that of the SFWMD to determine whether a common plan is a feasible option for all Districts.

SJRWMD, SWFWMD, NFWMD and SRWMD implemented a common pay plan. SFWMD determined that implementing a common pay plan would result in significant adverse impact to 38 percent of the SFWMD workforce unless pay loads are widened. Additionally, there are a number of positions that are unique to the services provided by SFWMD, such as flood control and Everglades restoration. SFWMD continues to evaluate pay grades, titles and rates to determine where it can establish commonalities.

Health Insurance: Report of the feasibility study of strategies to realize cost savings, while maintaining benefit levels.

In recent years, the Governor has directed water management districts to evaluate their health insurance plans with the goal of identifying potential for savings. In August 2011, when the Governor approved the Districts' FY 2011-2012 budget, the Governor provided specific direction in this regard. The Governor's letter approving the Districts' budget included a memorandum with items all water management districts were to address in the coming year. The memo specifically provided that water management districts were to analyze health insurance, including an "[e]valuation of [a]ggregated [b]enefit [p]lan [s]avings."

In response, representatives from all water management districts participated in a series of meetings in which the districts' health insurance plans were discussed. Each water management district had its own health insurance plans with distinct features. Four of the five districts had plans that were fully insured through Florida Blue. One district self-insured its plans, which were administered through Cigna. The Districts' plans had

Appendices

different plan years, contribution strategies and levels of benefits. Each difference contributed to the complexity of the assignment.

Ultimately, South Florida Water Management District (SFWMD) and Southwest Florida Water Management District (SWFWMD) each commissioned an outside consultant to study the issue and provide a report. SFWMD commissioned Healthcare Analytics, a division of Gallagher Benefit Services, Inc. to prepare their report ("Gallagher report"). SWFWMD commissioned Siver Insurance Consultants to prepare their report ("Siver report").

The Gallagher report, dated May 21, 2012, analyzed the consolidation of the health insurance plans for all five water management districts in Florida. In its analysis, the Gallagher report made the following assumptions: (1) the districts would utilize a self-funded approach; (2) only four of the plans currently offered by the districts would continue to be used after the consolidation; and (3) participants would generally select a health plan that is closest to their current plan; and (4) the districts would utilize a stop loss deductible of \$250,000. Using these assumptions, the Gallagher report found that the districts would be able to achieve a consolidated savings of \$1.6 million to \$2.7 million during the first year.

The primary drivers for these savings were the reduction of administration and profit charges in the plans that are currently fully insured (all except SFWMD) and the reduction in benefit value that SFWMD would experience due to plan design changes. Although the report concluded that the districts would achieve significant savings in total, some water management districts were expected to have increased costs. Comparing the conservative to the aggressive approach, the report estimated SJRWMD would have increased costs in the range of \$129,000 to a decrease of \$59,000; SRWMD would have increased costs in the range of \$206,000 to \$185,000; NFWMD would have increased costs in the range of \$21,000 to a decrease of \$11,000; SWFWMD would have a decrease in costs in the range of \$813,000 to \$1,016,000. SFWMD, currently self-insured, would have a decrease in costs in the range of \$1,178,000 to \$1,757,000. Excluding SFWMD from the Gallagher assumptions/estimates, the consolidated annual savings would be in the range of \$457,000 to \$901,000.

The report noted that the smaller districts may have other challenges with the consolidation. Specifically, the report questioned whether the smaller districts could afford to be at risk for such a high stop loss deductible.

The Siver report looked at the savings that could be achieved by creating a self-insured pool for all of the water management districts, except for SFWMD. The Siver report concluded that the four districts could achieve a consolidated annual savings of almost \$1,000,000 in the first year. However, the report also concluded that the cost savings for some districts would be more substantial than for others, and that if claims are more than projected, short term costs could be higher.

The Siver report also summarized some of the issues that must be addressed if the water management districts were to create a combined self-insurance pool. First, the districts would need to agree on a legal structure, participation eligibility and

Appendices

commitments, management of the organization, procurement methodology and plan design. The districts would also need to agree upon rate structure, allocation of costs and financing methodology.

The water management districts continue to explore options individually, as well as collectively, to standardize benefits and control health insurance costs for both the employee and employer.

The District offers two health plans (PPO through FloridaBlue; HMO through Capital Health Plan) that are the same providers used by the State in the northwest region and are comparable to the plans currently being offered by the State in regards to costs and benefits. Due to the lack of network providers in the northwest region, employees have been insured through FloridaBlue and Capital Health Plan since 1992. The District remains willing to participate in a combined effort if cost savings can be assured. There are concerns in participating in the SFWMD's self-insured plan due to the projected increased cost and the District's inability to afford the \$250,000 stop loss deductible.

^[1]Correspondence dated August 24, 2011, from Governor Scott to Mr. W. Leonard Wood, Chair, Governing Board of the St. Johns River Water Management District, available at: <http://www.dep.state.fl.us/secretary/watman/files/082411/wood.pdf>

^[2] Initially, there was a concern regarding whether the water management districts had legal authority to join their plans together. However, SB1986, passed by the legislature and approved by the Governor on April 20, 2012, specifically authorizes water management districts to pool their resources for the provision of group insurance for their employees.

Historically, SFWMD, SWFWMD, NFWMD and SJRWMD provided health insurance subsidies to retirees. Each of these districts developed a phase out plan. SRWMD did not provide this benefit.

The District discontinued contributing towards retirees' health insurance premiums effective October 1, 2011. Effective April 1, 2013, retirees had the option of having their health insurance premiums deducted from their retirement check from the Florida Department of Management Services.

Metrics

The reporting of water management district metrics began in Fiscal Year 2011-2012. This information is used to assess the effectiveness of the districts' work processes, such as consumptive use and environmental resource permitting, and to gauge progress toward district goals, such as meeting future water supply needs and protecting natural systems. Since Fiscal Year 11-12, the number of individual metrics has been reduced from 83 to 44, to focus on those metrics most useful for performance evaluation. Currently, 17 metrics are reported quarterly, and the remaining 27 are reported annually at the end of each fiscal year.

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Contract and Lease Renewals: Report on progress of price concessions from vendors

Governor Scott has asked each state agency falling under his purview to examine their existing contracts and seek price concessions from their vendors. Each water management district is encouraged, regarding contracts or lease agreements, to seek these same price concessions from their vendors for existing contracts. When considering lease agreements, office space should be utilized in the most efficient manner possible with a focus on saving taxpayer dollars.

In compliance with Florida Statutes, the policy of NFWFMD is pursuing price concessions from vendors for those purchases that require concession efforts. Additionally, the District has taken this concept a step further and engages in price concession efforts on those purchases that are not subject to the requirement. Pursuing price concessions on both required and non-required purchases is of benefit to the District and to the citizens it serves.



PENSACOLA BEACH

SANTA ROSA ISLAND AUTHORITY

June 26, 2014

The Honorable Lumon May
Chairman, Board of County Commissioners
Escambia County Florida
P. O. Box 1591
Pensacola, FL 32591

Dear Chairman May:

Enclosed please find the Santa Rosa Island Authority Budget for the fiscal year 2014-2015.

On September 23, 2014, we will present our budget to the Board of County Commissioners for approval. We will come by and meet with each Commissioner individually to discuss our budget before this date, if needed.

Enclosed are ten copies to be distributed to the Commissioners and staff.

Hopefully, we will all have a successful and productive year.

Sincerely,

W.A. "Buck" Lee
Executive Director, Santa Rosa Island Authority

Enclosures

cc:

Honorable Wilson Robertson, Commissioner District 1
Honorable Gene Valentino, Commissioner District 2
Honorable Grover Robinson, Commissioner District 4
Honorable Steven Barry, Commissioner District 5
Mr. Jack Brown, County Administrator
Ms. Amy Lovoy, Management and Budget Services Bureau Chief
Honorable Pam Childers, Clerk of the Court

7:40 CHILERS
CLERK OF COURT
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JUN 27 11:45

Santa Rosa Island Authority

2015 Budget

FY 2015 BUDGET

	2014 Budget	2015 Budget	Difference	% inc
Working Capital	\$ 4,480,000	\$ 3,900,000	\$ (580,000)	-12.95%
Less: Island Improvement Funds-Portofino-Restricted	\$ (2,186,199)	\$ (1,949,735)	\$ 236,464	-10.82%
Beginning Working Capital	\$ 2,293,801	\$ 1,950,265	\$ (343,536)	-14.98%
Operating Revenues:				
Commercial	\$ 4,089,500	\$ 4,293,975	\$ 204,475	5.00%
Residential	\$ 2,727,375	\$ 2,727,375	\$ -	0.00%
Island Improvement Funds-Portofino-Restricted Funds	\$ 498,536	\$ 498,536	\$ -	0.00%
TOTAL OPERATING REVENUES	<u>\$ 7,315,411</u>	<u>\$ 7,519,886</u>	<u>\$ 204,475</u>	<u>2.80%</u>
Operating Expenses:				
Administration and Leasing	\$ 706,749	\$ 704,048	\$ (2,701)	-0.38%
Finance	\$ 493,130	\$ 504,861	\$ 11,731	2.38%
Environmental and Developmental Services	\$ 805,533	\$ 740,890	\$ (64,643)	-8.02%
Human Resources and Marketing	\$ 1,098,403	\$ 895,511	\$ (202,892)	-18.47%
Public and Recreation Facilities	\$ 2,694,555	\$ 2,796,284	\$ 101,729	3.78%
Public Safety	\$ 1,625,337	\$ 1,536,813	\$ (88,524)	-5.45%
TOTAL OPERATING EXPENSES	<u>\$ 7,423,707</u>	<u>\$ 7,178,407</u>	<u>\$ (245,300)</u>	<u>-3.30%</u>
Non-operating Revenues:				
Investment Income	\$ 50,000	\$ 50,000	\$ -	0.00%
Consideration Fees -			\$ -	0.00%
TOTAL NON-OPERATING REVENUES	<u>\$ 50,000</u>	<u>\$ 50,000</u>	<u>\$ -</u>	<u>0.00%</u>
Income before Other Changes	\$ (58,296)	\$ 391,479	\$ 449,775	-771.54%
Other Changes:				
Capital Expenditures	\$ 269,400	\$ 185,000	\$ (84,400)	-31.33%
Infrastructure and Other Projects	\$ 828,000	\$ 307,000	\$ (521,000)	-62.92%
Debt Payment -Road	\$ 600,000		\$ (600,000)	
Beach Nourishment		\$ 1,325,000	\$ 1,325,000	0.00%
TOTAL OTHER CHANGES	<u>\$ 1,697,400</u>	<u>\$ 1,817,000</u>	<u>\$ 119,600</u>	<u>7.05%</u>
Change in Working Capital	\$ (1,755,696)	\$ (1,425,521)		
Less Island Improvement Funds-Portofino	\$ (498,536)	\$ (498,536)		
Ending Unrestricted Working Capital	<u>\$ 39,569</u>	<u>\$ 26,208</u>		
Designated for Contingencies:				
Beginning Balance	\$ 1,350,000	\$ 1,356,000		
Additional - Reserve	\$ 100,000	\$ 100,000		
Ending Balance	<u>\$ 1,450,000</u>	<u>\$ 1,456,000</u>		
Total Budget Expenses Operating and Others	\$ 9,121,107	\$ 8,995,407	\$ (125,700)	-1.38%

ADMINISTRATION, LEASING AND MARKETING

Mission: To implement policies approved by the Santa Rosa Island Authority Board of Directors, and ensure that legal requirements are met. Provide strong leadership and manage the business of Pensacola Beach by actively pursuing goals and objectives adopted by the Board.

Programs: Administration and Leasing:

- Enhance the quality of life of island residents
- Enhance the quality of the stay of Island visitors
- Develop and redevelop public facilities and infrastructure elements
- Implement and manage the 1988 Pensacola Beach Land Utilization Plan
- Manage Authority Board activities
- Maintain records of all official meetings and administrative transactions of the Authority Board
- Manage the Authority's legal issues in coordination with the board and legal counsel
- Manage the Authority's lease administration program

Customer Service:

- Welcome SRIA visitors
- Answer SRIA telephone calls and disseminate calls to the appropriate department
- Provide information and assistance to Escambia County residents, businesses and visitors
- Receive and collect funds
- Open, sort, log and distribute incoming mail

Staffing:

4.5 Permanent Staff

FY 2015 BUDGET

	2014 Budget	2015 Budget	Difference	% inc
ADMINISTRATION AND LEASING				
Personnel Services:				
Board Member's Expense	\$ 28,800	\$ 31,800	\$ 3,000	10.42%
Regular Salaries	\$ 326,663	\$ 336,463	\$ 9,800	3.00%
Temporary Salaries	\$ 3,000	\$ 3,000	\$ -	0.00%
Unemployment Compensation	\$ -	\$ -	\$ -	0.00%
Overtime	\$ 500	\$ 500	\$ -	0.00%
Social Security Contribution	\$ 20,254	\$ 20,861	\$ 607	3.00%
Retirement Contribution	\$ 29,920	\$ 37,161	\$ 7,241	24.20%
Insurance Contribution	\$ 48,000	\$ 48,000	\$ -	0.00%
Worker's Compensation	\$ 875	\$ 784	\$ (91)	-10.40%
Medicare Contribution	\$ 4,737	\$ 4,879	\$ 142	3.00%
Miscellaneous Personnel Benefits	\$ 1,000	\$ 1,000	\$ -	0.00%
TOTAL	\$ 463,749	\$ 484,448	\$ 20,699	4.46%
Contractual and Professional Services:				
Attorney Retainer	\$ 9,600	\$ 9,600	\$ -	0.00%
Engineer Retainer	\$ 4,800	\$ 4,800	\$ -	0.00%
Architect Retainer	\$ 2,400	\$ 2,400	\$ -	0.00%
Environmental Retainer	\$ 400	\$ -	\$ (400)	-100.00%
Legal Attorney	\$ 75,400	\$ 75,400	\$ -	0.00%
Extra Legal Bonds	\$ 4,000	\$ 2,000	\$ (2,000)	-50.00%
Legal Support Expenses	\$ 10,000	\$ 10,000	\$ -	0.00%
Contract Services	\$ 20,000	\$ 20,000	\$ -	0.00%
Litigation Reserve/Damages	\$ 75,000	\$ 50,000	\$ (25,000)	-33.33%
TOTAL	\$ 201,600	\$ 174,200	\$ (27,400)	-13.59%
Supplies:				
Office Supplies	\$ 7,000	\$ 7,000	\$ -	0.00%
Utilities:				
Telephone	\$ 7,000	\$ 7,000	\$ -	0.00%
Other:				
Travel and Training	\$ 10,000	\$ 15,000	\$ 5,000	50.00%
Miscellaneous	\$ 1,000	\$ 1,000	\$ -	0.00%
Other Charges	\$ 2,000	\$ 1,000	\$ (1,000)	-50.00%
Postage	\$ 6,000	\$ 6,000	\$ -	0.00%
Uniforms	\$ 600	\$ 600	\$ -	0.00%
Printing	\$ 7,000	\$ 7,000	\$ -	0.00%
Membership Fees	\$ 800	\$ 800	\$ -	0.00%
TOTAL	\$ 27,400	\$ 31,400	\$ 4,000	14.60%
TOTAL EXPENSES	\$ 706,749	\$ 704,048	\$ (2,701)	-0.38%

FINANCE

Mission: To implement Santa Rosa Island Authority financial policies and decisions. To assure full and complete accounting of all funds in accordance with general accepted accounting principles. To provide financial advice to the board and the Executive Director on matters of fiscal policy and procedures.

Programs: Financial:

- Budget preparation and supervision
- General ledger, accounts receivable, accounts payable, purchase orders, and cash management
- Lease billing management and collections
- Payroll administration
- Internal Audit Management
- Financial statement preparation
- Auditor liaison and coordination
- Data collection, coordination and analysis
- Information management and integration of multiple computer programs
- Investment of SRIA funds
- Assist with the issuance of Escambia County bonds for SRIA
- Physical inventory of SRIA equipment
- Staff training

Staffing:

6 Permanent Staff

FY 2015 BUDGET

	2014 Budget	2015 Budget	Difference	% inc
FINANCE DEPARTMENT				
Personnel Services:				
Regular Salaries	\$ 282,085	\$ 290,548	\$ 8,463	3.00%
Overtime	\$ 500	\$ 1,000	\$ 500	100.00%
Temporary Labor	\$ 2,000	\$ 2,000	\$ -	0.00%
Social Security Contribution	\$ 17,489	\$ 18,076	\$ 587	3.36%
Retirement Contribution	\$ 19,570	\$ 21,500	\$ 1,930	9.86%
Insurance Contribution	\$ 50,000	\$ 50,000	\$ -	0.00%
Worker's Compensation	\$ 655	\$ 667	\$ 12	1.83%
Medicare Contribution	\$ 4,091	\$ 4,230	\$ 139	3.40%
Miscellaneous Personnel Benefits	\$ 800	\$ 900	\$ 100	12.50%
TOTAL	\$ 377,190	\$ 388,921	\$ 11,731	3.11%
Contractual and Professional Services:				
Financial Audit	\$ 21,500	\$ 21,500	\$ -	0.00%
Business Reviews	\$ 12,000	\$ 12,000	\$ -	0.00%
Contract services	\$ 20,000	\$ 20,000	\$ -	0.00%
TOTAL	\$ 53,500	\$ 53,500	\$ -	0.00%
Office Supplies:				
Office Supplies	\$ 10,000	\$ 10,000	\$ -	0.00%
Utilities:				
Telephone	\$ 6,000	\$ 5,000	\$ (1,000)	-16.67%
Electricity	\$ 17,000	\$ 17,000	\$ -	0.00%
TOTAL	\$ 23,000	\$ 22,000	\$ (1,000)	-4.35%
Other:				
Travel and Training	\$ 4,000	\$ 5,000	\$ 1,000	25.00%
Postage	\$ 6,000	\$ 6,000	\$ -	0.00%
Data Processing	\$ 16,140	\$ 16,140	\$ -	0.00%
Miscellaneous	\$ 500	\$ 500	\$ -	0.00%
Computer/Upgrade	\$ -	\$ -	\$ -	0.00%
Uniforms	\$ 600	\$ 600	\$ -	0.00%
Memberships	\$ 400	\$ 400	\$ -	0.00%
Printing	\$ 1,800	\$ 1,800	\$ -	0.00%
TOTAL	\$ 29,440	\$ 30,440	\$ 1,000	3.40%
TOTAL EXPENSES	\$ 493,130	\$ 504,861	\$ 11,731	2.38%

ENVIRONMENTAL AND DEVELOPMENTAL SERVICES

Mission: To assist individuals and organizations in assuring that development and construction plans and specifications for construction on Pensacola Beach comply with Santa Rosa Island Authority, Escambia County, State of Florida, and Federal requirements. Supervise and manage the Authority's environmental programs, the National Flood Insurance Program.
Cell Phone and Surveillance System Administrator.

Programs: Santa Rosa Island Authority Construction Projects:

Administrative supervision of all SRIA construction projects
Serve as the liaison with SRIA engineering firm, other engineering or construction organizations, and permitting agencies
Trolley operation management

Island Development:

Santa Rosa Island Authority Development Regulations(Article 13 of Escambia County Land Developmental Code of Ordinances)
National Flood Insurance Program
Community Rating Systems Program
Governor's Building Code
State and Federal permit requirements
Pensacola Beach Land Utilization Plan
Board member of Local Mitigation Strategy
Florida Shore and Beach Preservation Association
Emergency Preparedness
Disaster Recovery/Mitigation
Certified Flood Plain Manager
Community Rating System Coordinator

Environmental Programs:

Dune Restoration/Protection
Beach Erosion/Nourishment
Discolored Soils
Sea Turtle Monitoring
Other programs as directed by the SRIA board
Water Quality/Storm Water Management

Customer Service and Assistance:

Residential Lessees
Commercial Lessees
Contractors
Developers
Realtors

Staffing:

2.5 Permanent Staff

FY 2015 BUDGET

	2014 Budget	2015 Budget	Difference	% inc
ENVIRONMENTAL AND DEVELOPMENTAL SERVICES				
Personnel Services:				
Regular Salaries	\$ 125,496	\$ 136,056	\$ 10,560	8.41%
Social Security Contribution	\$ 7,782	\$ 8,435	\$ 653	8.39%
Retirement Contribution	\$ 8,535	\$ 9,568	\$ 1,033	12.10%
Insurance Contribution	\$ 27,000	\$ 27,000	\$ -	0.00%
Worker's Compensation	\$ 475	\$ 283	\$ (192)	-40.42%
Medicare Contribution	\$ 1,820	\$ 1,973	\$ 153	8.41%
Personnel Administrative Cost	\$ 500	\$ 650	\$ 150	30.00%
TOTAL	\$ 171,608	\$ 183,965	\$ 12,357	7.20%
Contractual and Professional Services:				
Contract Service	\$ 160,000	\$ 160,000	\$ -	0.00%
Supplies:				
Office Supplies	\$ 2,000	\$ 2,000	\$ -	0.00%
Utilities:				
Telephone	\$ 4,500	\$ 4,500	\$ -	0.00%
Other:				
CRS Enhancements	\$ 50,000	\$ 25,000	\$ (25,000)	-50.00%
Travel and Training	\$ 6,500	\$ 4,500	\$ (2,000)	-30.77%
Environmental Services	\$ 50,000	\$ 50,000	\$ -	0.00%
Disaster Operations	\$ 75,000	\$ 75,000	\$ -	0.00%
Miscellaneous	\$ 500	\$ 500	\$ -	0.00%
Postage	\$ 2,000	\$ 2,000	\$ -	0.00%
Memberships	\$ 5,800	\$ 5,800	\$ -	0.00%
Uniforms	\$ 625	\$ 625	\$ -	0.00%
Printing	\$ 2,000	\$ 2,000	\$ -	0.00%
Trolley Operations	\$ 275,000	\$ 225,000	\$ (50,000)	-18.18%
TOTAL	\$ 467,425	\$ 390,425	\$ (77,000)	-16.47%
TOTAL EXPENSES	\$ 805,533	\$ 740,890	\$ (64,643)	-8.02%

HUMAN RESOURCES AND MARKETING

Mission: To coordinate the Authority's marketing program which consists of advertising, promotion, events and public relations. To provide entertainment and special events for Escambia County residents and visitors to the Island and oversee the management of the Pensacola Beach Visitors Information Center by the Pensacola Beach Chamber of Commerce.

Programs: Human Resources

Manage the Authority's personnel issues

Advertising and Public Relations:

Coordinate the Authority's marketing, advertising, and public relations needs with the Authority's advertising firm

Coordinate management of the Pensacola Beach Visitors Information Center with the Pensacola Beach Chamber of Commerce

Promotions and Events:

Establish and manage promotions and special events

Coordinate activities of Pensacola Beach businesses and the Authority with local, state and regional chambers of commerce

Coordinate special events undertaken by island businesses and others on Authority property by insuring compliance with all rules and regulations

Staffing:

1 Permanent Staff

2480 Hours of Supplemental Law Enforcement

FY 2015 BUDGET

	2014 Budget	2015 Budget	Difference	% inc
HUMAN RESOURCES AND MARKETING				
Personnel Services:				
Regular Salaries	\$ 50,470	\$ 50,470	\$ -	0.00%
Temporary Labor	\$ 500	\$ 500	\$ -	0.00%
Security Salaries-Deputies	\$ 62,000	\$ 62,000	\$ -	0.00%
Unemployment	\$ 5,000	\$ 5,000	\$ -	0.00%
Social Security Contribution	\$ 3,129	\$ 3,129	\$ -	0.00%
Retirement Contribution	\$ 3,387	\$ 3,387	\$ -	0.00%
Insurance Contribution	\$ 8,500	\$ 8,500	\$ -	0.00%
Worker's Compensation	\$ 110	\$ 118	\$ 8	7.27%
Medicare Contribution	\$ 732	\$ 732	\$ -	0.00%
Miscellaneous Personnel Benefits	\$ 100	\$ 100	\$ -	0.00%
Escambia County MSPB Merit System Protection Board	\$ 4,275	\$ 4,275	\$ -	0.00%
TOTAL	\$ 138,203	\$ 138,211	\$ 8	0.01%
Contractual and Professional Services:				
Contract Services	\$ 25,000	\$ 20,000	\$ (5,000)	-20.00%
Supplies:				
Office Supplies	\$ 2,000	\$ 1,500	\$ (500)	-25.00%
Utilities:				
Telephone	\$ 2,000	\$ 2,000	\$ -	0.00%
Advertising, Promotions and Events, Public Relations:				
Promotions/Events	\$ 334,600	\$ 340,600	\$ 6,000	1.79%
Advertising / Public Relations	\$ 400,000	\$ 145,000	\$ (255,000)	-63.75%
Advertising / Human Resources	\$ 1,500	\$ 1,500	\$ -	0.00%
Visitor's Information Center	\$ 20,000	\$ 20,000	\$ -	0.00%
Pens Beach Chamber	\$ 96,000	\$ 96,000	\$ -	0.00%
Community Participation	\$ 15,900	\$ 17,000	\$ 1,100	6.92%
Advertising PB Chamber	\$ 50,000	\$ 50,000	\$ -	0.00%
Community Affairs		\$ 30,000	\$ 30,000	
Business Participation		\$ 20,000	\$ 20,000	
TOTAL	\$ 918,000	\$ 720,100	\$ (197,900)	-21.56%
Other:				
Hospitality	\$ 2,500	\$ 3,000	\$ 500	20.00%
Travel and Training	\$ 2,000	\$ 2,000	\$ -	0.00%
Postage	\$ 1,000	\$ 1,000	\$ -	0.00%
Miscellaneous	\$ 1,000	\$ 1,000	\$ -	0.00%
Drug and Driver's License Testing	\$ 5,000	\$ 5,000	\$ -	0.00%
Uniforms	\$ 200	\$ 200	\$ -	0.00%
Printing	\$ 1,000	\$ 1,000	\$ -	0.00%
Membership fees	\$ 500	\$ 500	\$ -	0.00%
TOTAL	\$ 13,200	\$ 13,700	\$ 500	3.79%
TOTAL EXPENSES	\$ 1,098,403	\$ 895,511	\$ (202,892)	-18.47%

FY 2015 BUDGET

	2014 Budget	2015 Budget	Difference	% inc
Promotions and Events Expenses				
Holiday Hospitality	\$ 6,500	\$ 7,000	\$ 500	
Triathlon	\$ 2,500	\$ 2,500	\$ -	0.00%
Pensacola Beach Chamber 4th of July Fireworks	\$ 45,000	\$ 45,000	\$ -	0.00%
Pensacola Beach Chamber New Years Fireworks	\$ 10,000	\$ 10,000	\$ -	0.00%
Christmas Holiday	\$ 1,100	\$ 1,100	\$ -	0.00%
Mardi Gras Parade	\$ 20,000	\$ 23,000	\$ 3,000	15.00%
Pensacola Beach Air Show	\$ 150,000	\$ 150,000	\$ -	0.00%
Pavilion/Boardwalk Bands	\$ 59,500	\$ 60,000	\$ 500	0.84%
Art and Wine Songwriters Festival		\$ 25,000	\$ 25,000	0.00%
Events- Security -Gulf Breeze	\$ 17,000	\$ 12,000	\$ (5,000)	0.00%
Promotional Items	\$ 3,000	\$ 5,000	\$ 2,000	66.67%
Mothers Day Concert	\$ 20,000	\$ -	\$ (20,000)	-100.00%
Total Promotions and Events	\$ 334,600	\$ 340,600	\$ 6,000	1.79%
Community Participation:				
Hospitality Round Table	\$ 180	\$ 180	\$ -	0.00%
Pensacola Sports Association	\$ 2,500	\$ 2,500	\$ -	0.00%
Pensacola Tourism Partnership	\$ 1,500	\$ 1,500	\$ -	0.00%
Pensacola Beach Chamber of Commerce	\$ 225	\$ 225	\$ -	0.00%
Pensacola Chamber of Commerce	\$ 1,500	\$ 1,500	\$ -	0.00%
Gulf Breeze Chamber of Commerce	\$ 125	\$ 125	\$ -	0.00%
FLA USA Visit Florida	\$ 125	\$ 125	\$ -	0.00%
Fiesta of Five Flags	\$ 2,850	\$ 2,850	\$ -	0.00%
United Way	\$ 5,000	\$ 5,000	\$ -	0.00%
Others	\$ 1,895	\$ 2,995	\$ 1,100	58.05%
Total Community Participation	\$ 15,900	\$ 17,000	\$ 1,100	6.92%

PUBLIC AND RECREATIONAL FACILITIES

Mission: To maintain and repair all Authority facilities at Pensacola Beach. This includes recreation facilities and equipment, park areas, walkways, restrooms and other amenities in a residential resort environment. Manage public transportation and coordinate turtle monitoring.

Programs: Maintain and enhance landscaping and sprinkler system

Maintain public parking lots

Maintain and repair dune crosswalks, piers & docks, boardwalks, picnic shelters, lights and electrical

Clean up of all beaches, parking areas, roadways, and other public areas

Maintain and clean public restrooms and showers

Maintain and clean the recreational trail

Maintain recreational facilities

Pave and repair streets and parking lots

Storm water management

Create and maintain information and regulatory signs

Maintain, repair, and clean governmental buildings

Repair and maintain SRIA vehicles and equipment

Utilities management

Turtle monitoring program

Monitor beach nourishment and beach erosion

Hurricane evacuation return and clean-up

Staffing:

24 Permanent Staff

FY 2015 BUDGET

	2014 Budget	2015 Budget	Difference	% inc
PUBLIC AND RECREATIONAL FACILITIES				
Personnel Services:				
Regular Salaries	\$ 870,017	\$ 896,118	\$ 26,101	3.00%
Overtime	\$ 16,000	\$ 16,000	\$ -	0.00%
Temporary Labor	\$ 280,000	\$ 280,000	\$ -	0.00%
Social Security Contribution	\$ 54,933	\$ 55,556	\$ 623	1.13%
Retirement Contribution	\$ 62,104	\$ 71,803	\$ 9,699	15.62%
Insurance Contribution	\$ 204,000	\$ 204,000	\$ -	0.00%
Worker's Compensation	\$ 44,170	\$ 46,853	\$ 2,683	6.07%
Medicare Contribution	\$ 12,847	\$ 12,994	\$ 147	1.14%
Unemployment Compensation	\$ 3,000	\$ 3,000	\$ -	0.00%
Personnel Administrative Cost	\$ 2,060	\$ 2,560	\$ 500	24.27%
TOTAL	\$ 1,549,131	\$ 1,588,884	\$ 39,753	2.57%
Contractual and Professional Services:				
Contract Services	\$ 100,000	\$ 150,000	\$ 50,000	50.00%
Supplies:			\$ -	
Office Supplies	\$ 5,000	\$ 5,000	\$ -	0.00%
Safety Supplies	\$ 500	\$ 1,500	\$ 1,000	200.00%
Maintenance Materials	\$ 200,000	\$ 200,000	\$ -	0.00%
Fuels and Lube	\$ 120,900	\$ 120,900	\$ -	0.00%
TOTAL	\$ 326,400	\$ 327,400	\$ 1,000	0.31%
Repairs and Maintenance:				
Equipment Repair	\$ 65,000	\$ 65,000	\$ -	0.00%
Tools and Equipment	\$ 8,000	\$ 8,000	\$ -	0.00%
TOTAL	\$ 73,000	\$ 73,000	\$ -	0.00%
Utilities:				
Telephone	\$ 16,000	\$ 16,000	\$ -	0.00%
Electricity	\$ 115,000	\$ 120,000	\$ 5,000	4.35%
Water, Wastewater and Solid Waste	\$ 228,000	\$ 230,000	\$ 2,000	0.88%
TOTAL	\$ 359,000	\$ 366,000	\$ 7,000	1.95%
Other:				
Travel and Training	\$ 6,000	\$ 6,000	\$ -	0.00%
Leased Equipment	\$ 81,024	\$ 85,000	\$ 3,976	4.91%
Rentals	\$ 15,000	\$ 15,000	\$ -	0.00%
Insurance	\$ 170,000	\$ 170,000	\$ -	0.00%
Uniforms	\$ 10,000	\$ 10,000	\$ -	0.00%
Miscellaneous	\$ 1,000	\$ 1,000	\$ -	0.00%
Engineering Services	\$ 3,000	\$ 3,000	\$ -	0.00%
Printing	\$ 1,000	\$ 1,000	\$ -	0.00%
TOTAL	\$ 287,024	\$ 291,000	\$ 3,976	1.39%
TOTAL EXPENSES	\$ 2,694,555	\$ 2,796,284	\$ 101,729	3.78%

PUBLIC SAFETY

Mission: To implement Santa Rosa Island Authority Public Safety Policies by managing the Authority's water safety program and coordinating the Authority's activities with law enforcement officials, fire and rescue agencies and emergency medical service organizations.

Programs: Water Safety:

Manage Water Safety Programs to include:

- Life Saving Operations
- Administration
- Training
- Data Management
- Junior Lifeguard Program
- Coordination and liaison with other water safety organizations and agencies

L Other responsibilities as assigned

Manage the Authority's supplemental law enforcement program with the Escambia County Sheriff's Department. Coordinate with other law enforcement agencies as appropriate

Fire Rescue:

Coordinate Authority activities with Escambia County Fire/Rescue Department with particular emphasis on water safety operations

Ambulance:

Coordinate Authority activities with Escambia County EMS Ambulance Services regarding ambulance service to Pensacola Beach

Life Flight:

Coordinate Authority activities with Baptist Hospital Life Flight

Major Events:

Review and approve the public safety aspects of all events held on SRIA properties and serve as the SRIA liaison in the coordination of public safety during those events

Staffing:

- 3 Permanent Staff (includes 1 Director, 1 Water Safety Supervisor and 1 Senior Lifeguard)
- 50 Seasonal Staff (Lifeguards)
- 5712 Hours of Supplemental Law Enforcement and (2,400 extra contingency hours)

FY 2015 BUDGET

	2014 Budget	2015 Budget	Difference	% inc
PUBLIC SAFETY				
Personnel Services:				
Regular Salaries	\$ 209,170	\$ 215,445	\$ 6,275	3.00%
Security Salaries-Deputies	\$ 202,811	\$ 100,000	\$ (102,811)	-50.69%
Lifeguard Salaries	\$ 667,705	\$ 667,705	\$ -	0.00%
Social Security Contribution	\$ 56,542	\$ 56,542	\$ -	0.00%
Retirement Contribution	\$ 26,000	\$ 29,103	\$ 3,103	11.93%
Insurance Contribution	\$ 32,000	\$ 32,000	\$ -	0.00%
Worker's Compensation	\$ 26,400	\$ 25,091	\$ (1,309)	-4.96%
Medicare Contribution	\$ 12,782	\$ 12,806	\$ 24	0.19%
Personnel Administrative Cost	\$ 1,000	\$ 1,000	\$ -	0.00%
Unemployment Compensation	\$ 2,000	\$ 2,000	\$ -	0.00%
Contra TOTAL	\$ 1,236,410	\$ 1,141,692	\$ (94,718)	-7.66%
Escambia County - Fire Rescue	\$ 200,000	\$ 200,000	\$ -	0.00%
Ambulance Services	\$ 74,580	\$ 75,774	\$ 1,194	1.60%
Contract Services	\$ 7,120	\$ 7,120	\$ -	0.00%
Suppli TOTAL	\$ 281,700	\$ 282,894	\$ 1,194	0.42%
Office Supplies	\$ 2,000	\$ 4,000	\$ 2,000	100.00%
Safety Supplies	\$ 4,000	\$ 5,000	\$ 1,000	25.00%
Maintenance Materials	\$ 4,000	\$ 4,000	\$ -	0.00%
Fuels and Lube	\$ 42,500	\$ 42,500	\$ -	0.00%
Repair TOTAL	\$ 52,500	\$ 55,500	\$ 3,000	5.71%
Equipment Repair	\$ 7,000	\$ 7,000	\$ -	0.00%
Tools and Equipment	\$ 8,860	\$ 8,860	\$ -	0.00%
Utilitie TOTAL	\$ 15,860	\$ 15,860	\$ -	0.00%
Telephone	\$ 8,472	\$ 8,472	\$ -	0.00%
Other: TOTAL	\$ 8,472	\$ 8,472	\$ -	0.00%
Travel and Training	\$ 3,000	\$ 3,000	\$ -	0.00%
Printing	\$ 6,000	\$ 6,000	\$ -	0.00%
Uniforms	\$ 11,095	\$ 13,095	\$ 2,000	18.03%
Miscellaneous	\$ 300	\$ 300	\$ -	0.00%
Contingency	\$ 10,000	\$ 10,000	\$ -	0.00%
TOTAL	\$ 30,395	\$ 32,395	\$ 2,000	6.58%
TOTAL EXPENSES	\$ 1,625,337	\$ 1,536,813	\$ (88,524)	-5.45%

FY 2015 BUDGET

	2014 Budget	2015 Budget	Difference	% inc
EQUIPMENT (CAPITAL)				
Administration and Leasing				
Telephone system	\$ 1,000	\$ 1,000	\$ -	
Computer equipment	\$ 2,000	\$ 2,000	\$ -	
Office equipment	\$ 3,000	\$ 3,000	\$ -	
	<u>\$ 6,000</u>	<u>\$ 6,000</u>	<u>\$ -</u>	<u>0.00%</u>
Finance Department				
Accounting software	\$ 5,000	\$ 5,000	\$ -	
Computer equipment	\$ 3,100	\$ 3,100	\$ -	
Office Carpet	\$ -	\$ -	\$ -	
Office equipment	\$ 2,000	\$ 2,000	\$ -	
	<u>\$ 10,100</u>	<u>\$ 10,100</u>	<u>\$ -</u>	<u>0.00%</u>
Environmental and Developmental Services				
Office Furniture	\$ 1,000	\$ 500	\$ (500)	
GSI Software	\$ 300	\$ 1,000	\$ 700	
Computer equipment	\$ 3,000	\$ 3,000	\$ -	
	<u>\$ 4,300</u>	<u>\$ 4,500</u>	<u>\$ 200</u>	<u>4.65%</u>
Human Resources and Marketing				
Office Equip	\$ 500	\$ 500	\$ -	
Computer equipment	\$ 2,000	\$ 2,000	\$ -	
	<u>\$ 2,500</u>	<u>\$ 2,500</u>	<u>\$ -</u>	<u>0.00%</u>
Public and Recreation				
AC Replacement	\$ -	\$ -	\$ -	
Lawn Mowers	\$ 18,000	\$ -	\$ (18,000)	
Truck, pickup	\$ 75,000	\$ 50,000	\$ (25,000)	
All terrain vehicles	\$ 33,000	\$ 25,000	\$ (8,000)	
Office Furniture	\$ 1,000	\$ 1,000	\$ -	
Beach Screener	\$ -	\$ -	\$ -	
Skidster Sand Cleaner	\$ -	\$ -	\$ -	
Dingo	\$ 30,000	\$ -	\$ (30,000)	
Computer equipment	\$ 2,000	\$ 2,000	\$ -	
	<u>\$ 159,000</u>	<u>\$ 78,000</u>	<u>\$ (81,000)</u>	<u>-50.94%</u>
Public Safety				
Radios	\$ -	\$ 4,400	\$ 4,400	
UTV	\$ 25,000	\$ 12,000	\$ (13,000)	
Patrol Trucks	\$ 50,000	\$ 55,000	\$ 5,000	
Computer equipment	\$ -	\$ -	\$ -	
Replace 3 AEDS	\$ 6,000	\$ 6,000	\$ -	
All terrain vehicle	\$ 6,500	\$ 6,500	\$ -	
	<u>\$ 87,500</u>	<u>\$ 83,900</u>	<u>\$ (3,600)</u>	<u>-4.11%</u>
EQUIPMENT TOTAL	\$ 269,400	\$ 185,000	\$ (84,400)	-31.33%

Santa Rosa Island Authority
Unfunded Infrastructure Needs Plan
FY 2015 Budget

	PROJECT	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	UNFUNDED TOTAL
1	Dune Walkover (Elevate Existing)	\$ 200,000	\$ 200,000	\$ 30,000	\$ 30,000	\$ 140,000	\$ 40,000	\$ 40,000	\$ 40,000				\$ 720,000
2	Public Parking Resurfacing	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000		\$ 100,000		\$ 200,000	\$ 200,000	\$ 100,000		\$ 1,000,000
3	Street Resurfacing	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000	\$ 100,000		\$ 1,400,000
4	Storm Drainage	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 100,000	\$ 100,000	\$ 200,000		\$ 750,000
5	Recreation Park Improvements	\$ 100,000	\$ 100,000								\$ 50,000		\$ 250,000
6	Quietwater Public Restroom												\$ -
7	Sabine Channel Dredging	\$ 100,000			\$ 100,000		\$ 100,000				\$ 100,000		\$ 400,000
8	Sidewalks	\$ 120,000	\$ 20,000	\$ 20,000	\$ 20,000		\$ 20,000			\$ 40,000	\$ 20,000		\$ 260,000
9	Water Tower Maintenance	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000		\$ 100,000
10	Nourish Baby Beach	\$ 500,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 1,000,000
11	Nourish Sharp Point	\$ 500,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 1,000,000
12	Living Shoreline on Soundside, Locations TBD		\$ 600,000										\$ 600,000
13	Traffic Control for Casino Beach	\$ 300,000											\$ 300,000
14	Storm water Runoff Little Sabine	\$ 150,000											\$ 150,000
15	Circle K Parking Lot	\$ 80,000											\$ 80,000
	Total:	\$ 2,310,000	\$ 1,280,000	\$ 410,000	\$ 510,000	\$ 400,000	\$ 520,000	\$ 300,000	\$ 550,000	\$ 950,000	\$ 680,000	\$ 100,000	\$ 8,010,000

	PROJECT	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	UNFUNDED TOTAL	
*	Beach Restoration Monitoring	\$ 318,000	\$ 318,000	\$ 318,000	\$ 318,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000		\$ 2,872,000	
#	Bike Path Improvements (County)	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 50,000	\$ 690,000	
	Dune Preserve Fencing	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 50,000	\$ 1,000	\$ 10,000		\$ 5,000	\$ 70,000	
	Gulf Pier Deck (on going)					\$ 200,000			\$ 200,000		\$ 400,000	
	Landscaping (on going)	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 4,000,000					\$ 4,160,000	
	Picnic Shelters					\$ 200,000					\$ 200,000	
	Soundside Beach Nourishment (Funded)								\$ 20,000	\$ 500,000	\$ 520,000	
	Street Openings	\$ 60,000	\$ 60,000							\$ 100,000	\$ 220,000	
	Total:	\$ 479,000	\$ 479,000	\$ 419,000	\$ 419,000	\$ 4,950,000	\$ 501,000	\$ 510,000	\$ 720,000	\$ 655,000	\$ -	\$ 9,132,000

* Grant Funded

Seek County Funding

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

12. Taking the following action regarding the acquisition of a parcel of real property (2,750 square feet or approximately 0.06 acre), located on Ashland Avenue, from Chavers Construction, Inc.; the County has a project in design to make road, bridge, and drainage improvements in the Ashland Avenue/Detroit Boulevard area; due to limited right-of-way within this area, it was determined that additional property would be required to facilitate the project; Chavers Construction, Inc., owner of the property located on the east side of Ashland Avenue, has agreed to sell a portion of its property (2,750 square feet or approximately 0.06 acre) to facilitate the road, bridge, and drainage improvement project; the owner has requested that the property be conveyed by means of a *Public Road and Right-of-Way Easement* document; pursuant to the Board's adoption of the Policy for Real Property Acquisitions Related to Roads and Drainage Projects, dated April 21, 2011, staff entered into negotiations with Chavers Construction, Inc., to acquire a portion of its property located along Ashland Avenue; pursuant to Board Policy, if the property is valued less than \$20,000, an appraisal is not required; so, staff negotiated a purchase price of \$5,500 (\$2 per square foot); the owner indicated that they were amenable to accepting this amount; staff prepared, and the property owner agreed to, the terms and conditions contained in the *Contract for Sale and Purchase*, with the understanding that this acquisition requires final Board approval; the *Contract for Sale and Purchase* includes an offer to purchase the property for the negotiated amount of \$5,500, with the owners/sellers being responsible for payment of documentary stamps and other closing costs, and the property be conveyed by means of a *Public Road and Right-of-Way Easement* document; staff is requesting Board approval of this acquisition and the *Contract for Sale and Purchase* (Funding: Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Codes 56101/56301, Project #09EN0093, "Maplewoods"):
 - A. Authorizing the purchase of a parcel of real property located on Ashland Avenue (2,750 square feet or approximately 0.06 acre), for the negotiated purchase price of \$5,500, from Chavers Construction, Inc., in accordance with the terms and conditions contained in the *Contract for Sale and Purchase*;

(Continued on Page 44)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Continued...

B. Approving the *Contract for Sale and Purchase* for the acquisition of a parcel of real property located on Ashland Avenue (2,750 square feet or approximately 0.06 acre); and

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

13. Taking the following action concerning the Interlocal Agreement with the Santa Rosa Island Authority (SRIA) relating to transportation services on Pensacola Beach for summer 2013; for the last several years, SRIA and Escambia County Area Transit (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: SRIA will reimburse the County for all operating costs):

A. Approving the *Interlocal Agreement between Escambia County and the Santa Rosa Island Authority Relating to Transportation Services on Pensacola Beach*, via Escambia County Area Transit trolleys, from May 24, 2013, through September 2, 2013, with the SRIA reimbursing the County for all operating costs; and

B. Authorizing the Chairman or Vice Chairman to sign the Interlocal Agreement.

05/02/2013 CAR II-12

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract") between CHAVERS CONSTRUCTION, INC., a Florida corporation, by Ryan K. Chavers, President, whose address is 211 West Detroit Boulevard, Pensacola, Florida 32534 ("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 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 May 2, 2013.

2. PURCHASE PRICE; PAYMENT. The purchase price is Five Thousand Five Hundred Dollars (\$5,500.00), payable to Seller at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs it.

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 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 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:

Date: 5/9/2013 Verified By: *D. Chavers*

prorated ad valorem taxes and assessments (Seller); Easement Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Easement (Seller); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. BROKERS. Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. TAXES AND ASSESSMENTS. Seller 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. Seller 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, Seller shall deliver the Easement 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 is 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 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.

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
3363 West Park Place
Pensacola, Florida 32501

TO SELLER:

Chavers Construction, Inc.
211 West Detroit Boulevard
Pensacola, FL 32534

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 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 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 agrees to return any deposit paid by Buyer. Seller warrants 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 Easement over the Property to Buyer at closing.

26. CONDEMNATION. Seller 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 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 agrees 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).

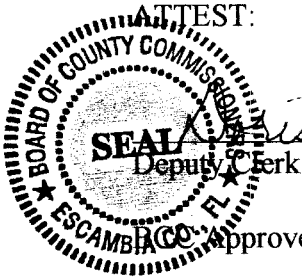
THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

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

Chris Harris
Deputy Clerk

Approved: May 2, 2013

Gene M. Valentino
Gene M. Valentino, Chairman

Date: May 9, 2013
This document approved as to form
and legal sufficiency.

By [Signature]
Title Asst. County Attorney

GRANTOR: Date April 11, 2013

CHIVERS CONSTRUCTION, INC.

Witness Thomas M Swiercki
Print Name THOMAS M SWIERCKI

Witness Waller Johnston
Print Name Waller Johnston

By: [Signature]
Ryan K. Chavers, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of
February, 2013, by Ryan K. Chavers, as President of Chivers Construction, Inc. He ☒ is
personally known to me, or ☐ has produced current _____ as
identification.



(Notary Seal)

Shannon L Nolen
Signature of Notary Public
SHANNON L Nolen
Printed Name of Notary Public

PITTMAN, GLAZE AND ASSOCIATES, INC.	A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 23, T-1-S, R-30-W	LAND SURVEYORS 5700 N. DAVIS HIGHWAY, SUITE 3 PENSACOLA, FL 32503 Phone (850) 434-6666 Fax (850) 434-6661 Email: pgasurvey@bellsouth.net															
SHEET 1 OF 1																	
	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.	LEGEND: R/W Right of way P.O.B. Point of beginning P.O.C. Point of commencement O.R. Official record book															
<p>Parcel 23-15-30-1201-001-060 LEGAL DESCRIPTION: Commence at the northwest corner of Section 23, Township 1 South, Range 30 West, Escambia County; thence South 02 degrees 57'47" West along the west line of said Section 23 for a distance of 25.00 feet to the westerly extension of the southerly right of way line of Detroit Boulevard (R/W varies), also being the north line parcel described in Official Record Book 3570, at page 440 of the public records of said County; thence South 87 degrees 34'44" East along said westerly extension for a distance of 25.00 feet to the east right of way line of Ashland Avenue (R/W varies), also being the west line parcel described in Official Record Book 3570, at page 440 of the public records of said County for the point of beginning. Thence South 02 degrees 57'47" West along said east right of way line and the west line said parcel described in Official Record Book 3570, at page 440 of the public records of said County for a distance of 275.00 feet to the south line of parcel described in Official Record Book 3570 at page 440 of the public records of said County; thence South 87 degrees 34'44" East along said south line for a distance of 10.00 feet; thence North 02 degrees 57'47" East for a distance of 275.00 feet to said south right of way line; thence North 87 degrees 34'44" West along said south right of way line for a distance of 10.00 feet the point of beginning. All lying and being in Section 23, Township 1 South, Range 30 West, Escambia County. Containing 0.06 acres, more or less (2750 +/- square feet).</p>																	
<p style="text-align: center;">TAX MAPS; PUBLIC RECORDS; SURVEYS BY THIS FIRM; DRAWINGS BY</p> <p>Source of Information: KENNETH HORNE & ASSOCIATES, INC. Measurements made in accordance to United States Standards.</p>																	
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. <p>David D. Glaze <input type="checkbox"/> PSM #5605</p>	<p>Walter J. Glaze <input checked="" type="checkbox"/> PSM #6190</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Date of Plat <u>10-11-12</u></td> <td rowspan="4" style="text-align: center; vertical-align: middle;"> NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR </td> </tr> <tr> <td>Date of Survey <u>--</u></td> </tr> <tr> <td>Elevation Reference <u>--</u></td> </tr> <tr> <td>Encroachments <u>--</u></td> </tr> <tr> <td colspan="2" style="text-align: center;"> Bearing Reference <u>NORTH BASED ON STATE</u> PLANE COORDINATE SYSTEM </td> </tr> <tr> <td colspan="2"> Ordered By <u>MR. CHARLIE KRASNOSKY</u> </td> </tr> <tr> <td>Scale <u>1" = 100'</u></td> <td>Job No. <u>35227-12</u></td> </tr> <tr> <td>FB <u>PG</u></td> <td>File No. <u>A-14179</u></td> </tr> <tr> <td>FB <u>PG</u></td> <td>Drawn By <u>PMJ</u></td> </tr> </table>	Date of Plat <u>10-11-12</u>	NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR	Date of Survey <u>--</u>	Elevation Reference <u>--</u>	Encroachments <u>--</u>	Bearing Reference <u>NORTH BASED ON STATE</u> PLANE COORDINATE SYSTEM		Ordered By <u>MR. CHARLIE KRASNOSKY</u>		Scale <u>1" = 100'</u>	Job No. <u>35227-12</u>	FB <u>PG</u>	File No. <u>A-14179</u>	FB <u>PG</u>	Drawn By <u>PMJ</u>
Date of Plat <u>10-11-12</u>	NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR																
Date of Survey <u>--</u>																	
Elevation Reference <u>--</u>																	
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Bearing Reference <u>NORTH BASED ON STATE</u> PLANE COORDINATE SYSTEM																	
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FB <u>PG</u>	File No. <u>A-14179</u>																
FB <u>PG</u>	Drawn By <u>PMJ</u>																

Exhibit "B"

This document prepared by:
Stephen G. West, Senior Assistant County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502
(850) 595-4970

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT

THIS PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT is made this ____ day of _____ 2013, by and between CHAVERS CONSTRUCTION, INC., a Florida profit corporation, whose address is 211 West Detroit Boulevard, Pensacola, Florida 32534 (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, Grantor is the owner of certain property located in Escambia County, Florida, 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, bridge 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:

GRANTOR:

CHAVERS CONSTRUCTION, INC.

Witness _____
Print Name _____

By: _____
Ryan K. Chavers, President

Witness _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Ryan K. Chavers, as President of Chavers Construction, Inc. He () is personally known to me, or () has produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Public Road and Right-of-Way Easement is accepted by Escambia County, Florida on the _____ day of _____, 2013, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

PITTMAN, GLAZE AND ASSOCIATES, INC.	A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 23, T-1-S, R-30-W	LAND SURVEYORS 5700 N. DAVIS HIGHWAY, SUITE 3 PENSACOLA, FL 32503 Phone (850) 434-6666 Fax (850) 434-6661 Email: pgasurvey@bellsouth.net																
SHEET 1 OF 1																		
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> </div> <div style="width: 65%;"> <p>SURVEYOR'S NOTES:</p> <ol style="list-style-type: none"> 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. <p style="text-align: center;">DETROIT BOULEVARD R/W VARIES</p> <p>P.O.C. - NORTHWEST CORNER SECTION 23, T-1-S, R-30-W</p> <p>P.O.B. 10.00' N 87°34'44" W</p> <p>S 87°34'44" E 25.00'</p> <p>SOUTH R/W PER O.R. 3570, PAGE 440</p> <p>LEGEND: R/W Right of way P.O.B. Point of beginning P.O.C. Point of commencement O.R. Official record book</p> <p>ASHLAND AVENUE R/W VARIES</p> <p>WEST LINE SECTION 23</p> <p>EAST R/W PER O.R. 3570, PAGE 440</p> <p>N 02°57'47" E 275.00'</p> <p>S 02°57'47" W 275.00'</p> <p>10.00' S 87°34'44" E</p> <p>Parcel 23-15-30-1201-001-060</p> <p>LEGAL DESCRIPTION:</p> <p>Commence at the northwest corner of Section 23, Township 1 South, Range 30 West, Escambia County; thence South 02 degrees 57'47" West along the west line of said Section 23 for a distance of 25.00 feet to the westerly extension of the southerly right of way line of Detroit Boulevard (R/W varies), also being the north line parcel described in Official Record Book 3570, at page 440 of the public records of said County; thence South 87 degrees 34'44" East along said westerly extension for a distance of 25.00 feet to the east right of way line of Ashland Avenue (R/W varies), also being the west line parcel described in Official Record Book 3570, at page 440 of the public records of said County for the point of beginning.</p> <p>Thence South 02 degrees 57'47" West along said east right of way line and the west line said parcel described in Official Record Book 3570, at page 440 of the public records of said County for a distance of 275.00 feet to the south line of parcel described in Official Record Book 3570 at page 440 of the public records of said County; thence South 87 degrees 34'44" East along said south line for a distance of 10.00 feet; thence North 02 degrees 57'47" East for a distance of 275.00 feet to said south right of way line; thence North 87 degrees 34'44" West along said south right of way line for a distance of 10.00 feet the point of beginning.</p> <p>All lying and being in Section 23, Township 1 South, Range 30 West, Escambia County. Containing 0.06 acres, more or less (2750 +/- square feet).</p> </div> </div>																		
<p style="text-align: center;">TAX MAPS; PUBLIC RECORDS; SURVEYS BY THIS FIRM; DRAWINGS BY</p> <p>Source of Information: KENNETH HORNE & ASSOCIATES, INC.</p> <p>Measurements made in accordance to United States Standards.</p>																		
<p>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.</p> <p style="text-align: center;"> David D. Glaze <input type="checkbox"/> PSM #5605 </p> <p style="text-align: center;"> Walter J. Glaze <input checked="" type="checkbox"/> PSM #6190 </p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Date of Plat <u>10-11-12</u></td> <td rowspan="4" style="text-align: center; vertical-align: middle;"> NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR </td> </tr> <tr> <td>Date of Survey <u>--</u></td> </tr> <tr> <td>Elevation Reference <u>---</u></td> </tr> <tr> <td>Encroachments <u>---</u></td> </tr> <tr> <td colspan="2" style="text-align: center;">Bearing Reference <u>NORTH BASED ON STATE</u></td> </tr> <tr> <td colspan="2" style="text-align: center;">PLANE COORDINATE SYSTEM</td> </tr> <tr> <td colspan="2">Ordered By <u>MR. CHARLIE KRASNOSKY</u></td> </tr> <tr> <td>Scale <u>1" = 100'</u></td> <td>Job No. <u>35227-12</u></td> </tr> <tr> <td>FB <u>---</u> PG <u>---</u></td> <td>File No. <u>A-14179</u></td> </tr> <tr> <td>FB <u>---</u> PG <u>---</u></td> <td>Drawn By <u>PMJ</u></td> </tr> </table>	Date of Plat <u>10-11-12</u>	NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR	Date of Survey <u>--</u>	Elevation Reference <u>---</u>	Encroachments <u>---</u>	Bearing Reference <u>NORTH BASED ON STATE</u>		PLANE COORDINATE SYSTEM		Ordered By <u>MR. CHARLIE KRASNOSKY</u>		Scale <u>1" = 100'</u>	Job No. <u>35227-12</u>	FB <u>---</u> PG <u>---</u>	File No. <u>A-14179</u>	FB <u>---</u> PG <u>---</u>	Drawn By <u>PMJ</u>
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FB <u>---</u> PG <u>---</u>	Drawn By <u>PMJ</u>																	

This document 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

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013050181 07:09:2013 at 03:22 PM
OFF REC BK: 7043 PG: 400 - 401 Doc Type: AFT
RECORDING: \$18.50

STATE OF FLORIDA
COUNTY OF ESCAMBIA

AFFIDAVIT OF NON-IDENTITY

BEFORE ME, the undersigned authority, personally appeared **Thomas H. Davis, Jr.**, who, upon first being duly sworn, deposes and states as follows:

1. My name is Thomas H. Davis, Jr. I am over the age of eighteen (18) years. I have personal knowledge of and am competent to testify to the matters stated in this affidavit.
2. I am the same person as the Thomas H. Davis, Jr. who executed the Warranty Deed conveying the property described in the attached Exhibit A to Chavers Construction, Inc., recorded in Official Record Book 6924 at page 1955 of the public records of Escambia County, Florida.
3. I am not the same person as the Thomas Davis shown in that certain Civil Lien recorded in Official Record Book 5032 at page 777 and certified in Official Record Book 5032 at page 778 of the public records of Escambia County, Florida. My birthday is not July 13, 1978, and I have never resided at 9975 University Parkway, Pensacola, Florida 32534.
4. I am not the same person as the Thomas Davis shown in that certain Final Judgment recorded in Official Record Book 5203 at page 1236 and certified in Official Record Book 5288 at page 864 of the public records of Escambia County, Florida. I have never been the defendant in a lawsuit brought by American General Finance, and I have never resided at 631 Beck Avenue, Pensacola, Florida 32514.

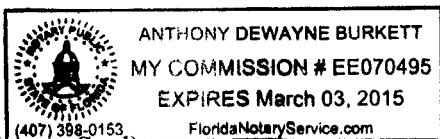
FURTHER AFFIANT SAYETH NAUGHT.

Dated this 30th day of May, 2013.

Thomas H. Davis, Jr.
Thomas H. Davis, Jr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30 day of May, 2013, by Thomas H. Davis, Jr., who ☒ is personally known to me, ☐ produced current _____ as identification.



(Notary Seal)

Anthony Burkett
Signature of Notary Public
Anthony Burkett
Printed Name of Notary Public

EXHIBIT A

A portion of Lot 60, a subdivision of a portion of Section 23, Township 1 South, Range 30 West, according to Plat recorded in Deed Book 128, at Page 541, of the Public Records Escambia County, Florida, more particularly described as follows: Commence at the Northwest corner of said Section 23, Township 1 South, Range 30 West; thence Easterly along the North line of said Section 23, a distance of 25.00 feet; thence deflect 90 degrees right, a distance of 25.00 feet to the intersection of the South right-of-way line of Detroit Boulevard (50 feet right of way) and the East right-of-way of Ashland Avenue (50 feet right of way) for the Point of Beginning; thence continue along the same course, a distance of 275.00 feet; thence deflect 90 degrees left, a distance of 305.00 feet; thence deflect 90 degrees left, a distance of 275.00 feet to the South right-of-way line of said Detroit Boulevard, (50 feet right of way); thence deflect 90 degrees left along said right-of-way line, a distance of 305.00 feet to the Point of Beginning.

This document prepared by:
Stephen G. West, Senior Assistant County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502
(850) 595-4970

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT

THIS PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT is made this 8th day of July 2013, by and between CHAVERS CONSTRUCTION, INC., a Florida profit corporation, whose address is 211 West Detroit Boulevard, Pensacola, Florida 32534 (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, Grantor is the owner of certain property located in Escambia County, Florida, 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, bridge 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:

GRANTOR:

CHIVERS CONSTRUCTION, INC.

Witness

Print Name

Stephen G. West

By:

Ryan K. Chavers, President

Witness

Print Name

Tara D. Cannon

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of July, 2013, by Ryan K. Chavers, as President of Chivers Construction, Inc. He ☐ is personally known to me, or ☒ has produced current FLCCL# C1162-731-80-129-0 as identification.



Tara D. Cannon
Signature of Notary Public

Tara D. Cannon
Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Public Road and Right-of-Way Easement is accepted by Escambia County, Florida on the 9th day of July, 2013, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on May 2, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Doris Harris
Deputy Clerk

**PITTMAN,
GLAZE AND
ASSOCIATES, INC.**



**A LEGAL DESCRIPTION
AND SKETCH OF A
PORTION OF
SECTION 23, T-1-S, R-30-W**

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

SHEET 1 OF 1

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.

P.O.C. - NORTHWEST CORNER
SECTION 23, T-1-S, R-30-W

DETROIT BOULEVARD R/W VARIES

P.O.B.

10.00' N 87°34'44" W

S 87°34'44" E 25.00'

SOUTH R/W PER
O.R. 3570, PAGE 440

LEGEND:

R/W Right of way
P.O.B. Point of beginning
P.O.C. Point of commencement
O.R. Official record book

THOMAS H. DAVIS, JR.
TAX #23-15-30-1201-001-060
O.R. 3570, PAGE 440

SOUTH LINE O.R. 3570, PAGE 440

10.00'
S 87°34'44" E

Parcel 23-15-30-1201-001-060
LEGAL DESCRIPTION:

Commence at the northwest corner of Section 23, Township 1 South, Range 30 West, Escambia County; thence South 02 degrees 57'47" West along the west line of said Section 23 for a distance of 25.00 feet to the westerly extension of the southerly right of way line of Detroit Boulevard (R/W varies), also being the north line parcel described in Official Record Book 3570, at page 440 of the public records of said County; thence South 87 degrees 34'44" East along said westerly extension for a distance of 25.00 feet to the east right of way line of Ashland Avenue (R/W varies), also being the west line parcel described in Official Record Book 3570, at page 440 of the public records of said County for the point of beginning.

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All lying and being in Section 23, Township 1 South, Range 30 West, Escambia County. Containing 0.06 acres, more or less (2750+/- square feet).

TAX MAPS; PUBLIC RECORDS; SURVEYS BY THIS FIRM; DRAWINGS BY

Source of Information: **KENNETH HORNE & ASSOCIATES, INC.**

Measurements made in accordance to United States Standards.

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

Date of Plat 10-11-12
Date of Survey --
Elevation Reference --
Encroachments --

NOT VALID UNLESS
IMPRINTED WITH
EMBOSSSED SEAL
AND SIGNED BY
SURVEYOR

Bearing Reference **NORTH BASED ON STATE**
PLANE COORDINATE SYSTEM

Ordered By **MR. CHARLIE KRASNOSKY**

Scale 1" = 100' Job No. 35227-12
FB PG File No. A-14,179
FB PG Drawn By PMJ

Settlement Statement

BUYER: Escambia County, Florida
SELLER: Chavers Construction, Inc.
PROPERTY: See attached Exhibit A
A portion of Parcel ID#: 23-1S-30-1201-001-060
DATE: 7/8/2013

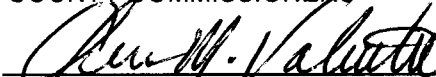
CLOSING EXPENSES

	Paid from BUYER'S Funds at Settlement	Paid from SELLER'S Funds at Settlement
2012 Ad Valorem Taxes	EXEMPT	\$ 1,264.59
2013 Ad Valorem Taxes	EXEMPT	POC
Recording Fees:		
Easement		\$ 27.00
Affidavits (2)		\$ 37.00
Documentary Stamp Tax:	Easement (.70 per \$100)	\$ 38.50
	<hr/>	<hr/>
	\$ -	\$ 1,367.09
Purchase Price due from Buyer	\$ 5,500.00	\$ -
	<hr/>	<hr/>
TOTAL AMOUNT TO CLOSE	\$ 5,500.00	\$ 1,367.09

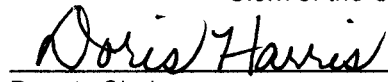
THE UNDERSIGNED CLOSING AGENT REPRESENTS THE BUYER IN THIS TRANSACTION AND DOES NOT UNDERTAKE TO PROVIDE LEGAL ADVICE OR REPRESENTATION TO THE SELLER.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA, by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS



Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court


Deputy Clerk

BCC Approved: May 2, 2013

Witness


Stephen G. West

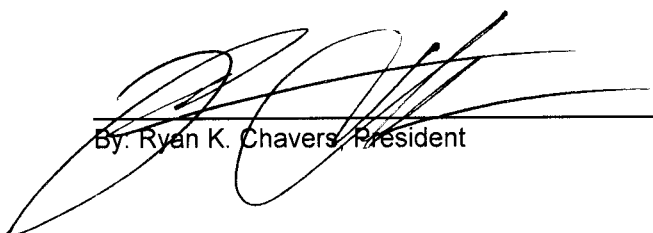
Print Name

Witness


Tara D. Cannon

Print Name

CHAVERS CONSTRUCTION, INC.


By: Ryan K. Chavers, President

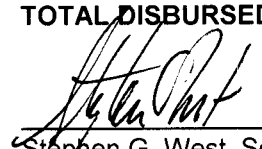
DISBURSEMENTS

Amounts Received from:

BUYER:	\$	5,500.00
SELLER:	\$	-
TOTAL RECEIVED	\$	5,500.00

Amounts Disbursed to:

Janet Holley, Tax Collector (Taxes)	\$	1,264.59
Pam Childers, Clerk of Court (doc stamps & recording fees)	\$	102.50
Chavers Construction, Inc.	\$	4,132.91
TOTAL DISBURSED	\$	5,500.00


Stephen G. West, Senior Assistant County Attorney

**PITTMAN,
GLAZE AND
ASSOCIATES, INC.**



**A LEGAL DESCRIPTION
AND SKETCH OF A
PORTION OF
SECTION 23, T-1-S, R-30-W**

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

SHEET 1 OF 1

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.
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DETROIT BOULEVARD R/W VARIES

ASHLAND AVENUE R/W VARIES

LEGEND:

- R/W Right of way
- P.O.B. Point of beginning
- P.O.C. Point of commencement
- O.R. Official record book

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David D. Glaze
☐ PSM #5605

Walter J. Glaze
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Date of Plat 10-11-12
Date of Survey --
Elevation Reference --
Encroachments --

**NOT VALID UNLESS
IMPRINTED WITH
EMBOSSED SEAL
AND SIGNED BY
SURVEYOR**

Bearing Reference **NORTH BASED ON STATE PLANE COORDINATE SYSTEM**

Ordered By MR. CHARLIE KRASNOSKY
Scale 1" = 100' Job No. 35227-12
FB PG File No. A-14/179
FB PG Drawn By PMJ

SELLER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me the undersigned authority, personally appeared Ryan K. Chavers, as President of Chavers Construction, Inc. (Seller), who being duly sworn, deposes and states as follows:

1. Seller is the owner in fee simple of the real property (Property) more particularly described below:
See attached Exhibit A.
A portion of Parcel Identification Number: 23-1S-30-1201-001-060
2. Seller is this day conveying an easement over the Property to Escambia County (Buyer).
3. Seller's title, possession and enjoyment of the Property have been open, notorious, peaceable and undisturbed. Seller is not currently aware of any facts by reason of which title to, or possession of, the Property or any part of it might be disputed or questioned or by reason of which any claim to the Property or any portion of it might be adversely asserted.
4. No person or entity other than Seller is presently entitled to claim the right of possession or is in possession of the Property and there are no tenancies, leases or other occupancies that affect the Property.
5. There are no disputes concerning the location of the boundary lines of the Property.
6. There are no outstanding assessments (pending or certified) or any unpaid or unsatisfied mortgages, or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvement on it or any part of it that have not been satisfied at the time of transfer of the easement to Buyer.
7. There are no security agreements, financing statements, title retention contracts, or personal property leases affecting any materials, fixtures, appliances, furnishings or equipment placed on or installed in or on the Property or the improvements located on it.
8. Subsequent to execution of this Affidavit but prior to actual recording of the easement, Seller has not and will not execute any instrument, or do any act whatsoever, that in any way would affect title to the property.
9. Section 1445 of the Internal Revenue Code provides that a transferee (Buyer) of a U.S. real property interest must withhold tax at a rate of ten percent (10%) of the amount realized on the disposition if the transferor (Seller) is a foreign person. To inform Buyer that withholding of tax is not required upon the disposition of U.S. real property interest by Seller, the undersigned, hereby swears, affirms and certifies the following as or on behalf of Seller:
 - A. Seller's legal name and address: Chavers Construction, Inc.
1795 West Detroit Boulevard
Pensacola, FL 32534
 - B. Seller is not a non-resident alien or a foreign corporation, foreign partnership, foreign trust or foreign estate (as those are defined in the Internal Revenue Code and Income Tax Regulations).
10. In connection with the sale or exchange of the Property, you are required by law to provide Buyer with

your correct tax identification number (TIN). If you do not so provide your TIN, you may be subject to civil or criminal penalties imposed by law.

A. Seller's Taxpayer Identification Number: 59-3582039

B. For purposes of reporting this transaction to the Internal Revenue Service on Form 1099-B, the Property is Seller's (check one):

Principal Residence _____
Other Real Estate ☒

These taxpayer identification numbers are being provided in connection with a real estate transaction.

The undersigned understands that this Affidavit may be disclosed to the Internal Revenue Service by Buyer and that any false statement contained herein could be punished by fine, imprisonment or both.

11. This Affidavit is made at the request of Buyer in order to induce Buyer to purchase the easement over the Property and to induce Buyer's title insurance company to issue a policy of title insurance.
12. This Affidavit is made and given by Seller upon personal knowledge with full knowledge of applicable Florida laws and under penalties of perjury regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations herein.

FURTHER AFFIANT SAYETH NAUGHT.

Dated this 8th day of July, 2013.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness [Signature]
Print Name Stephen G. West

Witness Tara D. Cannon
Print Name Tara D. Cannon

CHAVERS CONSTRUCTION, INC.

[Signature]
By: Ryan K. Chavers, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of July, 2013, by Ryan K. Chavers, as President of Chavers Construction, Inc., who ☐ is personally known to me, or has ☒ produced current FLEDL# C162-731-80-09-0 as identification.

Tara D. Cannon
Signature of Notary Public

Tara D. Cannon
Printed Name of Notary Public

(Notary Seal)



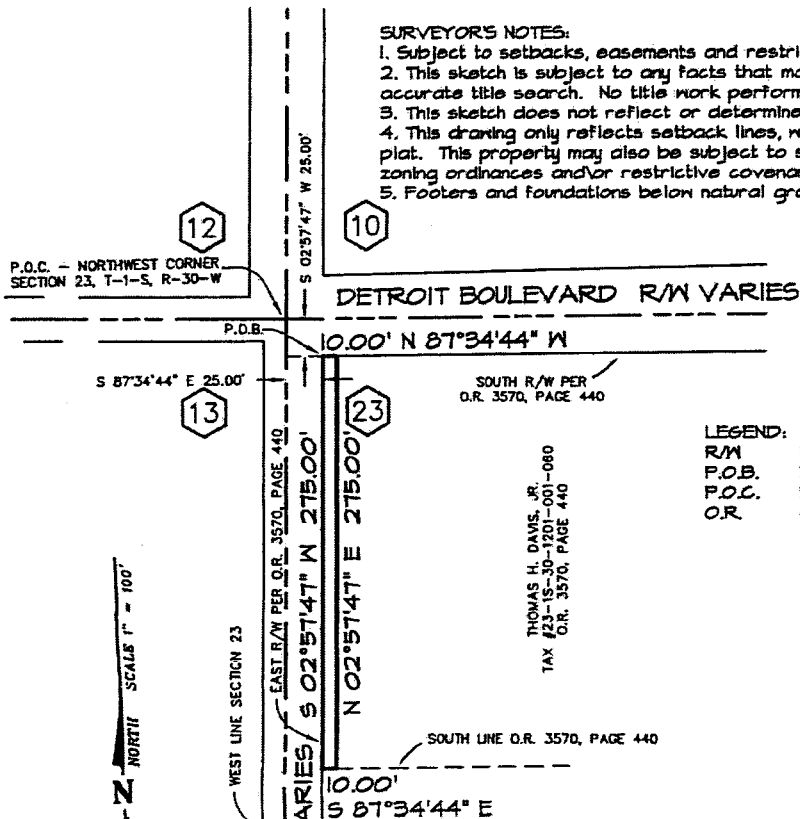
**PITTMAN,
GLAZE AND
ASSOCIATES, INC.**



**A LEGAL DESCRIPTION
AND SKETCH OF A
PORTION OF
SECTION 23, T-1-S, R-30-W**

LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666
Fax (850) 434-6661
Email: pgasurvey@bellsouth.net

SHEET 1 OF 1



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.

LEGEND:

R/W Right of way
P.O.B. Point of beginning
P.O.C. Point of commencement
O.R. Official record book

Parcel 23-15-30-1201-001-060

LEGAL DESCRIPTION:

Commence at the northwest corner of Section 23, Township 1 South, Range 30 West, Escambia County; thence South 02 degrees 57'47" West along the west line of said Section 23 for a distance of 25.00 feet to the westerly extension of the southerly right of way line of Detroit Boulevard (R/W varies), also being the north line parcel described in Official Record Book 3570, at page 440 of the public records of said County; thence South 87 degrees 34'44" East along said westerly extension for a distance of 25.00 feet to the east right of way line of Ashland Avenue (R/W varies), also being the west line parcel described in Official Record Book 3570, at page 440 of the public records of said County for the point of beginning.

Thence South 02 degrees 57'47" West along said east right of way line and the west line said parcel described in Official Record Book 3570, at page 440 of the public records of said County for a distance of 275.00 feet to the south line of parcel described in Official Record Book 3570 at page 440 of the public records of said County; thence South 87 degrees 34'44" East along said south line for a distance of 10.00 feet; thence North 02 degrees 57'47" East for a distance of 275.00 feet to said south right of way line; thence North 87 degrees 34'44" West along said south right of way line for a distance of 10.00 feet the point of beginning.

All lying and being in Section 23, Township 1 South, Range 30 West, Escambia County. Containing 0.06 acres, more or less (2750 +/- square feet).

TAX MAPS; PUBLIC RECORDS; SURVEYS BY THIS FIRM; DRAWINGS BY

Source of Information: KENNETH HORNE & ASSOCIATES, INC.

Measurements made in accordance to United States Standards.

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

Date of Plat 10-11-12
Date of Survey --
Elevation Reference --
Encroachments --

NOT VALID UNLESS
IMPRINTED WITH
EMBOSSSED SEAL
AND SIGNED BY
SURVEYOR

Bearing Reference NORTH BASED ON STATE
PLANE COORDINATE SYSTEM

Ordered By MR. CHARLIE KRASNOSKY

Scale 1" = 100' Job No. 35227-12

FB PG File No. A-14,179

FB PG Drawn By PMJ

LB No. 7073

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, personally appeared Ryan K. Chavers, who being duly sworn, deposes and states as follows:

1. I am Ryan K. Chavers. I am over the age of eighteen years. I have personal knowledge of and I am competent to testify to the matters stated in this affidavit.
2. I am the president of Chavers Construction, Inc., a Florida corporation.
3. The property of Chavers Construction, Inc., includes that certain land in Escambia County, Florida, more particularly described in the attached Exhibit A.
4. Chavers Construction, Inc. was properly incorporated in the State of Florida and has remained in good standing from October 9, 2012 through the date of this affidavit.
5. As president of Chavers Construction, Inc., I have the full authority and power to convey to Escambia County an easement over the property described in the attached Exhibit A on behalf of the corporation in accordance with its Articles of Incorporation and Bylaws.

FURTHER AFFIANT SAYETH NOT.

Dated this 8th day of July, 2013.

Witness

Print Name

Witness

Print Name

Ryan K. Chavers

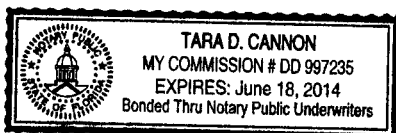
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of July, 2013, by Ryan K. Chavers, who ☐ is personally known to me, ☒ produced current FLCDL # C162-731-80-129-0 as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)



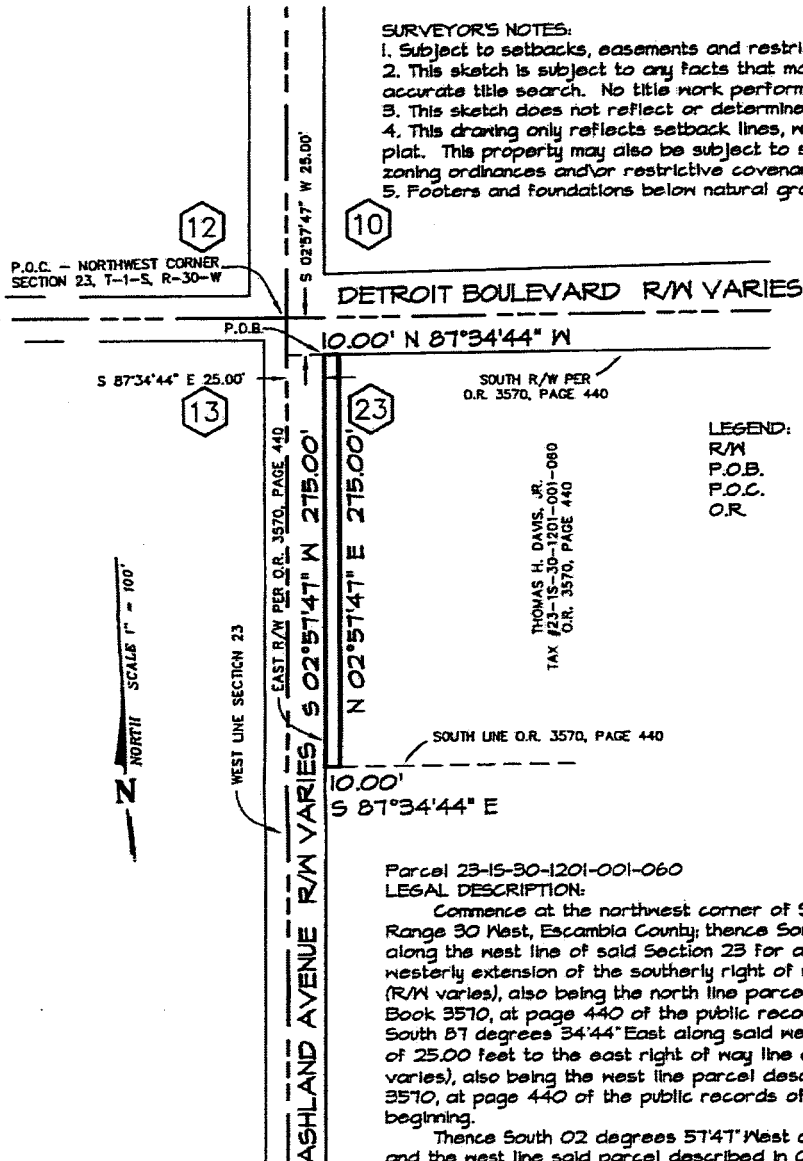
**PITTMAN,
GLAZE AND
ASSOCIATES, INC.**



**A LEGAL DESCRIPTION
AND SKETCH OF A
PORTION OF
SECTION 23, T-1-S, R-30-W**

LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666
Fax (850) 434-6661
Email: pgasurvey@bellsouth.net

SHEET 1 OF 1



LEGEND:

R/W Right of way
P.O.B. Point of beginning
P.O.C. Point of commencement
O.R. Official record book

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All lying and being in Section 23, Township 1 South, Range 30 West, Escambia County. Containing 0.06 acres, more or less (2750+/- square feet).

TAX MAPS; PUBLIC RECORDS; SURVEYS BY THIS FIRM; DRAWINGS BY

Source of Information: KENNETH HORNE & ASSOCIATES, INC.

Measurements made in accordance to United States Standards.

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

Date of Plat 10-11-12

Date of Survey --

Elevation Reference

Encroachments

NOT VALID UNLESS
IMPRINTED WITH
EMBOSSSED SEAL
AND SIGNED BY
SURVEYOR

Bearing Reference NORTH BASED ON STATE
PLANE COORDINATE SYSTEM

Ordered By MR. CHARLIE KRASNOSKY

Scale 1" = 100' Job No. 35227-12

FB PG File No. A-14,179

FB PG Drawn By PMJ

SATISFACTION OF CONDITIONS
PRECEDENT TO CLOSING

The undersigned parties acknowledge that all contingencies in the Contract for Sale and Purchase have been satisfied or waived.


Executed by **Seller** on the 8th day of July, 2013.

SELLER:

CHAVERS CONSTRUCTION, INC.

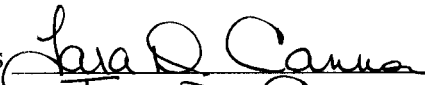
Witness

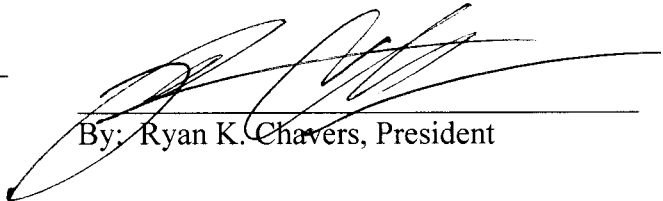
Print Name


Stephen G. West

Witness

Print Name


Tara D. Cannon

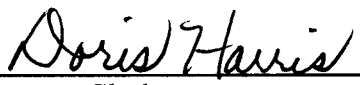

By: Ryan K. Chavers, President

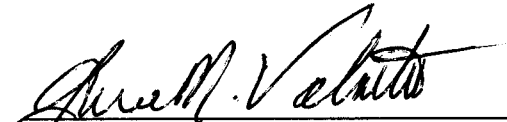
Executed by **Buyer** on the ____ day of _____, 2013.

BUYER:

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court


Deputy Clerk


Gene M. Valentino, Chairman

BCC Approved: May 2, 2013



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-6568

Clerk & Comptroller's Report 16. 4.

BCC Regular Meeting

Consent

Meeting Date: 08/21/2014

Issue: Mintues and Reports

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

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Approve the Minutes of the Joint Pensacola City Council and Escambia County Board of County Commissioners Stormwater Symposium held July 18, 2014;

B. Approve the Minutes of the Regular Board Meeting held July 24, 2014;

C. Accept, for filing with the Board's Minutes, the report of the Agenda Work Session held July 24, 2014;

D. Accept, for filing with the Board's Minutes, the report of the Budget Committee of the Whole Workshop held July 8 and 9, 2014; and

E. Accept, for filing with the Board's Minutes, the report of the Committee of the Whole Workshop held July 17, 2014.

Attachments

20140708 CW Report

20140724 Agenda Work Session

20140717 CW Report

REPORT OF THE BUDGET COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD JULY 8 AND 9, 2014
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(July 8, 2014 – 9:05 a.m. – 11:48 a.m.)
(July 9, 2014 – 9:09 a.m. – 1:58 p.m.)

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Wilson B. Robertson, District 1
Commissioner Grover C. Robinson IV, District 4
Commissioner Gene M. Valentino, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

AGENDA NUMBER

1. Call to Order

Chairman May called the Budget Committee of the Whole (C/W) Workshop to order on July 8, 2014, at 9:05 a.m.

Chairman May adjourned the Budget C/W Workshop on July 8, 2014, at 11:48 a.m., and called the Budget C/W Workshop to order on July 9, 2014, at 9:09 a.m.

2. Was the Meeting Properly Advertised?

The C/W, on July 8 and 9, 2014, was advised by Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office, that the Meeting was advertised in the Pensacola News Journal on July 5, 2014, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule July 7-July 11, 2014, Legal No. 1626495*.

REPORT OF THE BUDGET COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Budget Update

A. Board Discussion – The C/W, on July 8, 2014, heard an update from County Administrator Brown concerning the proposed Fiscal Year 2014-2015, as follows:

- (1) There is no change in Millage Rate (County-wide millage – 6.6165; Library Municipal Services Taxing Unit [MSTU] – .359; Sheriff's Law Enforcement MSTU – .685), and no other significant changes in tax or assessment rates are anticipated;
- (2) The June 1st estimate of taxable value is 3.4% above the previous year's certification, resulting in an approximate \$3,288,948 increase (the County may appropriate 95% of this or a total of \$3,124,500);
- (3) There is a 3% COLA (Cost of Living Adjustment) included in the budget for all employees at a cost of approximately \$3,300,000 across all funds; of this amount, approximately \$2,700,000 will be paid from the General Fund or its subsidiaries;
- (4) New positions included in the proposed budget are as follows (all but the NEFI [Neighborhood Enterprise Foundation, Inc.] positions, the Traffic Engineer, the Emergency Medical Services [EMS] positions, and the Library positions will be paid from the General Fund):
 - (a) Four Corrections Officers added at the Road Prison (January 22, 2014)
 - (b) One Community Center Coordinator (February 6, 2014)
 - (c) One Traffic Engineer (December 5, 2013)
 - (d) Four positions added from the NEFI transition (June 1, 2014)
 - (e) One NEFI position (new)
 - (f) One 4-H Program Assistant (May 15, 2014)
 - (g) Two EMS positions (new)
 - (h) Five Detention Mental Health positions (new)
 - (i) Three Clerk positions at the Library (new)
- (5) A total of \$1,390,082 is available for Outside Agencies funded from the General Fund; of that, the \$70,000 for the Comprehensive Services for Children and the \$20,275 for the Regional Planning Council are non-discretionary;

(Continued on Page 3)

REPORT OF THE BUDGET COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

- (6) The Budget was balanced prior to receiving the certification of taxable value; since that time, the County has received the certification, resulting in an increase in the overall taxable value, resulting in an increase in available funding of approximately \$1,200,000; this amount will be placed into Reserves;
- (7) The 3% COLA received in Fiscal Year 2012-2013 was not placed into the Budget until after the Fiscal Year 2012-2013 Budget was adopted, due to the circumstances of the Jail transition; therefore, personnel budgets in many Cost Centers will show approximately a 6% increase over the Fiscal Year 2012-2013 Budget (3% for the Fiscal Year 2012-2013 COLA and 3% for the Fiscal Year 2013-2014 COLA);
- (8) There were in excess of \$16,000,000 in operational enhancement requests and \$2,600,000 in personnel enhancement requests that were made by Board Departments, but are not included in this Budget; approximately \$1,500,000 of the personnel requests pertained to staffing at the jails and were made prior to the explosion at the Central Booking and Detention Facility;
- (9) The Sheriff made the following requests, totaling \$4,352,300, which are not included in the Budget (a 3% COLA was included in the Budget for the Sheriff):
 - (a) Converting compensatory time earned on holidays to paid time – \$1,250,000
 - (b) Overtime paid instead of earning compensatory time – \$2,050,000
 - (c) Increase in operation costs – \$302,300
 - (d) 15 additional deputies – \$750,000
- (10) There will be a reserve of \$8,871,776 cash funded by September 30, 2015, for taxes associated with real property located on Santa Rosa Island; the County is escrowing an estimate of the taxes paid on the land, but not the improvements, on Santa Rosa Island;
- (11) There is \$2,400,000 included in the Budget for the DJJ (Department of Juvenile Justice) mandate and \$4,352,798 for the Medicaid mandate;

(Continued on Page 4)

REPORT OF THE BUDGET COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

- (12) There is \$2,465,000 included for payments to the City of Pensacola for its Tax Increment Financing Districts;
- (13) Through 2018, the EMS Fund will pay for all ambulance purchases; this was previously funded from LOST (Local Option Sales Tax); the fund allocated in LOST were re-tasked to pay for the Microwave System upgrade; and
- (14) This Budget does not include specific funding for costs associated with the flooding event (*of April 29, 2014*); and

B. Board Direction – None.

4. Judicial (Judges/Courts)

- A. Board Discussion – The C/W, on July 8, 2014, discussed Judicial (Judges/Courts), and the C/W:
 - (1) Was advised by the Honorable Jan Shackelford, Escambia County Judge, and Chair of the Court Emergency Management Group, that the proposed (*Fiscal Year 2014-2015*) budget for Court Administration includes an increase to fund the placement of Escambia County Sheriff's Deputies at the front doors at both the M.C. Blanchard Building and the JJC building; furthermore, Escambia County is the only County in the First Circuit that does not have Sheriff's Deputies at the front doors of the courthouse and is ranked #3 in the State, per capita, for violent crime;
 - (2) Heard comments from Commissioner Robinson, who expressed his support for the request and advised that, in discussions with Judge Shackelford, he requested that Chairman May "sit on that public safety committee" and that she "look at other Counties and Circuits around the State to see how they might do things so that we can be more efficient users of taxpayer dollars"; and

(Continued on Page 5)

REPORT OF THE BUDGET COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Continued...

A. Continued...

- (3) Heard comments from Commissioner May, who expressed his eagerness to have an open dialogue with Escambia County Judges and the Sheriff on working together to prevent crime in Escambia County; and

B. Board Direction – None.

Speaker:

Honorable Terry D. Terrell

5. Constitutional Officers

A. Board Discussion – The C/W, on July 8, 2014, discussed Constitutional Officers, and the C/W:

- (1) Heard an overview concerning the Proposed Fiscal Year 2014-2015 Budgets for Constitutional Officers, as follows:
 - (a) The Honorable Janet Holley addressed the proposed budget for the Tax Collector and advised that the Tax Collector's Budget is approved by the Department of Revenue and is not due until the end of July, thus, exact amounts cannot be presented at this time; furthermore, the fee the County is responsible to pay the Tax Collector for collecting property taxes and occupational licenses is \$4,358,133;
 - (b) The Honorable Chris Jones addressed the proposed budget for the Property Appraiser and advised that the proposed budget, which includes a 3% merit increase for employees, represents a 2.9% increase;
 - (c) The Honorable Pam Childers addressed the proposed budget for the Clerk of the Circuit Court and Comptroller and advised that the proposed budget represents a 3% increase, primarily due to an anticipated drop in the collection of recording fees;

(Continued on Page 6)

REPORT OF THE BUDGET COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Continued...

A. Continued...

(1) Continued...

(d) Michael Hardin, Chief Deputy, addressed the proposed budget for the Supervisor of Elections and advised that the proposed budget includes a 3% merit increase for employees; and

(e) Eric Haynes, Chief Deputy, addressed the proposed budget for the Sheriff's Office and advised that the Sheriff's requests, as stated by the County Administrator, include funding for overtime and 15 additional deputy positions; and

(2) Heard the request from Commissioner Valentino for a balance sheet reflecting cash on-hand balances, assets, and liabilities for all Constitutional Officers; and

B. Board Direction – None.

6. Outside Agencies

A. Board Discussion – The C/W, on July 8, 2014, discussed funding for Outside Agencies, and the C/W:

(1) Heard comments from Commissioner Robinson, who expressed his support for funding Outside Agencies funded through the General Fund at the Fiscal Year 2013-2014 level;

(2) Was advised by Commissioner Barry that, although the amounts adopted for Fiscal Year 2013-14 for the African-American Chamber of Commerce and the Century Chamber of Commerce reflect 0, both were funded in the amount of \$40,000 each; and

(3) Heard comments from Commissioner Robertson, who expressed his support for funding all Outside Agencies at the Fiscal Year 2013-2014 level; and

B. Board Direction – None.

REPORT OF THE BUDGET COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

7. County Departments

A. Board Discussion – The C/W on July 8 and 9, 2014:

- (1) Discussed the percentage of the TIF (Tax Increment Financing Fund) for CRA (Community Redevelopment Agency) Districts and agreed to a 50% increase;
- (2) Heard comments from Commissioner May, who expressed the importance of investing in human capital (i.e., crime prevention programs and programs that provide clean and safe neighborhoods);
- (3) Heard comments from Commissioner Barry, who expressed his desire to thoroughly examine the proposed budget and dictate priorities of dollars being spent;
- (4) Heard comments from Commissioner Robinson, who expressed his willingness to utilize \$2 million in Reserves to fund an increase in the "CRAs" (*TIF Districts*) and to assist with the Sheriff's budget;
- (5) Heard comments from Commissioner Robertson, who requested that the 3% "rate increase" remain in the Sheriff's budget, as well as for all other Constitutional Officers;
- (6) Heard a review of the proposed budget for the Public Works Department from Joy D. Blackmon, P.E., Director, and:
 - (a) Was advised by Commissioner Barry that he supports the Department's request for \$85,000 for a GPS monitoring system and requests that the Board consider funding a program, which would cost up to \$25,000, which enables someone to report fraud waste (e.g., a "How is my driving?" bumper sticker) and authorizing to staff to advertise an RFP (Request for Proposals) for such a program; and
 - (b) Heard the request from Ms. Blackmon that the Board consider allocating funds for additional RCOs (Road Correctional Officers) for the Corrections Department;

(Continued on Page 8)

REPORT OF THE BUDGET COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

7. County Departments – Continued

A. Continued...

- (7) Discussed the proposed budget for the County Attorney's Office, with comments from County Attorney Rogers;
- (8) Discussed the proposed budget for the Library, with comments from Darlene Howell, Library Administrator, Kathleen Dough-Castro, Public Information Manager, and David Musselwhite, Director, Information Technology;
- (9) Discussed the proposed budget for the Management and Budget Services Department, with comments from Amy Lovoy, Director;
- (10) Discussed the proposed budget for the Corrections Department, with comments from Gordon C. Pike, Director, Sandra Slay, Code Enforcement Division Manager, and heard Mr. Pike's request that the Board consider approving additional funding for Environmental Code Enforcement for demolition and site clean-up;
- (11) Discussed the proposed budget for the Community & Environment Department, with comments from Keith Wilkins, Director;
- (12) Discussed the proposed budget for the Solid Waste Department, with comments from Patrick Johnson, Director, and heard the request from Commissioner May that funding to monitor, and enforce violations of, (*borrow*) pits be included in this budget;
- (13) Discussed the proposed budget for the Community Affairs Department, with comments from Marilyn Wesley, Director, and John Robinson, Animal Services Manager;
- (14) Discussed the proposed budget for the Development Services Department, with comments from Horace Jones, Interim Director;
- (15) Discussed the proposed budget for the Building Inspections Department, with comments from Donald Mayo, Director;

(Continued on Page 9)

REPORT OF THE BUDGET COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

7. County Departments – Continued

A. Continued...

- (16) Discussed the proposed budget for the Parks and Recreation Department, with comments from Michael Rhodes, Director;
- (17) Discussed the proposed budget for the Human Resources Department, with comments from Thomas "Tom" Turner, Director, and Amy Lovoy, Director, Management and Budget Services Department;
- (18) Discussed the proposed budget for Public Safety, with comments from Michael Weaver, Director; and
- (19) Discussed the proposed budget for the Facilities Management Department, with comments from David Wheeler, Deputy Department Director; and

B. Board Direction – None.

8. Adjourn

Chairman May declared the C/W Workshop adjourned at 1:58 p.m. on July 9, 2014.

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD JULY 24, 2014
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(8:59 a.m. – 10:58 a.m.)

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Grover C. Robinson IV, District 4
Commissioner Gene M. Valentino, District 2
Commissioner Wilson B. Robertson, District 1
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Lizabeth Carew, Administrative Specialist, Clerk & Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda for the July 24, 2014, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter and County Attorney Rogers reviewed the Regular BCC Agenda, with comments from Derek Whidden, John Robinson, and Horace Jones;
 - B. Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
 - C. Horace Jones reviewed the Growth Management Report, with comments from Kerry Anne Schultz, Jessy Rigby, and David Hoxeng;
 - D. Judy H. Witterstaeter reviewed the County Administrator's Report, with comments from Amy Lovoy and Tammy Bohanon; and
 - E. County Attorney Rogers reviewed the County Attorney's Report.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD JULY 17, 2014
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:05 a.m. – 11:59 a.m.)

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Wilson B. Robertson, District 1
Commissioner Grover C. Robinson IV, District 4
Commissioner Gene M. Valentino, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

AGENDA NUMBER

1. Call to Order

Chairman May called the Committee of the Whole (C/W) Workshop to order at 9:05 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office, that the Meeting was advertised in the Pensacola News Journal on July 12, 2014, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule, July 14-July 18, 2014, Legal No. 1626846*.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Regional Drainage Program

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Storm Water Advisory Group*, presented by Joy D. Blackmon, P.E., Director, Public Works Department, and the C/W:

(1) Was advised by Ms. Blackmon that:

(a) The objectives of the Storm Water Advisory Group (SWAG) would be to:

- 1) Establish existing conditions (ensure that the empirical problems associated with the April flood are identified and incorporated into a master database);
- 2) Evaluate alternatives (prioritize investment opportunities and identify funding sources and develop alternatives in alignment to needs and funds);
- 3) Identify a preferred alternative (preferred alternative should be further developed with the appropriate technical research); and
- 4) Report (prepare and submit final report and recommendations to the Board of County Commissioners for review);

(b) Potential SWAG Committee Members are as follows:

- 1) The Escambia County Engineer
- 2) The City of Pensacola Engineer
- 3) A representative from FEMA (Federal Emergency Management Agency) and/or DEM (Department of Emergency Management)
- 4) A representative from FDEP (Florida Department of Environmental Protection) and/or NFWFMD (Northwest Florida Water Management District)
- 5) A representative from USACE (U.S. Army Core of Engineers)
- 6) A representative from FDOT (Florida Department of Transportation)
- 7) A representative from FES (Florida Engineering Society) and/or UWF (University of West Florida)

(Continued on Page 3)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

- (2) Heard comments from Commissioner Valentino, who expressed his support for the SWAG Committee;
- (3) Heard comments from Commissioner May, who expressed his support for the SWAG Committee and advised that he would like to see citizen representation;
- (4) Heard comments from Commissioner Robinson, who expressed his support for a drainage study and commented on various federal and local funding opportunities/sources that may become available to remedy drainage issues in Escambia County;
- (5) Heard comments from Commissioner Barry, who expressed his support for the SWAG Committee and requested that the issues concerning standing water in homes seven days after the rain (*flood event*) be addressed/remedied prior to the outcome of the study; and
- (6) Authorized the County Attorney to draft a Resolution establishing the SWAG Committee for Board approval; and

B. Board Direction – None.

4. Pensacola Beach Nourishment and Perdido Key Eminent Domain and Beach Nourishment

A. Board Discussion – The C/W discussed Pensacola Beach Nourishment and Perdido Key Eminent Domain and Beach Nourishment, and the C/W:

- (1) Was advised by Commissioner Robinson that it is his understanding that the Santa Rosa Island Authority (SRIA) is requesting that the Board consider loaning the SRIA \$8.5 million (*for a local match to re-nourish 8.2 miles of Pensacola Beach, from Park West to Park East*), to be repaid within a period of seven years, at a 2.5% fixed rate, and he supports the request;

(Continued on Page 4)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Continued...

A. Continued...

- (2) Was advised by Amy Lovoy, Director, Management and Budget Services Department, that the obvious source of funding to front the money would be from Local Option Sales Tax (LOST); however, a concern is that the payback period would be greater than the current round of LOST;
- (3) Was advised by Commissioner Barry that he is not opposed to approving the request, especially knowing that there is a (*State*) match, and prefers the idea of outside financing similar to the way the IHMC (*Institute of Human and Machine Cognition 2013 Capital Improvement Revenue Note*) financing was done several months ago;
- (4) Was advised by Commissioner Valentino he is strongly supporting Commissioner Robinson on the initiative going forward on Pensacola Beach, with the understanding that he supports beach nourishment on Perdido Key;
- (5) Heard the request from Commissioner Robertson that staff provide a definitive plan of finance, to be considered at the at the next meeting;
- (6) Upon inquiry from Commissioner Barry, was advised by Ms. Lovoy that she would prefer external financing of a seven-year loan, to be paid back with lease fees; and
- (7) Heard the request from Commissioner May that staff come back to the Board with available funding options and more information; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Golf Cart Issue on Pensacola Beach

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *SRIA Proposed Use of Golf Carts on Pensacola Beach*, presented by Joy D. Blackmon, P.E., Director, Public Works Department, and the C/W:

(1) Was advised by Ms. Blackmon that:

- (a) The Santa Rosa Island Authority has submitted a request seeking the Board's approval to allow legal operation of golf carts on all Pensacola Beach roadways;
- (b) Per Florida Statute, County maintained roadways with posted speed limits of 35 mph or less can be designated by the County as legal for golf cart travel, if the County determines that there are no safety issues; and
- (c) Staff has several concerns regarding safety and congestion, and she recommends the permissions for low speed vehicles, also known as "funny cars," remain status quo;

(2) Was advised by Commissioner Robertson that, if approved, the age limit for operating a golf cart should be restricted to the age limit for operating a motor vehicle (16 years of age) and the speed limit should be dropped to the maximum speed of a golf cart;

(3) Was advised by Commissioner Robinson that he cannot support anything other than the low speed vehicles for use on the main roads;

(4) Was advised by County Attorney Rogers that the Board has the following legal choices:

- (a) Adopt an Ordinance to allow golf carts on certain roadways; or
- (b) Adopt an Ordinance that will disallow low speed vehicles; and

(5) Agreed to leave restrictions on Pensacola Beach roadways as is; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

6. Landfill Issues

- A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Current Inspection Status*, presented by Andrew Holmer, Senior Urban Planner, Development Services Department, and Brent Schneider, Engineering and Environmental Quality Manager, Solid Waste Department, and the C/W:
- (1) Was advised by Commissioner Robertson that he would support administering a fee to cover the cost of monitoring and inspecting landfills for compliance;
 - (2) Was advised by County Administrator Brown that FDEP (Florida Department of Environmental Protection) is responsible for compliance testing and monitoring, and, if the County wants to conduct water testing different from what the State is currently doing, the County's Ordinance needs to be amended to outline those standards;
 - (3) Was advised by County Attorney Rogers that "Cease and Desist" orders can be posted on pits that are operating without permits and, if the orders are violated, they can be dealt with on a case-by-case basis;
 - (4) Heard the request from Commissioner Barry for an inventory of all pits in Escambia County prior to the second Public Hearing (*for consideration of establishing a six-month moratorium on permitting or re-permitting of borrow pits, borrow pit reclamation facilities, construction and demolition debris facilities, land clearance disposal facilities, and other landfill facilities*); and
 - (5) Heard the request from Commissioner Valentino that staff work with Shawn Hamilton, Director, Northwest District, FDEP, to identify responsibilities to be handled by FDEP and by County staff; and
- B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

7. Options for Housing the Displaced Central Booking and Detention Inmates

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *HOUSING OPTIONS FOR THE DISPLACED CBD INMATES*, presented by David Wheeler, Director, Facilities Management Department; Gordon Pike, Director, Corrections Department; Chris Murphree, Carter Global Lee; and Charlie Gonzales, Division Manager, GIS, and the C/W:

- (1) Heard comments from Commissioner Robertson, who suggested that the Escambia County Central Commerce Park may be a good location to rebuild the jail and advised that, because of the potential costs of housing inmates out of the area, he would like to authorize staff to work towards gathering information so that an RFQ (*Request for Qualifications*) for design/build can be advertised as soon as possible;
- (2) Heard comments from Commissioner Robinson, who advised that he would not support building a temporary facility and agreed that the County needs to begin this project as soon as possible;
- (3) Heard comments from Commissioner Barry, who advised that he would not support any options presented today until an RFI (*Request for Information*) for privately owned sites, between 40-50 acres in size, is advertised and the responses have been vetted;
- (4) Heard comments from Commissioner Valentino, who advised that the location means less to him than the concept of a “Jail Campus,” where various activities, such as training and rehabilitative services, could take place; and
- (5) Heard comments from Commissioner May, who advised that he would support simultaneously advertising an RFQ for (*design-build*) firms and an RFI for property and requested that staff develop a plan for the reuse of the old jail site; and

B. Board Direction – None.

8. Adjourn

Chairman May declared the C/W Workshop adjourned at 11:59 a.m.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6380

Growth Management Report 16. 1.

BCC Regular Meeting

Meeting Date: 08/21/2014

Issue: Review of Rezoning Cases heard by the Planning Board on July 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 July 1, 2014

That the Board take the following action concerning the rezoning cases heard by the Planning Board on July 1, 2014:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2014-09 and Z-2014-10 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-2014-09

Address: 7050 Pine Forest Rd
Property Reference: 24-1S-31-4301-001-001
No.:
Property Size: 7.45 (+/-) acres
From: R-1, Single-Family District, Low Density (4 du/acre)
To: C-2NA, General Commercial and Light Manufacturing District, (cumulative), Bars, Nightclubs and Adult Entertainment are Prohibited Uses (25 du/acre)
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 1
Requested by: Frank and Myrtle Buchanan, Owners
Planning Board: Approval
Recommendation:
Speakers: Fran Buchanan

2. Case No.: Z-2014-10

Address: 7040 Pine Forest Rd
Property Reference: 24-1S-31-4301-000-001
Property Size: 9.28 (+/-) acres

From: R-1, Single-Family District, Low Density (4 du/acre)
To: C-2NA, General Commercial and Light Manufacturing District,
(cumulative), Bars, Nightclubs and Adult Entertainment are
Prohibited Uses (25 du/acre)
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 1
Requested by: William P & Lola V Kittell, Owners
Planning Board Approval
Recommendation:
Speakers: William P. Kittell, Lisa Kirkman Kittell

BACKGROUND:

The above cases were owner initiated and heard at the July 1, 2014 Planning Board meeting. Under the Land Development Code (LDC) 2.08.00.E.1., “the Board of County Commissioners shall review the record and the recommendation of the Planning Board and either adopt the recommended order, modify the recommended order as set forth therein, reject the recommended order, or remand the matter back to the Planning Board for additional facts or clarification. Findings of fact or findings regarding legitimate public purpose may not be rejected or modified unless they are clearly erroneous or unsupported by the record. When rejecting or modifying conclusions of law, the Board of County Commissioners must state with particularity its reasons for rejecting or modifying the recommended conclusion of law and must make a finding that its substituted conclusion of law is as or more reasonable than the conclusion that was rejected or modified. However, the Board of County Commissioners may not modify the recommendation to a more intensive use 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-2014-09

Z-2014-10

Z-2014-09

PLANNING BOARD REZONING HEARINGS - JULY 1, 2014

17

1 * * *

2 CASE NO: Z-2014-09

3 Applicant: Frank A. And Myrtle M. Buchanan, Owners

4 Address: 7050 Pine Forest Road

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

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

9 MR. BRISKE: I see that Mr. Buchanan has

08:45AM 10 made it in. We will now move on to our next

11 case, which is Case Z-2014-09, Frank and

12 Myrtle Buchanan, Owners, 7050 Pine Forest

13 Road, from R-1 Single-Family District, low

08:45AM 14 density, four dwelling units an acre, to

15 C-2NA, General Commercial and Light

16 Manufacturing, cumulative, bars, nightclubs,

17 and adult entertainment are prohibited uses.

18 Members of the Board, on this case has

08:45AM 19 there been any ex parte communication between

20 you, the applicant, agents, attorneys,

21 witnesses, Planning Board members or anyone

22 from the general public? Also disclose if you

23 have visited the subject property or if you

08:45AM 24 are a relative or business associate of any of

25

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18

1 the parties.

2 MS. ORAM: No to all.

3 MS. HIGHTOWER: No to all.

4 MR. GOODLOE: No ex parte. I have visited

08:46AM 5 the site.

6 MR. BRISKE: The Chairman. No to all.

7 MR. TATE: No to all.

8 MR. WINGATE: No communication, but I did

9 visit the property.

08:46AM 10 MR. BRISKE: Thank you, Mr. Wingate.

11 Staff, on this case was notice sent to all

12 interested parties?

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

14 MR. BRISKE: Was that notice of hearing

08:46AM 15 posted on the subject property?

16 MS. HALSTEAD: Yes, sir.

17 MR. BRISKE: Okay. At this time, if there

18 are no objections from Mr. Buchanan, we'll

19 allow the staff to present the maps and

08:46AM 20 photography for the case. All right. Go

21 ahead, please.

22 MR. TATE: For the record, can I ask that

23 we expedite this case, as well, if

24 Mr. Buchanan is in favor of that?

08:46AM 25 MR. BRISKE: Mr. Buchanan, if you will

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19

1 come forward to the podium, please, sir.

2 Good morning, sir. We'll ask that you be

3 sworn in.

4 (Frank Buchanan sworn.)

08:47AM 5 MR. BRISKE: Please state your name and

6 address for the record, sir.

7 MR. BUCHANAN: My name is Frank Buchanan.

8 My address is 7050 Pine Forest Road.

9 MR. BRISKE: Thank you. Sir, have you

08:47AM 10 received a copy of the staff's

11 Findings-of-Fact?

12 MR. BUCHANAN: Yes.

13 MR. BRISKE: Do you understand that you

14 have the burden of providing substantial

08:47AM 15 competent evidence that the rezoning is

16 consistent with the Comprehensive Plan,

17 furthers the goals, objectives and policies of

18 that plan and is not in conflict with any

19 portion of the Land Development Code --

08:47AM 20 MR. BUCHANAN: Yes.

21 MR. BRISKE: Now, Mr. Tate is suggesting

22 that similar to what we did with the Kittells

23 that since the findings are in agreement you

24 can accept those findings and put a statement

08:47AM 25 on the record that expedites it or you can

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20

1 give your full presentation, whichever you

2 would prefer.

3 MR. BRISKE: I think the former that you

4 say.

08:48AM 5 MR. BRISKE: Do you accept the staff's

6 Findings-of-Fact and agree with those in this

7 case?

8 MR. BUCHANAN: Yes.

9 MR. BRISKE: Do you have anything else

08:48AM 10 that you wanted to add to the case?

11 MR. BUCHANAN: No, sir.

12 MR. BRISKE: Okay. There are no speakers

13 signed up for this case, as well. So the

14 pleasure of the Board.

08:48AM 15 MR. GOODLOE: Mr. Chairman, a motion.

16 MR. BRISKE: Yes, sir.

17 (Motion by Mr. Goodloe.)

18 MR. GOODLOE: I move that we recommend

19 approval of the rezoning application Z-2014-09

08:48AM 20 to the Board of County Commissioners and adopt

21 the Findings-of-Fact that have been presented

22 in the documents.

23 MR. BRISKE: Thank you, Mr. Goodloe.

24 MR. TATE: Second.

08:48AM 25 MR. BRISKE: Mr. Tate with a second. Any

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1 discussion? All those in favor, say aye.
 2 (Board members vote.)
 3 MR. BRISKE: Opposed?
 4 (None.)
 08:48AM 5 MR. BRISKE: The motion carries.
 6 (The motion carried unanimously.)
 7 MR. BRISKE: Sir, there will be a
 8 recommendation to the Board of County
 9 Commissioners for approval. They will have
 08:48AM 10 the final decision.
 11 MR. BUCHANAN: Thank you, sir.
 12 MR. BRISKE: Thank you.
 13 All right. Is there anything other
 14 business for the rezoning quasi-judicial
 08:49AM 15 hearing? Then we are adjourned. I think it's
 16 a new record.
 17 (Proceedings concluded at 8:49 a.m.)
 18
 19
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 24
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1 CERTIFICATE OF REPORTER
 2
 3 STATE OF FLORIDA
 4 COUNTY OF ESCAMBIA
 5
 6 I, LINDA V. CROWE, Court Reporter and
 7 Notary Public at Large in and for the State of
 8 Florida, hereby certify that the foregoing Pages 2
 9 through 21 both inclusive, comprise a full, true, and
 10 correct transcript of the proceeding; that said
 11 proceeding was taken by me stenographically, and
 12 transcribed by me as it now appears; that I am not a
 13 relative or employee or 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 18th day of July
 19 2014.
 20
 21
 22 _____
 23 LINDA V. CROWE, COURT REPORTER
 24 Notary Public - State of Florida
 25 My Commission No.: EE 860695
 My Commission Expires: 02-05-2017

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Planning Board-Rezoning

5. A.

Meeting Date: 07/01/2014
CASE : Z-2014-09
APPLICANT: Frank A. and Myrtle M. Buchanan, Owners
ADDRESS: 7050 Pine Forest Road
PROPERTY REF. NO.: 24-1S-31-4301-001-001
MU-U, Mixed-Use
FUTURE LAND USE: Urban
DISTRICT: 1
OVERLAY DISTRICT: N/A
BCC MEETING DATE: 08/21/2014

SUBMISSION DATA:

REQUESTED REZONING:

FROM: R-1, Single-Family District, Low Density, (4 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 1.1.10 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).

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 C-2NA 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 range of uses allows Retail and Services, Professional Office, 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.

6.05.05. R-1 single-family district, low density. A. Intent and purpose of district. This district is intended to be a single-family residential area with large lots and low population density. The maximum density is four dwelling units per acre. Refer to article 11 for uses and densities allowed in R-1, single-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-1 zoning located in the Scenic Highway Overlay District and RA-1(OL) Barrancas Redevelopment Area Overlay District.

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 major arterial roadway, Pine Forest Road, half mile from an arterial/arterial intersection. There is an existing residential structure on site which is currently a conforming use. The applicant has made it known 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 Land Development Code will apply. All other requirements of the Land Development Code will be evaluated for consistency during the Site Plan Review process.

CRITERION (3)

Compatible with surrounding uses.

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

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts R-1, P, C-2, C-1, and RR. Eighteen single family residence, one school property, one wholesale property, six existing commercial properties, and two vacant commercial properties. Although there are existing residential uses located nearby, the subject parcel is buffered by natural vegetation to the East and separated by existing roadways to the West 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 **changed** conditions that would impact the amendment or property(s). Conditional Use Cases CU-2002-10, 7009 Pine Forest Road and CU-2007-01, 1965 Pine Forest Road. Staff also found several rezoning cases Z-2002-43 at 7036 Pine Forest Road, Z-2002-44 at 7030 Pine Forest Road, Z-2002-45 at 7020 Pine Forest Road, Z-2002-46 at 7012 Pine Forest Road, Z-2002-47 at 7016 Pine Forest Road, Z-2002-48 at 7016 Pine Forest Road, and Z-2009-08 at 7011 Pine Forest Road were all approved from C-1 to C-2. Case Z-2006-80 at 1665 Cope Lane was approved by the Planning Board but denied by the BCC from R-1 to C-1. Case Z-2004-08 at 7215 and 7211 Pine Forest Road was approved from ID-CP to C-1.

CRITERION (5)

Effect on natural environment.

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

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were** indicated on the subject property. 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 7.45 acre parcel would allow for a large continuous portion of commercial to development along Pine Forest Road that is consistence with existing C-2 and C-1 surrounding zoned parcels. Eight parcels in the surrounding area have been rezoned to either C-1 or C-2 do to the commercial development and future along Pine Forest Road. Equally important, the proposed amendment will promote infill development and enhance the use of open space providing buffering for the existing contiguous residential uses.

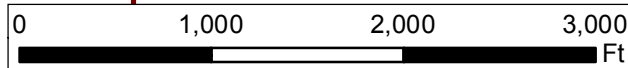
Attachments

Z-2014-09

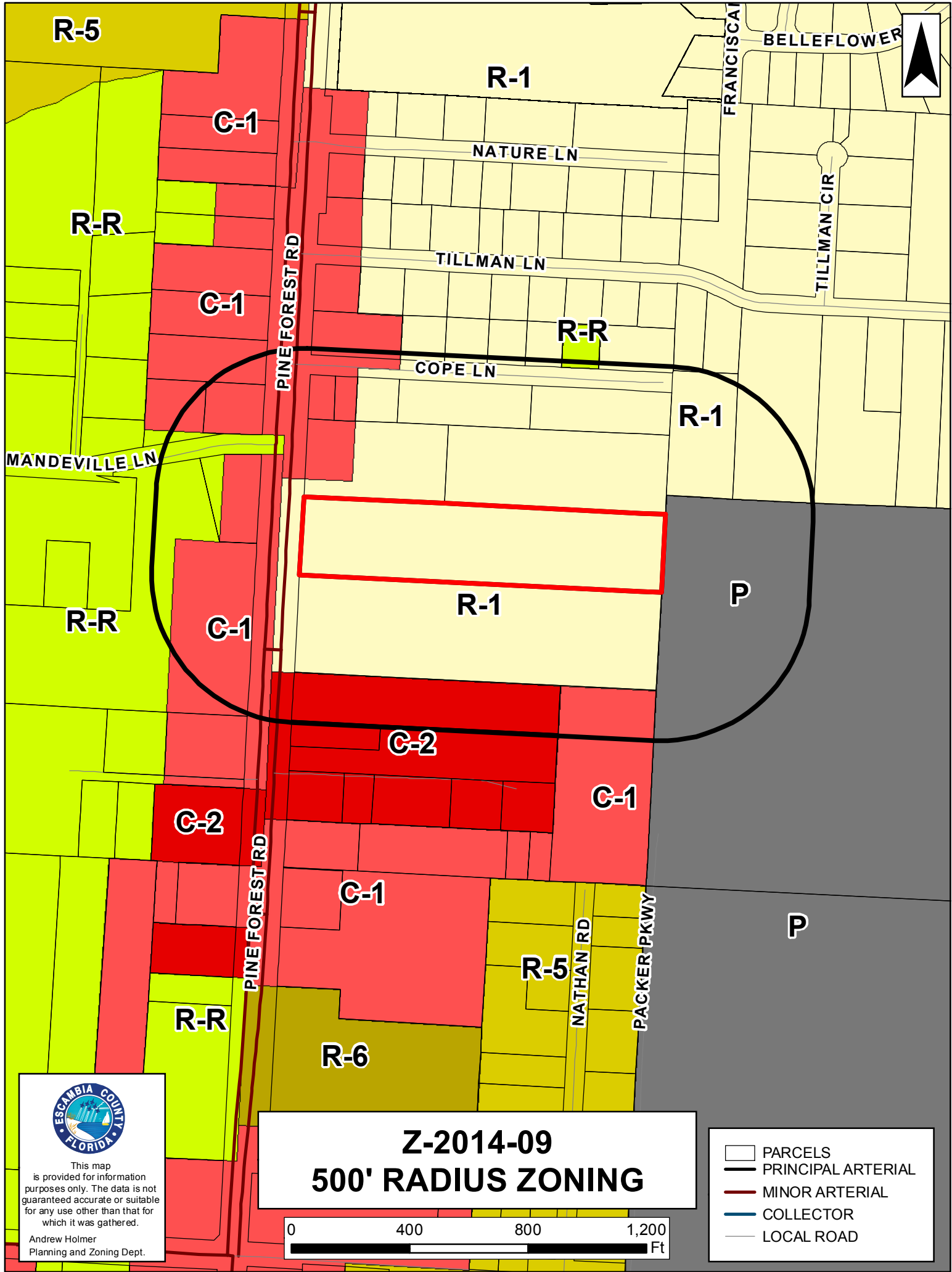


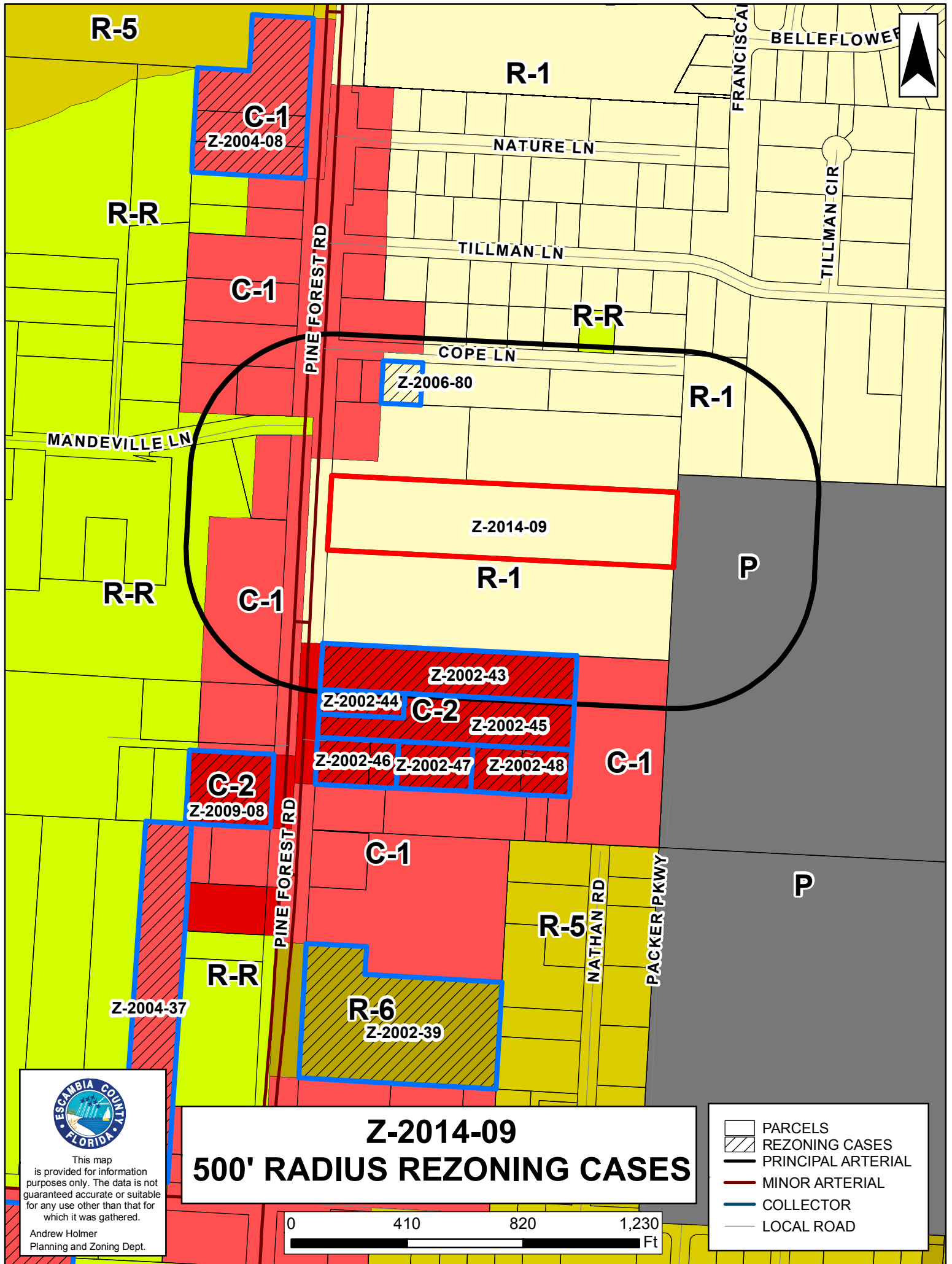

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Andrew Holmer
Planning and Zoning Dept.


Z-2014-09 LOCATION MAP



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

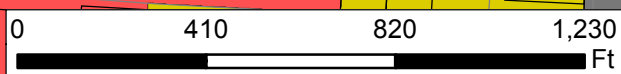










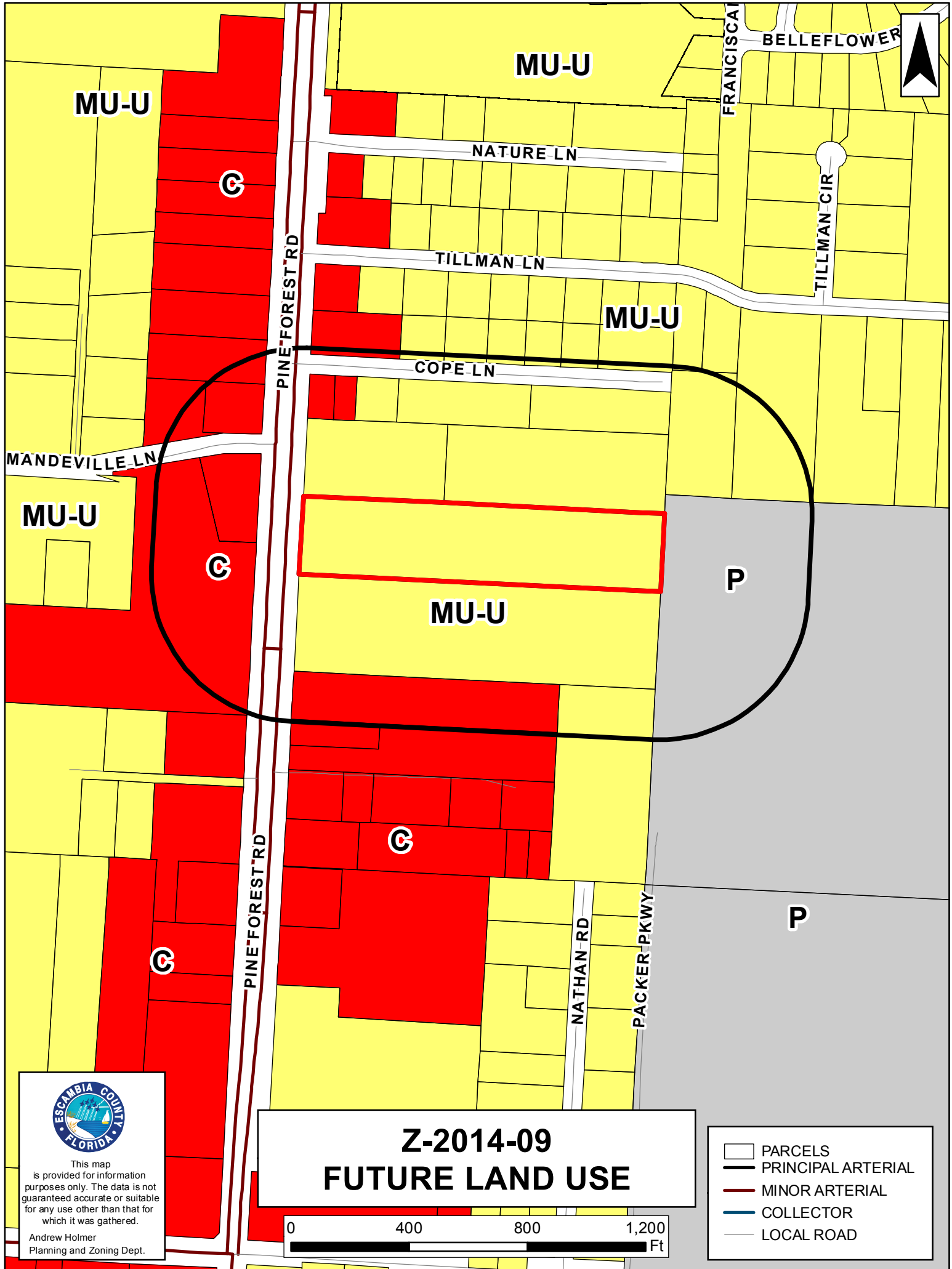

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.

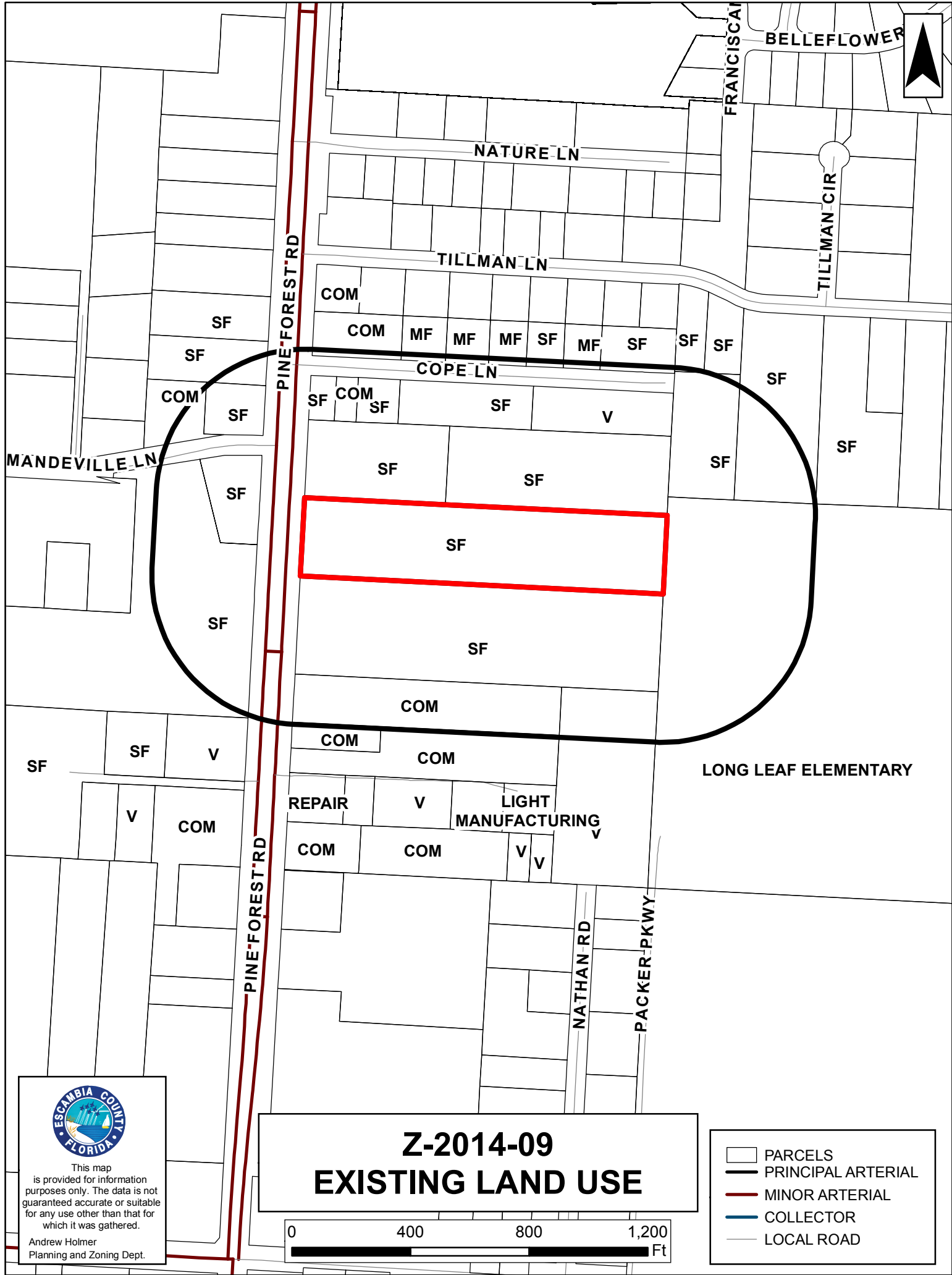
Z-2014-09

500' RADIUS REZONING CASES



-  PARCELS
-  REZONING CASES
-  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-2014-09 EXISTING LAND USE

0 400 800 1,200
Ft

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



COPE LN

PINE FOREST RD



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

Andrew Holmer
Planning and Zoning Dept.

Z-2014-09 AERIAL MAP

0 200 400 600 Ft

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



Public Hearing Sign



Public Hearing Sign Looking North along Pine Forest



NOTICE OF
PUBLIC HEARING
REZONING

PROPOSED
ZONING

PLANNING BOARD

DATE OF THE
HEARING

LOCATION OF HEARING

OFFICIALS: JAMES COOPER
JERRY W. ALLEN
JAMES W. ALLEN

Looking Northeast Onto The Property



Looking East Onto The Property



Looking South Along Pine Forest



Looking West Along Pine Forest



Looking Northwest Along Pine Forest

LETTER OF REQUEST 7050 PINE FOREST ROAD REZONING REQUEST from R-1 to C-2 NA

The attached application is a request for rezoning of the property located at 7050 Pine Forest Road from R-1 to C-2 NA. We support this request as follows:

- 1) Consistency with the Comprehensive Plan: The current plan for this property is for mixed use urban allowing for 25 dwellings per acre. If changed to C-2 NA, it would maintain the same density
- 2) Consistency with this code: This 7.45 acre parcel is located adjacent to a C-1 property to the north. Our C-2 NA request is consistent with the code. To the south there are 8 parcels zoned C-2 and the property located at 7040 Pine Forest is also requesting rezoning to more closely match those parcels.
- 3) Compatibility with surrounding uses: In addition to being adjacent to a C-1 property to the north, it is abutted by county owned, undeveloped property to the East which is woodlands and undeveloped.
- 4) Changed conditions: A parcel was recently rezoned in 2013, Z-2013-21. Although there are no plans to sell or develop this property in the near future, development in this area appears to be going in this direction and as evident by the attached map, you'll see that this property and the one to the South are surrounded entirely by C-1 and C-2 zoned parcels. This parcel is 2 miles from I-10, 1 mile from Five Flags Speedway, and less than a mile from the new Wal-Mart at Mobile Hwy. and Pine Forest. Other commercial businesses include Stone Textures, a C-2 parcel two doors South of this property which has a large warehouse and outside storage. Other businesses in the adjacent area are Superior Granite, Tom Thumb, Family Dollar, Veranda Retirement, Specialty Care Center, and dozens of other businesses as well as a County Fire Department.
- 5) Effect on natural environment: There are no wetland issues or environmental impacts.
- 6) Development patterns: As per the attached map, most of the development on Pine Forest Road is commercial, leaving this and only the adjacent parcel to the South as the only remaining parcels that are not commercially zoned.

The rezoning of such large lots on Pine Forest Road approximately 2 miles from I-10 could create a positive economic development advantage to the county, perhaps for an industrial park project to service our area or for future Airbus needs in Mobile.

Proposed Zoning Inquiry Report

Parcel Site Address: 7040 PINE FOREST RD

Parcel Ref (link to Property Appraiser): [24-1S-31-4301-000-001](#)

Zoning Existing (Please Contact Planning and Zoning to discuss a Comparison of the Zoning Changes): R-1

Zoning Proposed: MDR

Information about the Proposed Category: [Click Here](#)

Interactive Map: [Click Here](#)

Future Land Use Category: MU-U

Proposed Zoning Inquiry Report

Parcel Site Address: 7050 PINE FOREST RD

Parcel Ref (link to Property Appraiser): [24-1S-31-4301-001-001](#)

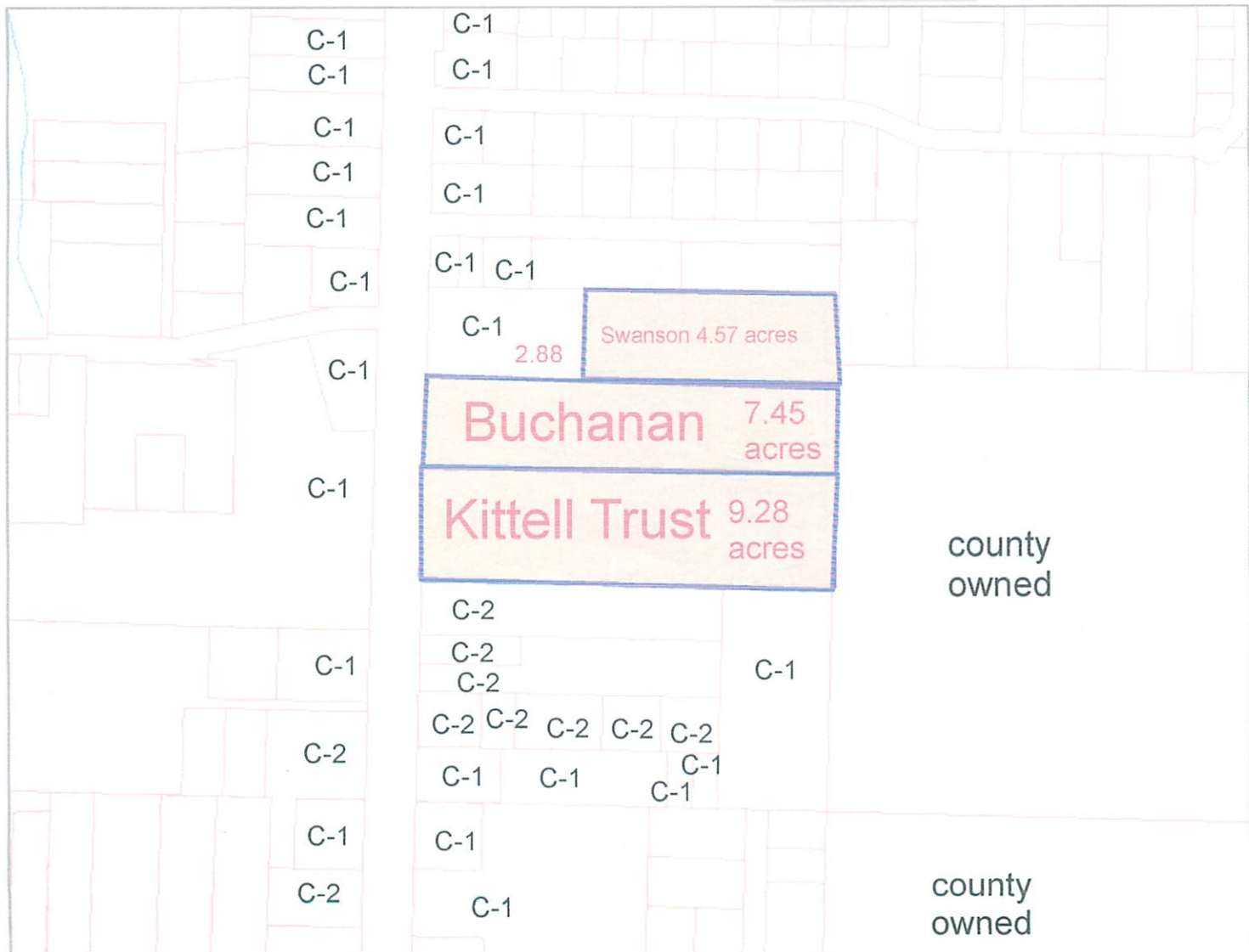
Zoning Existing (Please Contact Planning and Zoning to discuss a Comparison of the Zoning Changes): R-1

Zoning Proposed: MDR

Information about the Proposed Category: [Click Here](#)

Interactive Map: [Click Here](#)

Future Land Use Category: MU-U





Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:

☐ Administrative Appeal

☐ Development Order Extension

☐ Conditional Use Request for: _____

☐ Variance Request for: _____

☒ Rezoning Request from: R-1 to: C2NA

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

Owner(s) Name: Frank & Myrtle Buchanan Phone: 850-712-2371

Address: 7050 Pine Forest Rd Email: _____

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

Property Address: 7050 Pine Forest Rd

Property Reference Number(s)/Legal Description: 24-1S-31-4301-001-001

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.

Frank A Buchanan
Signature of Owner/Agent

Frank A. Buchanan
Printed Name Owner/Agent

5/5/2014
Date

Myrtle Buchanan
Signature of Owner

Myrtle Buchanan
Printed Name of Owner

5/5/2014
Date

STATE OF Florida

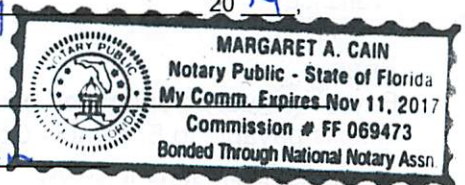
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 5th day of May, 2014,
by Frank + Myrtle Buchanan.

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

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

Margaret A Cain
Printed Name of Notary



FOR OFFICE USE ONLY

CASE NUMBER: Z-2014-09

Meeting Date(s): 7/1/2014; BCC 8/21/14 Accepted/Verified by: A Cain Date: 6/4/14

Fees Paid: \$1,270.50 Receipt #: _____ Permit #: PRZ 140600010



Development Services Department

Escambia County, Florida

APPLICATION INSTRUCTIONS

Prior to Application Submittal

Please contact the Development Services Department located at 3363 West Park Place (595-3475) to make an appointment for a pre-application meeting with a Planner to personally discuss your site and prospective plans for it, to review the application forms and criteria with you, to answer any questions you may have, and/or any possible alternatives.

Application Submittal

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). In order for the application request to proceed in a timely manner, all items on the application forms and checklist (attached herein) must be completed and submitted prior to the deadline, scheduling a pre-application meeting with a Planner is recommended. Any incomplete application or application submitted after the deadline will not be accepted by staff.

The owner and/or agent acting in his/her behalf, must sign the certification(s) where indicated on the application. If an agent is handling the request, the owner must submit an Affidavit of Ownership & Limited Power of Attorney (attached herein) authorizing said agent to act in his/her behalf. Signatures must be properly notarized and dated no more than sixty (60) days prior to application submittal.

No guarantee is made for the approval of any petition. Fees are non-refundable regardless of the decision.

Public Hearing(s)

It is the Applicant's burden to show consistency with all applicable criteria. **NOTE:** The applicant, or his/her agent, must be present at the Board of Adjustment or Planning Board meeting. For rezoning requests, it is also highly recommended that he or she be present at the subsequent Board of County Commissioners meeting.

Public Notice

Per the Land Development Code Article 2: A legal notice/advertisement will be published in the Pensacola News Journal and a sign(s) will be posted on the property by Development Services Department (DSD) prior to the hearing. Current property owners near the subject property will be notified of the proposed request via postcard by DSD at least fifteen (15) days prior to the hearing (see table below). Staff will obtain the list of mailing addresses from the Escambia County Property Appraiser's Office website (escpa.org).

Application Type:	Who will receive a postcard? Property owners:
Rezoning	within 500 foot radius of the subject property
Conditional Use	
Administrative Appeal	
Conditional Use – Sale of Alcohol	within 500 foot radius of the subject property and any places of worship and/or day care facility within 1,000 feet
Variance	directly abutting the subject property (excluding properties across the street)

Fees

Payments must be submitted prior to 3pm of the closing date for acceptance of application. Please make checks payable to Escambia County. Development Services Department accepts MasterCard and Visa.

Board of Adjustment (BOA)	Planning Board – Rezoning
\$1,270.50 - Conditional Use	\$1,270.50 for a rezoning request of one parcel
\$423.50 - Variance	\$2,117.50 for a rezoning request of two contiguous parcels*
\$677.60 - Administrative Appeal	\$2,117.50 plus \$84.70 for each additional parcel for more than two contiguous parcels*
\$211.75 - Development Order Extension	

*Lots separated by a street or roadway or by other lots/parcels are not considered contiguous. All lots must be owned by the same applicant in order to receive the discounted fee.



Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2014-09

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 24-1S-31-4301-001-001

Property Address: 7050 Pine Forest Rd

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 5th DAY OF May, YEAR OF 2014.

Frank A. Buchanan
Signature of Property Owner

Frank Buchanan
Printed Name of Property Owner

5/5/2014
Date

Myrtle Buchanan
Signature of Property Owner

Myrtle Buchanan
Printed Name of Property Owner

5-5-14
Date



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #:

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

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

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

- ☐ Planning Board and the Board of County Commissioners to request a rezoning on the above
referenced property.
- ☐ Board of Adjustment to request a(n) _____ on the above referenced property.

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

Agent Name: _____ Email: _____

Address: _____ Phone: _____

Signature of Property Owner

Printed Name of Property Owner

Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF _____ COUNTY OF _____

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

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

Signature of Notary

Printed Name of Notary

(Notary Seal)

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
09-1240-500		See Below	06	241S31-4301-001-001

2013 Real Estate 0104411.0000

OFFICE
(850) 438-6500

S - 017769 / 029429 1-74048 JMS51696

BUCHANAN FRANK A & MYRTLE M
 7050 PINE FOREST RD
 PENSACOLA FL 32526-3920

7050 PINE FOREST RD
 S 265 FT OF N 330 FT OF
 SW1/4 OF SE1/4
 LESS W 100 FT FOR PINE
 See Tax Roll for extra legal.



AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	235,911	50,000	185,911	1,230.08
PUBLIC SCHOOLS					
By Local Board	2.2480	235,911	25,000	210,911	474.13
By State Law	5.3090	235,911	25,000	210,911	1,119.73
SHERIFF	0.6850	235,911	50,000	185,911	127.35
M.S.T.U. Library	0.3590	235,911	50,000	185,911	66.74
WATER MANAGEMENT	0.0400	235,911	50,000	185,911	7.44
<p><i>pd 11/25/2013</i> <i>to escrow</i> <i>Acct. # 1028</i></p>					
<p>ESCAMBIA COUNTY TAX COLLECTOR * P.O. BOX 1312 * PENSACOLA, FL 32591-1312</p>					
TOTAL MILLAGE		15.2575	AD VALOREM TAXES		3025.47

RETAIN THIS
 PORTION
 FOR
 YOUR
 RECORDS

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
FIRE		170.00
<p>QUESTIONS ON ITEMS IN THIS SECTION ONLY, CALL (850) 595-4960</p>		
NON-AD VALOREM ASSESSMENTS		170.00

PLEASE
 PAY ONLY
 ONE
 AMOUNT
 SHOWN IN
 YELLOW
 SHADED
 AREA

COMBINED TAXES AND ASSESSMENTS	3195.47	PAY ONLY ONE AMOUNT	See reverse side for important information
--------------------------------	---------	---------------------	--

Nov 30 2013	Dec 31 2013	Jan 31 2014	Feb 28 2014	Mar 31 2014	Apr 30 2014
\$ 3067.65	\$ 3099.61	\$ 3131.56	\$ 3163.50	\$ 3195.47	\$ 3229.38

AMOUNT
 DUE
 IF PAID
 BY

INSTRUCTIONS AND INFORMATION

CONTACT INFORMATION: QUESTIONS AND PROBLEMS

Tax Collector Office (850) 438-6500 ext. 3252 Fax (850) 432-3601 • www.escambiataxcollector.com • E-mail: ectc@escambiataxcollector.com • 213 Palafox Place, Pensacola, FL 32502

Tax Collector: Responsible for preparation and mailing of tax notices based on information contained on the current tax roll certified by the Property Appraiser and non-ad valorem assessments provided by the levying authorities.

Property Appraiser: (Homestead Exemptions) Responsible for preparation of the current ad valorem tax roll, assessed value, exemptions, taxable value, assessed owner(s) name and address, address changes, and legal property description.
Phone (850) 434-2735, 221 Palafox Place, Suite 300, Pensacola, FL 32502. Web: www.escpa.org

Taxing Authorities: Responsible for setting ad valorem millage rates.

Levying Authorities: Responsible for setting non-ad valorem assessments.

GENERAL INSTRUCTIONS

If you have ***sold the property*** described on this notice, please forward this notice to the new owner or return it to the Tax Collector's office immediately.

Please verify the description of the property. **If any errors in the description are found, notify the Property Appraiser (850) 434-2735 as soon as possible.** This notice covers taxes for the calendar year January 1 through December 31 of the year indicated on the front. (Non-ad valorem assessments may be an exception.)

Tangible Personal Property is a tax on personal property used in your business or rental unit such as equipment, furniture, and fixtures. The assessment is made by the Property Appraiser based upon a return you should have filed by April 1. If no return was filed, your assessment was based on the **best information** available. If your business operated during any part of the year, the taxes are due in full. There is no provision for proration. If you sold the business during the year, please forward this bill to the new owner or return it to the Tax Collector's office immediately.

DISCOUNTS FOR EARLY PAYMENTS AND PAYMENT OPTIONS

Discounts for early payments have been computed for you on the bottom of this notice. Please pay only one amount.

Schedule of Discounts: 4% in November 3% in December 2% in January 1% in February

Discounts are determined by postmark of payment. If discount period ends on a Saturday, Sunday, or legal holiday, discount is extended to the next business day only if delivered to a tax collector office that day during normal business hours.

If the postmark indicates your payment was mailed on or after April 1 (delinquent date), the amount due is determined by the date your payment is **RECEIVED** by the Tax Collector.

Payments may be made by mail, phone, in person, and online. Payment by credit card will be charged a convenience fee. If paying by mail, please keep the top portion of the bill along with your cancelled check. ***Please note, your taxes are not "paid" until your check clears the bank.***

DELINQUENT TAX INFORMATION

Taxes become ***delinquent*** April 1.

NOTE: Prior year(s) tax amount is subject to increase if certificate is purchased or tax deed application is filed before payment is received.

For ***real estate taxes***, a 3% minimum mandatory charge is imposed on April 1, and an advertising charge and additional fees are added May 1. Tax sale certificates will be sold on all unpaid accounts on or before June 1, resulting in additional charges. Taxes paid after certificate is issued must be in cash or certified funds.

NOTICE TO TAXPAYERS ENTITLED TO HOMESTEAD EXEMPTION. If your income is low enough to meet certain conditions, you may qualify for a deferred tax payment plan on homestead property. An application to determine eligibility is available in the county Tax Collector's office.

For ***tangible personal property taxes***, interest accrues at 1 ½% per month plus advertising and fees. Tax warrants will be issued on all unpaid personal property taxes.

IMPORTANT DATES

March 1	Deadline to file any new exemptions with Property Appraiser
March 31	Deadline for Tax Deferral Application
March 31	Last day for tax payment without interest
April 1	All taxes become delinquent
April 30	Deadline for new applications to enroll in installment plan
November	Tax bills mailed

Installment Payment Dates:

June	First Quarter
September	Second Quarter
December	Third Quarter
March	Fourth Quarter



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: 241S314301001001 ³ Account: 091240500 Owners: BUCHANAN FRANK A & MYRTLE M Mail: 7050 PINE FOREST RD PENSACOLA, FL 32526 Situs: 7050 PINE FOREST RD 32526 Use Code: SINGLE FAMILY RESID ³ 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: \$145,090 Land: \$196,698 Total: \$341,788 <i>Save Our Homes:</i> \$235,911 Disclaimer Amendment 1/Portability Calculations												
Sales Data <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> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller		Sale Date	Book	Page	Value	Type	Official Records (New Window)	None						2013 Certified Roll Exemptions HOMESTEAD EXEMPTION Legal Description ³ S 265 FT OF N 330 FT OF SW1/4 OF SE1/4 LESS W 100 FT FOR PINE FOREST ROAD... Extra Features BARN FRAME BUILDING
Sale Date	Book	Page	Value	Type	Official Records (New Window)									
None														

Parcel Information
[Launch Interactive Map](#)

Section Map
Id: 24-1S-31

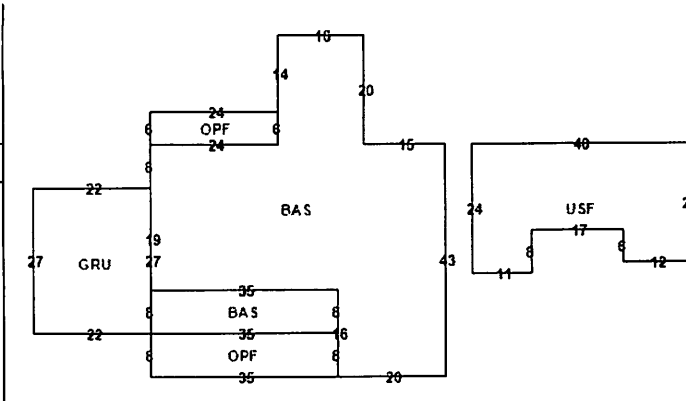
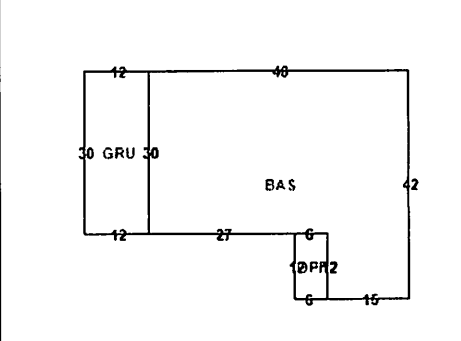
Approx. Acreage: 7.4500

Zoned: ³ R-1

Evacuation & Flood Information
 Open Report

Buildings
 Building 1 - Address: 7050 PINE FOREST RD, Year Built: 1966, Effective Year: 1966

Structural Elements DECOR/MILLWORK-AVERAGE DWELLING UNITS-1.00 EXTERIOR WALL-BRICK-FACE EXTERIOR WALL-VINYL SIDING FLOOR COVER-CARPET FLOOR COVER-VINYL/CORK FOUNDATION-WOOD/SUB FLOOR HEAT/AIR-CENTRAL H/AC	
---	--

<p>INTERIOR WALL-DRYWALL-PLASTER NO. PLUMBING FIXTURES-9.00 NO. STORIES-2.00 ROOF COVER-DIMEN/ARCH SHNG ROOF FRAMING-GABLE-HI PITCH STRUCTURAL FRAME-WOOD FRAME</p>	
<p>Areas - 4223 Total SF BASE AREA - 2405 GARAGE UNFIN - 594 OPEN PORCH FIN - 424 UPPER STORY FIN - 800</p>	
<p>Building 2 - Address: 7050 PINE FOREST RD REAR, Year Built: 1975, Effective Year: 1975</p>	
<p>Structural Elements DECOR/MILLWORK-NONE DWELLING UNITS-1.00 EXTERIOR WALL-SIDING-BLW.AVG. FLOOR COVER-CONCRETE-FINISH FOUNDATION-SLAB ON GRADE HEAT/AIR-UNIT HEATERS INTERIOR WALL-UNFINISHED NO. PLUMBING FIXTURES-2.00 NO. STORIES-1.00 ROOF COVER-COMPOSITION SHG ROOF FRAMING-GABLE STRUCTURAL FRAME-WOOD FRAME</p>	
<p>Areas - 2052 Total SF BASE AREA - 1620 GARAGE UNFIN - 360 OPEN PORCH FIN - 72</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.

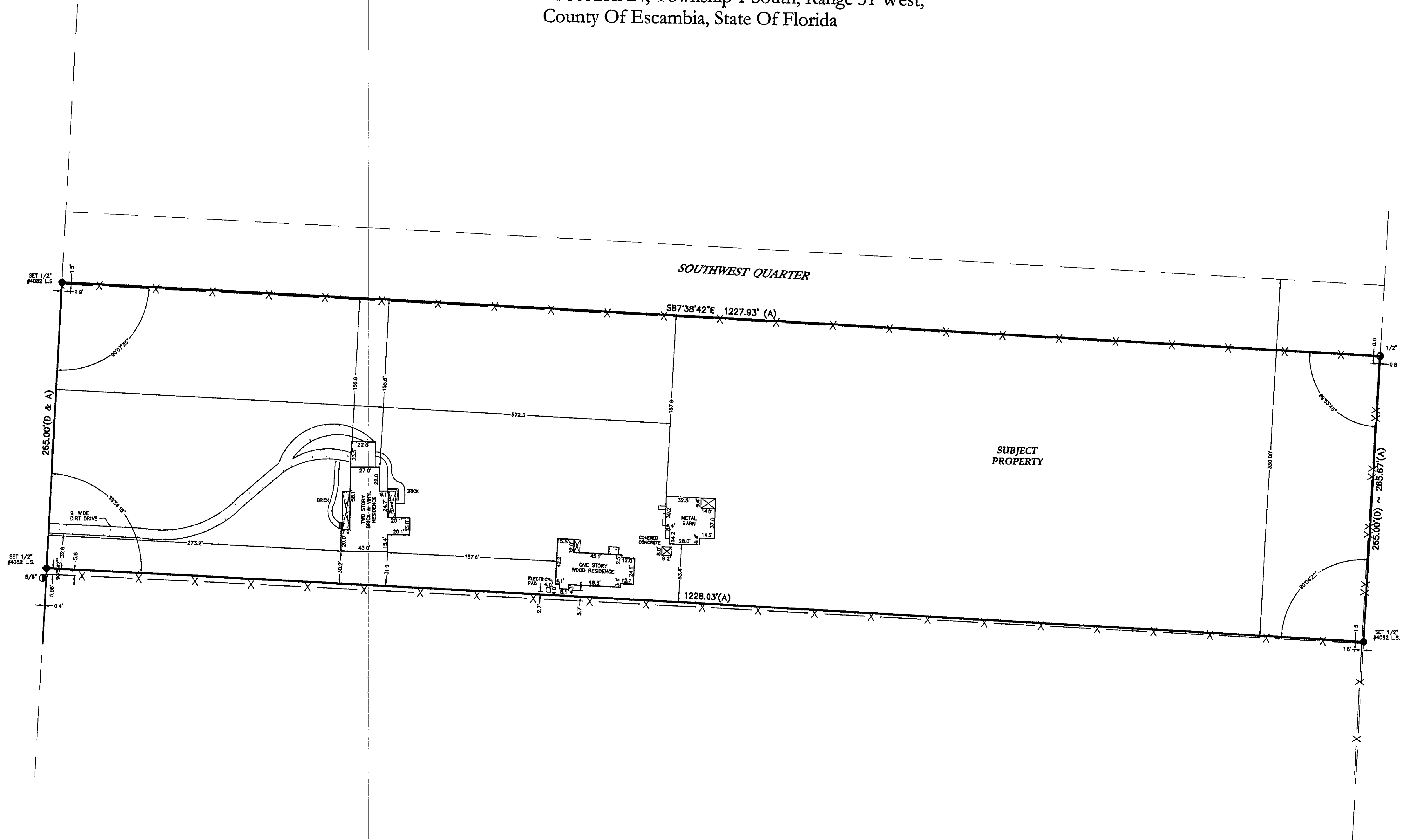
Last Up-dated: 04/28/2014 (v. 3235)

Escambia County Property Appraiser
241S314301001001 - Full Legal Description

S 265 FT OF N 330 FT OF SW1/4 OF SE1/4 LESS W 100 FT FOR PINE FOREST ROAD OR 258 P 107

BOUNDARY SURVEY

A Portion Of Section 24, Township 1 South, Range 31 West,
County Of Escambia, State Of Florida



Address: 1750 Pine Forest Road

The address shown hereon is based on information furnished by the client and/or their agents. Said address has not been verified with the US Postal Service. Any certifications shown hereon do not apply or cover the said address.

NOTICE: THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATE

I hereby certify the survey shown hereon meets the minimum technical standards, set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.051 and 5J-17.052, Florida administrative code, pursuant to Section 472.027, Florida Statutes.

Joel C. Walters, R.L.S. No. 4082
State of Florida

LAND DESCRIPTION

The South two hundred sixty-five (265) feet of the North three hundred thirty (330) feet of the Southwest 1/4 of the Southeast 1/4, in Section 24, Township 1 South, Range 31 West, Less the West one hundred (100) feet thereof, for Pine Forest Road right-of-way.

Source of Information: Recorded Deed Description as furnished by client. There may be additional restrictions, easements and/or right-of-ways that were not furnished to this firm that may be found in the public records of said County. Footings, foundations or any other subsurface structures not located. No title work performed by this firm.

This drawing reflects only those building setback lines that are noted and/or appear on the recorded plat.

LEGEND:

4" x 4" (P.R.M.) Permanent Reference Monument Found 4" x 4" Concrete Monument Found Capped Iron Rod Found Iron Rod Unnumbered Found Iron Pipe Unnumbered Found
(P.C.P.) Permanent Control Point Found Nail & disk Found 1/2" Capped Iron Rod L.S. #4082 Set Utility Pole Guy Anchor Wire E-T-C Aerial Electric, Telephone, Cable Lines Ele- Elevation
Chain Link Fence Wire Fence Wood Fence R/W - Right of Way B.S.L. - Building Setback Line CONC - Concrete C - Centerline P - Property Line P.O.L. - Point on Line CM - Concrete Monument
P.O.C. - Point of Commencement P.O.B. - Point of Beginning P.C. - Point of Curvature P.T. - Point of Tangency P.I. - Point of Intersection P.R.C. - Point of Reverse Curvature P.C.C. - Point of Compound Curvature
R - Radius Δ - Delta L - Length of Arc C - Chord CB - Chord Bearing T - Tangent (P) - Plat (D) - Description or Deed (A) - Actual (TYP) - Typical L.B. - Licensed Business L.S. - Licensed Surveyor
Indicates Covered Benchmark Set Hub & Tack N.R. - Non-Radial N.T.S. - Not to Scale

LAND SURVEYING

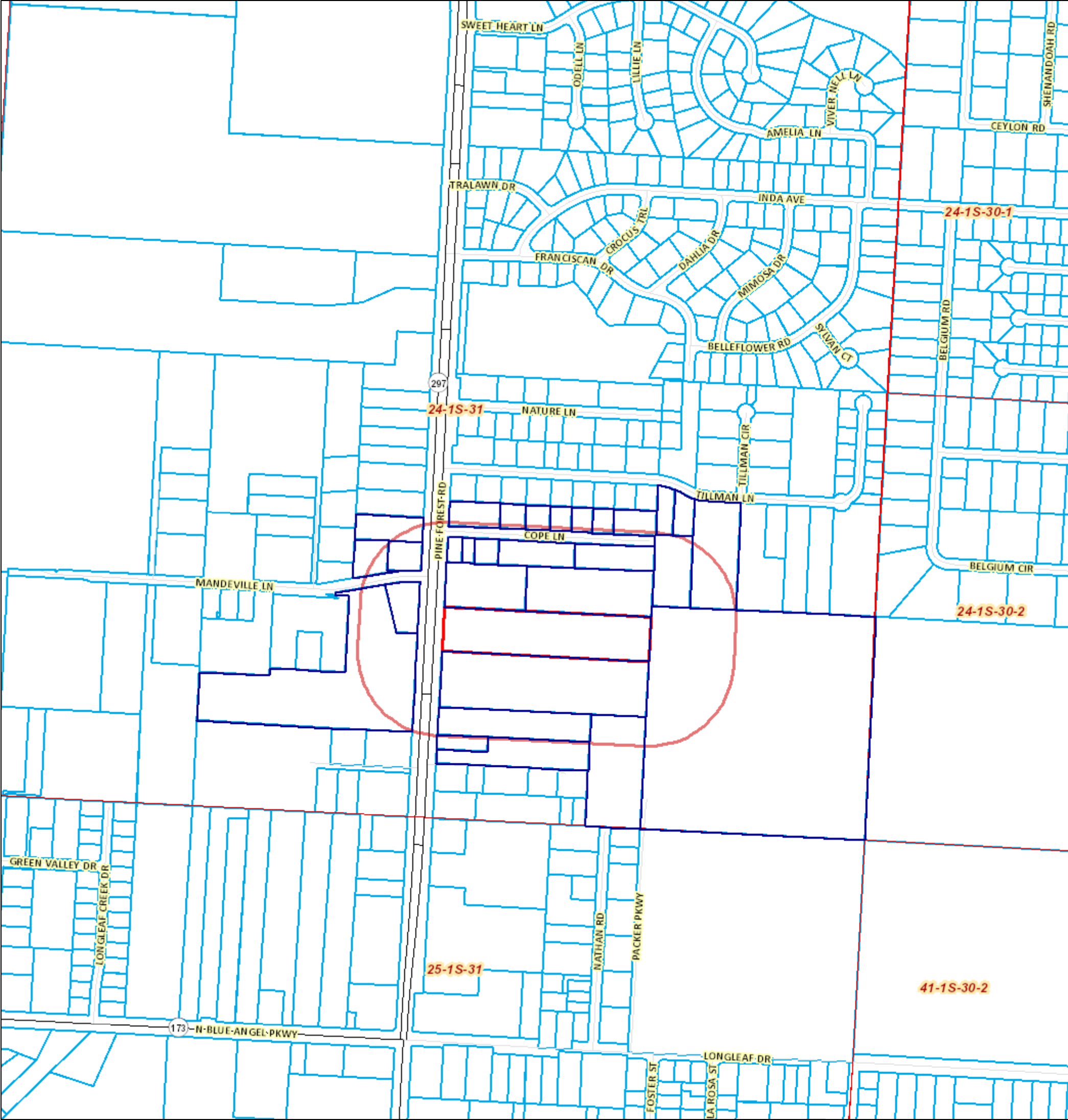
JOEL WALTERS
TELEPHONE NO.

REVISIONS DATE

JOB NO. 14-05-013 SCALE: 1"=50'
CAD FILE: 140503 REQUESTED BY: LSA KIRKMAN
DATE OF SURVEY: 05/29/2014 FIELD BOOK: 643 PAGE: 64-66
ENCLOSURES: AS SHOWN

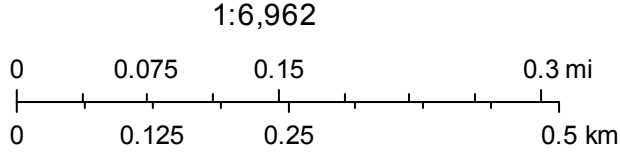
1
SHEET 1 OF 1
FILE NO. 0-1143

Chris Jones Escambia County Property Appraiser



June 5, 2014

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line



BUCHANAN FRANK A & MYRTLE M
7050 PINE FOREST RD
PENSACOLA, FL 32526

JERNIGAN GLEN M & LOUISE
PO BOX 17858
PENSACOLA, FL 32522

BANKSTON RICKY E & ANTOINETTE L
6814 CEDAR RIDGE DR
PENSACOLA, FL 32526

LOVELACE STEVEN
PO BOX 37411
PENSACOLA, FL 32526

WICKER THOMAS W & CARMEN I
1924 COPE LN
PENSACOLA, FL 32526

PRICE BETTY C &
7333 MIMOSA DR
PENSACOLA, FL 32526

JEMASY INC
3235 MAGGIE BLVD
ORLANDO, FL 32811

JEMASY INC
3532 MAGGIE BLVD
ORLANDO, FL 32811

COLE GENE E & CAROLYN M
1965 COPE LN
PENSACOLA, FL 325263931

MCGEHEE TERRY &
7101 PINE FOREST RD
PENSACOLA, FL 32526

COPELAND DONALD L SR &
3240 GREEN VALLEY DR
PENSACOLA, FL 32526

SWANSON CARL D JR &
7060 PINE FOREST RD
PENSACOLA, FL 32526

COTTON PATRICIA BRAMBLETT
2006 BROYHILL LN
PENSACOLA, FL 32526

GLEATON ERIC L
102 E NINE MILE RD
PENSACOLA, FL 32534

REYNOLDS ROBERT E & DELORES C
2810 MANDEVILLE LN
PENSACOLA, FL 32526

SWANSON INC
7060 PINE FOREST RD
PENSACOLA, FL 32526

BEECH ELLIS L &
1920 COPE LN
PENSACOLA, FL 32526

KADAR INC
7011 PINE FOREST RD
PENSACOLA, FL 32514

KITTELL LOLA V TRUSTEE
7040 PINE FOREST RD
PENSACOLA, FL 325263920

DESTIN DEVELOPERS LLC
PO BOX 576
DESTIN, FL 32540

WHITE DON M SR
9003 N DAVIS HWY
PENSACOLA, FL 32514

DLM PENSACOLA PROPERTIES LLC
7020 PINE FOREST RD
PENSACOLA, FL 32526

BOWEN WILLIAM M
1900 COPE LN
PENSACOLA, FL 32526

RENO CAROLYN P
1913 COPE LN
PENSACOLA, FL 32526

COOLBAUGH NELDA JEAN TRUSTEE
FOR
1935 TILLMAN LN
PENSACOLA, FL 32526

ARD ALAN D & JACQUELYN K
1931 TILLMAN LN
PENSACOLA, FL 32526

SCHOOL BOARD OF ESCAMBIA CO
75 N PACE BLVD
PENSACOLA, FL 32505

ARD KEITH D
1869 COPE LN
PENSACOLA, FL 32526

FERGUSON ROBERT
1911 TILLMAN LN
PENSACOLA, FL 32526



Development Services Department

Building Inspections Division

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

RECEIPT

Receipt No. : **608892**

Date Issued. : 06/04/2014

Cashier ID : TMCOOEY

Application No. : PRZ140600010

Project Name : Z-2014-09

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	1033	\$1,270.50	App ID : PRZ140600010
		\$1,270.50	Total Check

Received From : FRANK A. BUCHANAN

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

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ140600010	700423	1,270.50	\$0.00	7050 PINE FOREST RD, PENSACOLA, FL

Total Amount :

1,270.50

\$0.00

Balance Due on this/these
Application(s) as of 7/18/2014



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: 7-1-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2-2014-09 OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against _____

*Name: FRANK BECHANAN

*Address: 7050 PINE FOREST RD. *City, State, Zip: 32526

Email Address: fabpns@bellsouth.net Phone: 944-2237
712-2371

Please indicate if you:

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

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

All items with an asterisk * are required.

Chamber Rules

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

Z-2014-10

PLANNING BOARD REZONING HEARINGS - JULY 1, 2014

9

1 (Board members vote.)
 2 MR. BRISKE: Opposed?
 3 (None.)
 4 MR. BRISKE: The motion carries.
 08:38AM 5 (The motion carried unanimously.)
 6 MR. BRISKE: The rezoning hearing package
 7 with staff's findings and the legal
 8 advertisement will be marked and included in
 9 the record as Composite Exhibit A for all of
 08:38AM 10 today's cases.
 11 (Exhibit A, Rezoning Hearing Package and
 12 the Legal Advertisement, was identified and
 13 admitted.)
 14 (Transcript continues on Page 10.)
 15 * * *
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VOID

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10

1 * * *
 2 CASE NO: Z-2014-10
 3 Applicant: William P. and Lola V. Kittell, Owners
 4 Address: 7040 Pine Forest Road
 5 From: R-1, Single-Family District, Low Density,
 6 (4 du/acre)
 7 To: C-2NA, General Commercial and Light
 8 Manufacturing District,
 9 (cumulative) Bars, Nightclubs, and Adult
 10 Entertainment are Prohibited Uses
 11 (25 du/acre)
 12
 08:38AM 13 MR. BRISKE: We have two cases today and
 14 we're going to take them out of order here
 15 because the first one on the agenda the
 08:38AM 16 gentleman had a slight delay and is not here
 17 yet, so we are going to go directly into
 18 Z-2014-10, William and Lola Kittell, Owners,
 19 7040 Pine Forest Road, R-1, Single-Family
 20 District, low density, to C-2NA, General
 08:38AM 21 Commercial and Light Manufacturing District,
 22 cumulative, bars, nightclubs and adult
 23 entertainment are prohibited, 25 dwelling
 24 units per acre.
 08:39AM 25 MR. TATE: Mr. Chairman?
 MR. BRISKE: Yes, sir.
 MR. TATE: I'm just inquiring as to
 whether or not the folks that are in the room

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11

1 are the applicants and, if so, whether or not
 2 there's anybody else signed up to speak in
 3 either way against this.
 4 MR. BRISKE: I believe that these are the
 08:39AM 5 folks that are for this case, 2014-10, and I
 6 have no other speakers.
 7 MR. TATE: It's not a matter of time this
 8 morning because we're not really pushed on the
 9 schedule, but because of the staff's
 08:39AM 10 Findings-of-Fact agreeing in favor with the
 11 applicant, I'm just wondering if we can accept
 12 what's in the record and move through this in
 13 an expedited manner.
 14 MR. BRISKE: Hold on just a moment. If
 08:39AM 15 you would please withdraw your motion and let
 16 me get the ex parte communication out of the
 17 way first.
 18 Members of the Board, I will ask if
 19 there's been any ex parte communication.
 08:40AM 20 UNIDENTIFIED SPEAKER: Excuse me. I have
 21 one question. I was told if my husband was
 22 out of the town at the next meeting with the
 23 Commissioners that I would have to have spoken
 24 here in order to speak on his behalf at the
 08:40AM 25 next meeting. Is that important?

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12

1 MR. BRISKE: Yes, ma'am. We're going to
 2 give you an opportunity to come up and speak
 3 here in just a minute. I think what Mr. Tate
 4 was getting to, a lot of times when the staff
 08:40AM 5 is in agreement with the applicant, we don't
 6 have to belabor the point and you can say I
 7 agree with their findings and we kind of go
 8 through it a lot quicker. It makes it easier.
 9 Members of the Board, I'll ask if you've
 08:40AM 10 had any ex parte communication between you,
 11 the applicant, agents, attorneys, witnesses,
 12 fellow Planning Board members or anyone from
 13 the general public? Also please report if you
 14 have visited the subject property and disclose
 08:40AM 15 if you are a relative or business associate of
 16 the any of the parties.
 17 MS. ORAM: Good morning. No to all.
 18 MS. HIGHTOWER: Good morning. No to all.
 19 MR. GOODLOE: Yes, sir. No ex parte, but
 08:41AM 20 I have visited the site.
 21 MR. BRISKE: The Chairman. No to all.
 22 MR. TATE: No to all.
 23 MR. WINGATE: No communication, but I did
 24 visit the site.
 08:41AM 25 MR. BRISKE: Thank you, Mr. Wingate.

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PLANNING BOARD REZONING HEARINGS - JULY 1, 2014

13

1 Staff, was a notice of hearing sent to all
2 interested parties?
3 MS. HALSTEAD: Yes, sir, it was.
4 MR. BRISKE: Was that notice of hearing
08:41AM 5 posted on the subject property?
6 MS. HALSTEAD: Yes, sir.
7 MR. BRISKE: Now it's at this time in the
8 hearing where we typically have the staff
9 present the photography and maps for the
08:41AM 10 property. If you would like to come forward,
11 Ms. Kittell, we'll get you on the record here
12 and that way, you know, we're sure that you
13 will be able to speak, as well. If you will
14 raise your right hand and be sworn in please.
08:41AM 15 (Lisa Kirkman Kittell sworn.)
16 MR. BRISKE: Please state your name and
17 address for the record.
18 MS. KITTELL: Lisa Kirkman Kittell, 5106
19 Treahna, T-R-E-A-H-N-A, Road, Pensacola,
08:42AM 20 32526.
21 MR. BRISKE: Thank you. Ms. Kittell, have
22 you received a copy of the staff's rezoning
23 hearing package?
24 MS. KITTELL: Yes, sir.
08:42AM 25 MR. BRISKE: Do you understand that you

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14

1 have the burden of providing substantial
2 competent evidence that the proposed rezoning
3 is consistent with the Comprehensive Plan,
4 furthers the goals, objectives and policies of
08:42AM 5 that plan and is not in conflict with any
6 portion of the Land Development Code?
7 MS. KITTELL: Yes, sir.
8 MR. BRISKE: Let's just pause for one
9 second. Mr. West, if she's going to -- I'm
08:42AM 10 sorry, Mr. Ross.
11 If she's going to agree with staff's
12 Findings-of-Fact and accept that as her
13 testimony, will that give her an adequate
14 chance to speak at the Board of County
08:43AM 15 Commissioners?
16 MR. ROSS: I believe it would so long as
17 she keeps her testimony within the parameters
18 of those criterion.
19 MR. BRISKE: The reason I'm asking that,
08:43AM 20 is because obviously everything is verbatim
21 that's on the record here, if you want to
22 acknowledge that you agree with the staff's
23 Findings-of-Fact and then that will give the
24 Board here an opportunity to go ahead and
08:43AM 25 consider it since we have no other speakers on

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15

1 it.
2 MS. KITTELL: Yes, sir, I agree with their
3 findings.
4 MR. TATE: Just so you're aware of this,
08:43AM 5 at that next meeting that is the limit of what
6 they will allow you to say, is what you say
7 here, so if you have anything other than that
8 that you just want to have on the record, this
9 is the place where that is necessary. Now the
08:43AM 10 thing about that is there is no one else here
11 to speak either for or against and at that
12 next meeting no one else will be allowed to
13 speak for or against, so you have that
14 protection, as well.
08:44AM 15 MS. KITTELL: The only thing that I would
16 add is that Mr. Buchanan is here representing
17 the parcel next to ours and I think that our
18 request is made more reasonable by the fact
19 that the two properties are so large and
08:44AM 20 adjacent to one another.
21 MR. BRISKE: That would fall into the
22 locational criteria. Anything else you would
23 lying to add?
24 MS. KITTELL: No.
08:44AM 25 MR. BRISKE: Mr. Tate, are you ready to

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16

1 make a motion?
2 (Motion by Mr. Tate.)
3 MR. TATE: I move that we find in favor of
4 rezoning this property from R-1,
08:44AM 5 Single-Family, to C-2NA, specifically for Case
6 Z-2014-10.
7 MR. BRISKE: Okay. We have a motion. Is
8 there a second?
9 MR. BRISKE: And accept staff's
08:44AM 10 Findings-of-Fact as the basis of our evidence.
11 MR. WINGATE: I second.
12 MR. BRISKE: Second by Mr. Wingate. Any
13 further discussion? All those in favor, say
14 aye.
08:45AM 15 (Board members vote.)
16 MR. BRISKE: Opposed?
17 (None.)
18 MR. BRISKE: The motion carries
19 unanimously.
08:45AM 20 (The motion carried unanimously.)
21 MR. BRISKE: That will be our
22 recommendation to the Board of County
23 Commissioners.
24 (Conclusion of Z-2014-10. The transcript
25 continues on Page 16.)

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Planning Board-Rezoning

5. B.

Meeting Date: 07/01/2014
CASE : Z-2014-10
APPLICANT: William P. and Lola V. Kittell, Owners
ADDRESS: 7040 Pine Forest Road
PROPERTY REF. NO.: 24-1S-31-4301-000-001
MU-U, Mixed-Use
FUTURE LAND USE: Urban
DISTRICT: 1
OVERLAY DISTRICT: N/A
BCC MEETING DATE: 08/21/2014

SUBMISSION DATA:

REQUESTED REZONING:

FROM: R-1, Single-Family District, Low Density, (4 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 1.1.10 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).

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 C-2NA **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 range of uses allows Retail and Services, Professional Office, 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.

6.05.05. R-1 single-family district, low density. A. Intent and purpose of district. This district is intended to be a single-family residential area with large lots and low population density. The maximum density is four dwelling units per acre. Refer to article 11 for uses and densities allowed in R-1, single-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-1 zoning located in the Scenic Highway Overlay District and RA-1(OL) Barrancas Redevelopment Area Overlay District.

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 major arterial roadway, Pine Forest Road, half mile from an arterial/arterial intersection. There is an existing residential structure on site which is currently a conforming use. The applicant has made it known 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 Land Development Code will apply. All other requirements of the Land Development Code will be evaluated for consistency during the Site Plan Review process.

CRITERION (3)

Compatible with surrounding uses.

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

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts R-1, P, C-2, C-1, and RR. Eight single family residences, one school property, one wholesale property, eight existing commercial properties, and six vacant commercial properties. Although there are existing residential uses located nearby, the subject parcel is buffered by natural vegetation to the East and separated by existing roadways to the West 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 **changed** conditions that would impact the amendment or property(s). Conditional Use Cases CU-2002-10, 7009 Pine Forest Road and CU-2007-01, 1965 Pine Forest Road. Staff also found several rezoning cases Z-2002-43 at 7036 Pine Forest Road, Z-2002-44 at 7030 Pine Forest Road, Z-2002-45 at 7020 Pine Forest Road, Z-2002-46 at 7012 Pine Forest Road, Z-2002-47 at 7016 Pine Forest Road, Z-2002-48 at 7016 Pine Forest Road, and Z-2009-08 at 7011 Pine Forest Road were all approved from C-1 to C-2. Case Z-2006-80 at 1665 Cope Lane was approved by the Planning Board but denied by the BCC from R-1 to C-1. Case Z-2004-08 at 7215 and 7211 Pine Forest Road was approved from ID-CP to C-1.

CRITERION (5)

Effect on natural environment.

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

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were** indicated on the subject property. 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 9.28 acre parcel would allow for a large continuous portion of commercial to development along Pine Forest Road that is consistence with existing C-2 and C-1 surrounding zoned parcels. Eight parcels in the surrounding area have been rezoned to either C-1 or C-2 do to the commercial development and future along Pine Forest Road. 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-2014-10

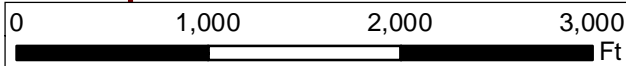




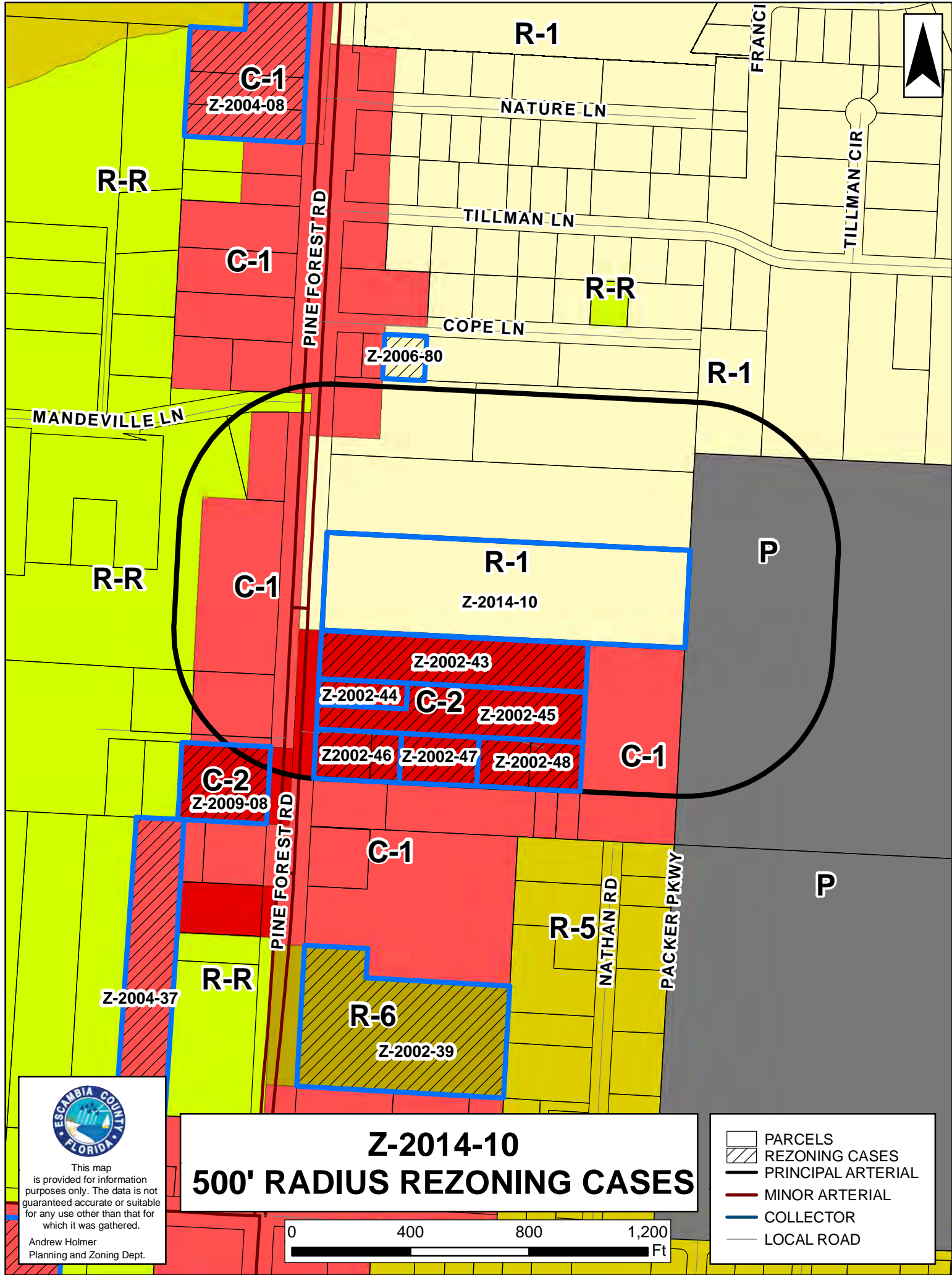
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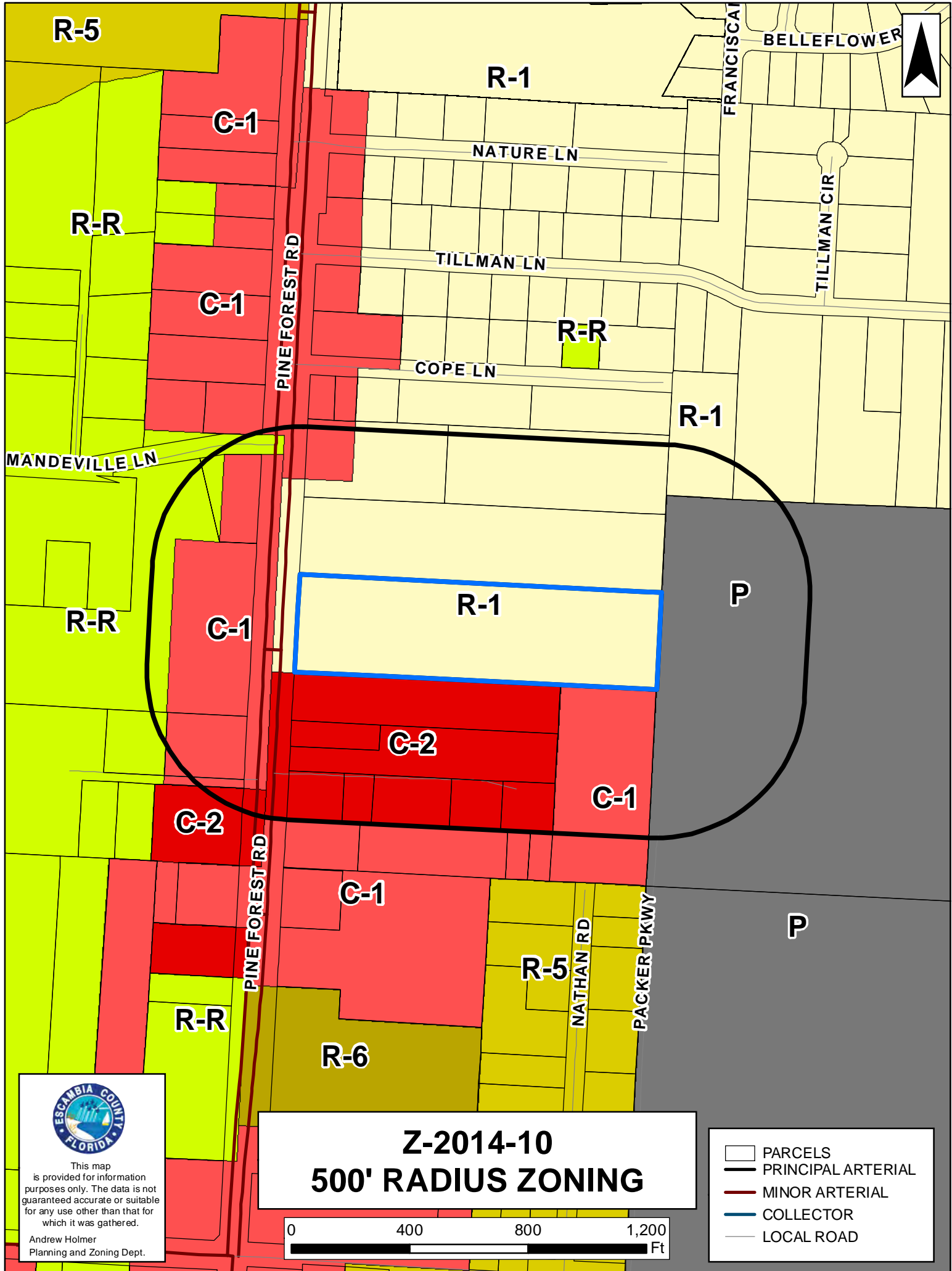
Andrew Holmer
Planning and Zoning Dept.

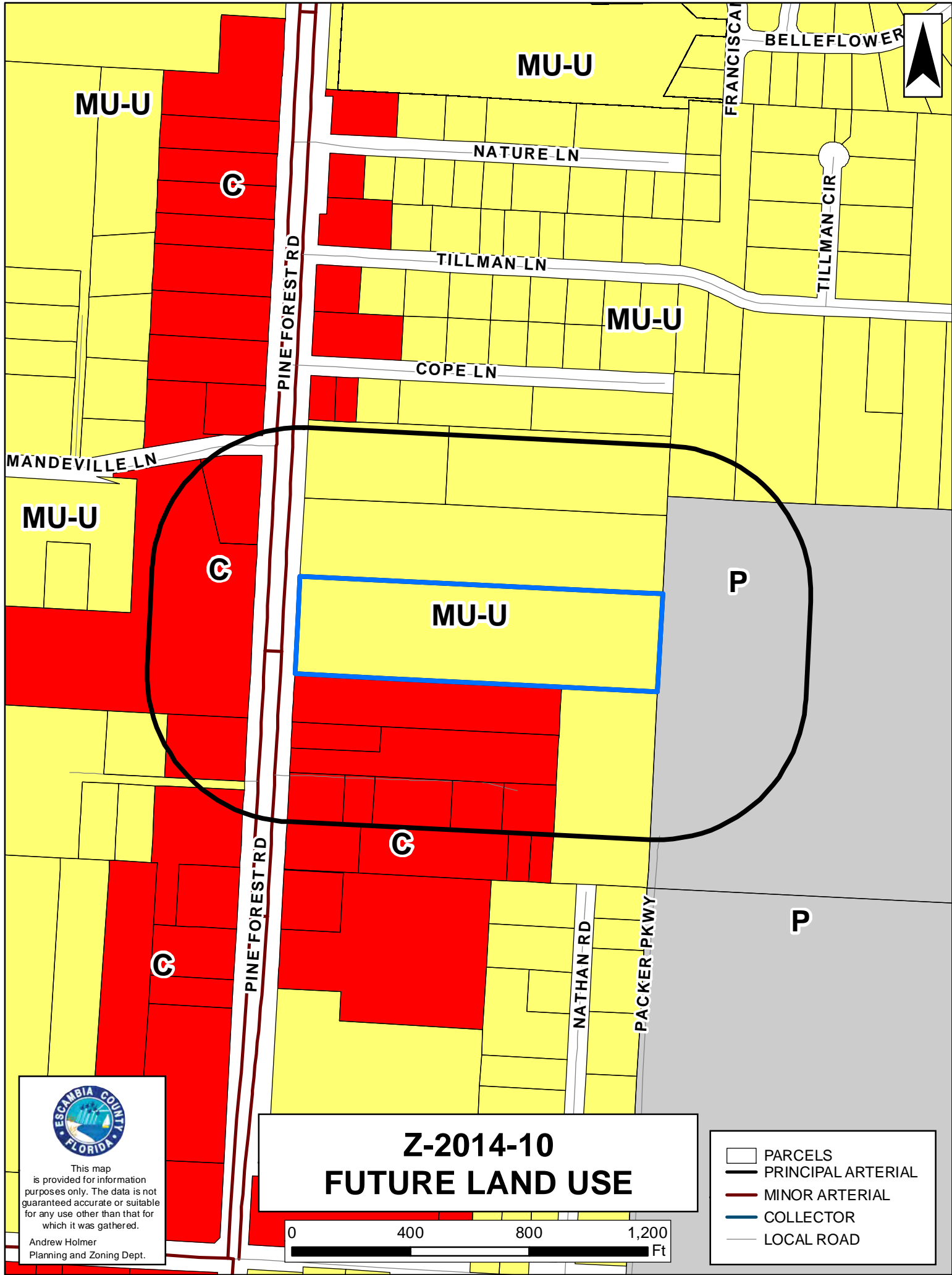
Z-2014-10
LOCATION MAP



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

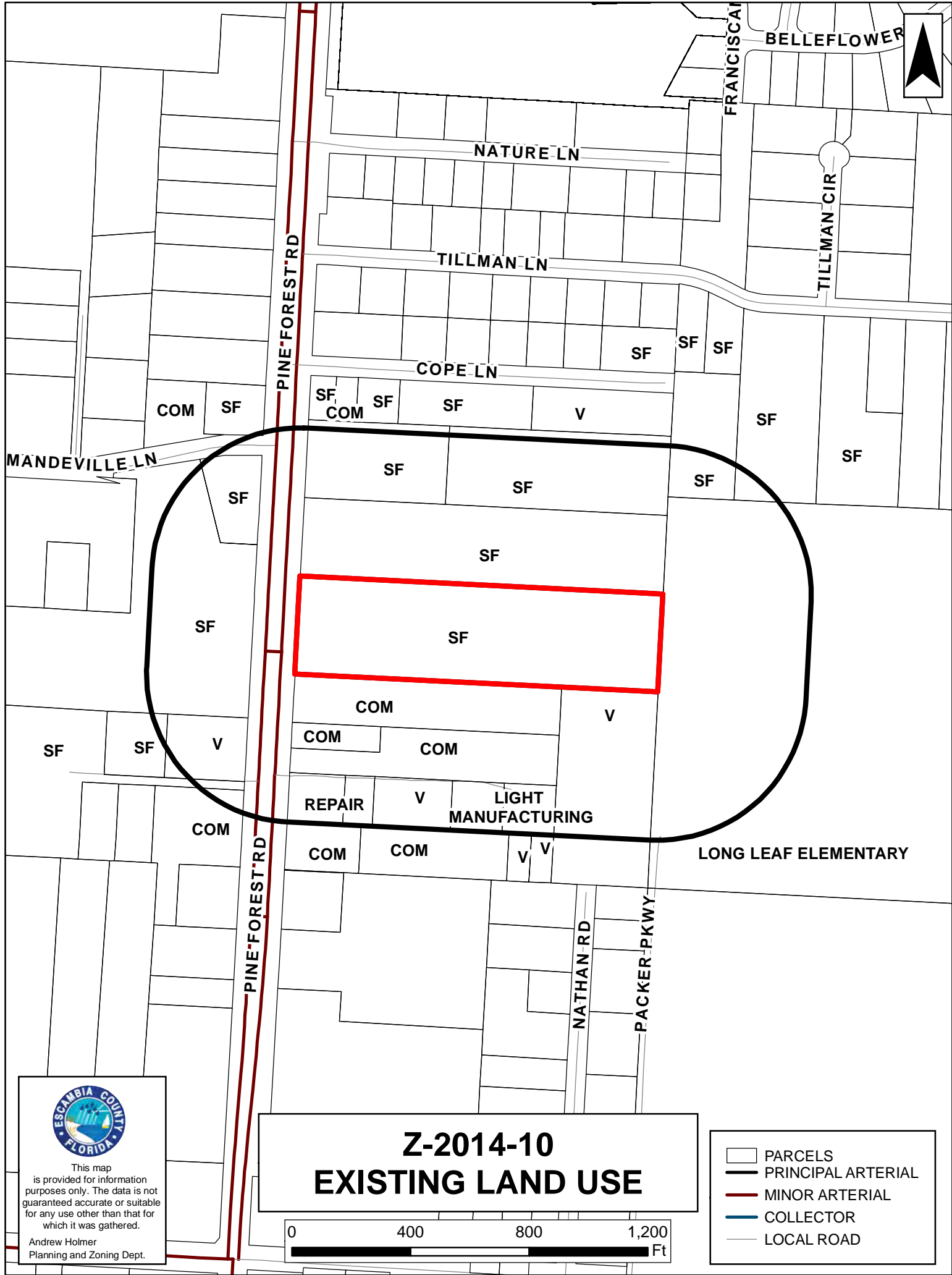






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Andrew Holmer
Planning and Zoning Dept.





COPE LN

PINE FOREST RD

WY



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Andrew Holmer
Planning and Zoning Dept.

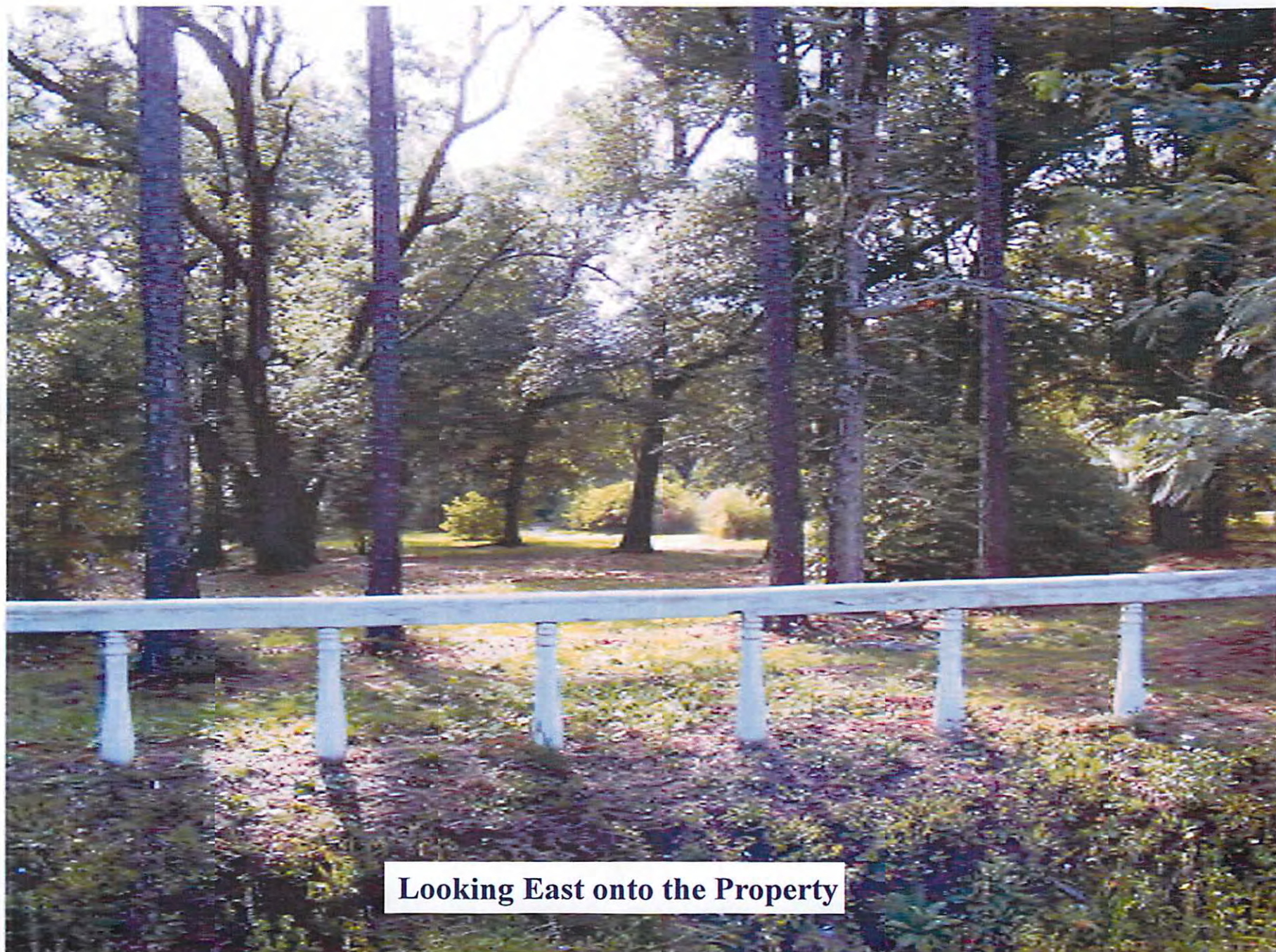
Z-2014-10 AERIAL MAP

0 200 400 600 Ft

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



Public Hearing Sign



Looking East onto the Property



Looking East Onto The Property



Public Hearing Sign Looking South along Pine Forest



Looking South along Pine Forest



Looking West Across Pine Forest

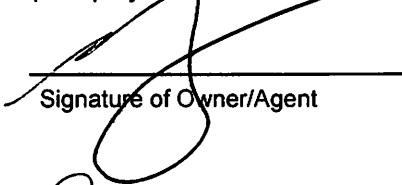


7040 PINE FOREST ROAD REZONING REQUEST from R-1 to C-2 NA

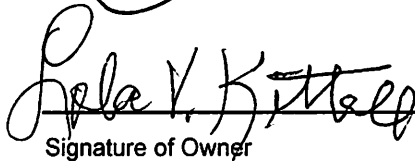
The attached application is a request for rezoning of the property located at 7040 Pine Forest Road from R-1 to C-2 NA. We support this request as follows:

- 1) Consistency with the Comprehensive Plan: The current plan for this property is for mixed use urban allowing for 25 dwellings per acre. If changed to C-2 NA, it would maintain the same density
- 2) Consistency with this code: This 9.28 acre parcel is located adjacent to a C-2 property to the south. Our C-2 NA request is consistent with the code.
- 3) Compatibility with surrounding uses: In addition to being adjacent to eight C-2 properties, it is abutted by county owned, undeveloped property to the East which is woodlands and undeveloped. To the North is a 7.45 acre property which is also requesting C-2 NA rezoning at the same time as our request.
- 4) Changed conditions: A parcel was recently rezoned in 2013, Z-2013-21. Although there are no plans to sell or develop this property in the near future, development in this area appears to be going in this direction and as evident by the attached map, you'll see that this property and the one to the North of this are surrounded entirely by C-1 and C-2 zoned parcels. This parcel is 2 miles from I-10, 1 mile from Five Flags Speedway, and less than a mile from the new Wal-Mart at Mobile Hwy. and Pine Forest. Other commercial businesses include Stone Textures, a C-2 parcel adjacent to this property which has a large warehouse and outside storage. Other businesses in the adjacent area are Superior Granite, Tom Thumb, Family Dollar, Veranda Retirement, Specialty Care Center, and dozens of other businesses as well as a County Fire Department.
- 5) Effect on natural environment: There are no wetland issues or environmental impacts.
- 6) Development patterns: As per the attached map, most of the development on Pine Forest Road is commercial, leaving this and only the adjacent parcel to the North as the only remaining parcels that are not commercially zoned.

The rezoning of such large lots on Pine Forest Road approximately 2 miles from I-10 could create a positive economic development advantage to the county, perhaps for an industrial park project to service our area or for future Airbus needs in Mobile.


Signature of Owner/Agent

William P. Kittell 11/5/2014
Printed Name Owner/Agent Date


Signature of Owner

Lola V. Kittell 5-28-14
Printed Name Owner Date

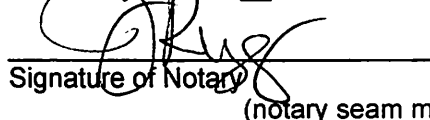
STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27 day of May 20 14.

by _____.

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: Drivers License


Signature of Notary
(notary seal must be affixed)

J. Ruyg
Printed Name of Notary



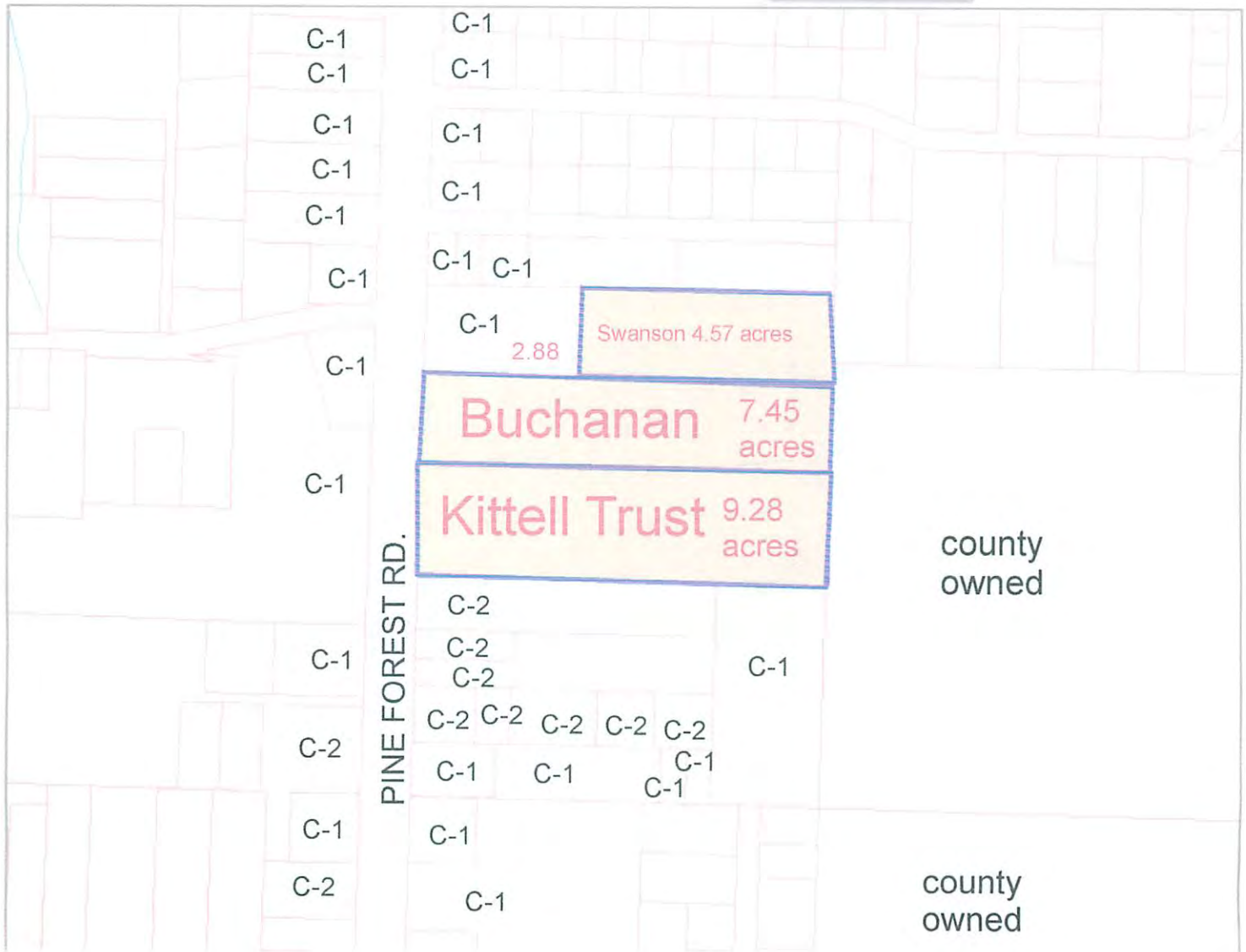
J. RUYG
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE041949
Expires 11/15/2014

Proposed Zoning Inquiry Report

Parcel Site Address: 7040 PINE FOREST RD
Parcel Ref (link to Property Appraiser): [24-1S-31-4301-000-001](#)
Zoning Existing (Please Contact Planning and Zoning to discuss a Comparison of the Zoning Changes): R-1
Zoning Proposed: MDR
Information about the Proposed Category: [Click Here](#)
Interactive Map: [Click Here](#)
Future Land Use Category: MU-U

Proposed Zoning Inquiry Report

Parcel Site Address: 7050 PINE FOREST RD
Parcel Ref (link to Property Appraiser): [24-1S-31-4301-001-001](#)
Zoning Existing (Please Contact Planning and Zoning to discuss a Comparison of the Zoning Changes): R-1
Zoning Proposed: MDR
Information about the Proposed Category: [Click Here](#)
Interactive Map: [Click Here](#)
Future Land Use Category: MU-U





Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:

☐ Administrative Appeal

☐ Development Order Extension

☐ Conditional Use Request for: _____

☐ Variance Request for: _____

☒ Rezoning Request from: R-1 to: C-2 NA

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

Owner(s) Name: KITTELL LOLA V. TRUSTEE FOR KITTELL TRUST Phone: 850-944-2385

Address: 7040 PINE FOREST RD. PENSACOLA 32526 Email: _____

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

Property Address: 7040 PINE FOREST RD. PENSACOLA FL 32526

Property Reference Number(s)/Legal Description: 2415314301000001 / S 330 FT OF N 660 FT OF SW 1/4 OF SE 1/4 LESS W 100 FT FOR PINE FOREST RD. R/W OR 170' 429...

By my signature, I hereby certify that:

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

Signature of Owner/Agent

Signature of Owner

WILLIAM P. KITTELL

Printed Name Owner/Agent Personally Known

LOLA V. KITTELL

Printed Name of Owner

Date

Date

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of April, 2014, by Lola Vanceil Kittell.

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: FL ID Card

Signature of Notary

(notary seal must be affixed)

Printed Name of Notary



ROSALIE MYLES
MY COMMISSION # EE 167578
EXPIRES: February 26, 2016
Bonded Thru Budget Notary Services

FOR OFFICE USE ONLY

CASE NUMBER: Z-2014-10

Meeting Date(s): PB-7/1/14, BCC 8/2/14 Accepted/Verified by: ACan Date: 6/4/14

Fees Paid: \$1,270.50 Receipt #: _____ Permit #: PRZ 1406 00011



Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2014-10

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 241 S 3143 01 000001

Property Address: 7040 PINE FOREST RD. PENSACOLA, FL 32526

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 28th DAY OF MAY, YEAR OF 2014.

Lola V. Kittell
Signature of Property Owner

LOLA V. KITTELL
Printed Name of Property Owner

4/28/14
Date

Signature of Property Owner

Printed Name of Property Owner

Date



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2014-10

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 7040 PINE FOREST RD. PENSACOLA 32526,
Florida, property reference number(s) 241831430/000001

I hereby designate WILLIAM P. KITTELL 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 14th day of April 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. 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: WILLIAM P. KITTELL Email: kirkman@cox.net

Address: 5106 TREAUNA RD, PENSACOLA 32526 Phone: 850-380-8870

Lola V. Kittell
Signature of Property Owner

LOLA V. KITTELL
Printed Name of Property Owner

4/28/14
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 28th day of April 2014,
by Lola Vonceil Kittell.

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: FLID Card

Rosalie Myles
Signature of Notary

Rosalie Myles
Printed Name of Notary

(Notary Seal)



ROSALIE MYLES
MY COMMISSION # EE 167578
EXPIRES February 26, 2016
Escambia County Notary Services

State of Florida

County of Escambia

OFFREC
BOOK

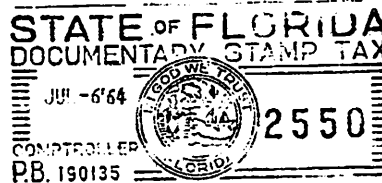
170 PAGE 430

This day, before the undersigned personally appeared Philip J. Sanchez, 3rd, and
Danice C. Sanchez
to me well known to be the individual described in and who executed the foregoing Deed of Conveyance, and
acknowledged that they executed the same for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 27
day of June A. D., 1964

My Commission
Expires 3/13/66

ESCAMBIA
COUNTY



Mayes' Form D-1

State of Florida

COUNTY

Philip J. Sanchez, 3rd. and

Danice C. Sanchez

TO

William Phillip Kittell and

Lola Vonceil Kittell

2320 Michigan Ave.,
Pensacola, Florida.

Warranty Deed

RECEIVED this _____ day

of _____ A. D., 19 _____

at _____ o'clock _____ M

and Recorded in Volume _____ Page _____

the _____ day of _____ 19 _____

Clerk Circuit Court.

By _____, D.C.

Mayes Printing Company, Pensacola, Florida

State of Florida

COUNTY

Philip J. Sanchez, 3rd. and
Danice C. Sanchez

TO

William Phillip Kittell and
Lola Vonceil Kittell
2320 Michigan Ave.,
Pensacola, Florida.

Warranty Deed

RECEIVED this.....day

of.....A. D., 19.....

at.....o'clock.....M

and Recorded in Volume.....Page.....

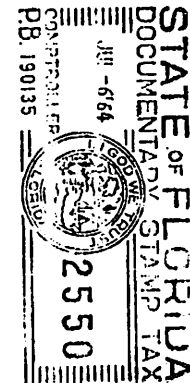
the.....day of.....19.....

Clerk Circuit Court.

By....., D.C.

Mayes Printing Company, Pensacola, Florida

ESCAMBIA
COUNTY



acknowledged that ~~they~~ executed the same for the uses and purposes therein expressed.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this _____
day of _____ A. D., 19____.

Wm. P. Kittell
Clerk
3/13/66

IN BOOK & PAGE NOTED ABOVE
J. A. FLOWERS, CLERK
CIRCUIT COURT

JUL 2 2 18 PM '64

FILED & RECORDED IN
THE PUBLIC RECORDS OF
ESCAMBIA COUNTY, FLA. ON

901122

WARRANTY DEED

Mayes' Form D-1
Printed and For Sale by
Mayes Printing Company
Pensacola, Florida

State of Florida,

OFFICE
306

170 PAGE 429

Escambia

County

KNOW ALL MEN BY THESE PRESENTS: THAT We, Philip J. Sanchez, 3rd, and
Danice C. Sanchez, Husband and wife,

for and in consideration of the sum of One dollar and other good and valuable
considerations DOLLARS
us in hand paid by William Phillip Kittell and Lola Vonceil Kittell,
to husband and wife,

the receipt whereof is hereby
acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey
unto the said William Phillip Kittell and Lola Vonceil Kittell, husband
and wife

their heirs and assigns forever, the following described real estate, situate, lying and being in
County of Escambia State of Florida to-wit:

"The south three hundred thirty (330) feet of the North six
hundred sixty (660) feet of the Southwest $\frac{1}{4}$ of the Southeast
 $\frac{1}{4}$, in Section 24, Township 1 South, Range 31 West, LESS the
West one hundred (100) feet thereof, for Pine Forest Road
right-of-way.



Together with the improvements thereon, and the hereditaments and appurtenances thereunto belonging or in
anywise appertaining: TO HAVE AND TO HOLD the above described premises unto the said

William Phillip Kittell and Lola Vonceil Kittell, husband & wife

heirs and assigns, forever, free from all exemption of homestead right or claim of ours, the said
grantor. If any such right or claim we possess: And we, the said grantor, for
us and our heirs, do covenant with the said grantee, their heirs and
assigns, that we are well seized of the property, and have a good right to convey the same; that
it is free from any lien or incumbrance in law or equity, and that said grantor shall and will warrant

for and in consideration of the sum of one dollar and other good and valuable

considerations DOLLARS

to us William Phillip Kittell and Lola Vonceil Kittell,

husband and wife, the receipt whereof is hereby

acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey
unto the said William Phillip Kittell and Lola Vonceil Kittell, husband
and wife

their heirs and assigns forever, the following described real estate, situate, lying and being in
County of Escambia State of Florida to-wit:

"The south three hundred thirty (330) feet of the North six
hundred sixty (660) feet of the Southwest $\frac{1}{4}$ of the Southeast
 $\frac{1}{4}$, in Section 24, Township 1 South, Range 31 West, LESS the
West one hundred (100) feet thereof, for Pine Forest Road
right-of-way.



Together with the improvements thereon, and the hereditaments and appurtenances thereunto belonging or in
anywise appertaining: To HAVE AND TO HOLD the above described premises unto the said

William Phillip Kittell and Lola Vonceil Kittell, husband & wife

heirs and assigns, forever, free from all exemption of homestead right or claim of ours, the said
grantor s if any such right or claim we possess: And we, the said grantor s, for
us and our heirs, do covenant with the said grantee s, their heirs and
assigns, that we are well seized of the property, and have a good right to convey the same; that
it is free from any lien or incumbrance in law or equity, and that said grantor s shall and will warrant
and by these presents forever defend the said premises unto the said grantee s, their heirs and
assigns, against the lawful claims of all and every person or persons whomsoever.

IN TESTIMONY WHEREOF, we have hereunto set our hand s and seal s this
27th day of June 19 64

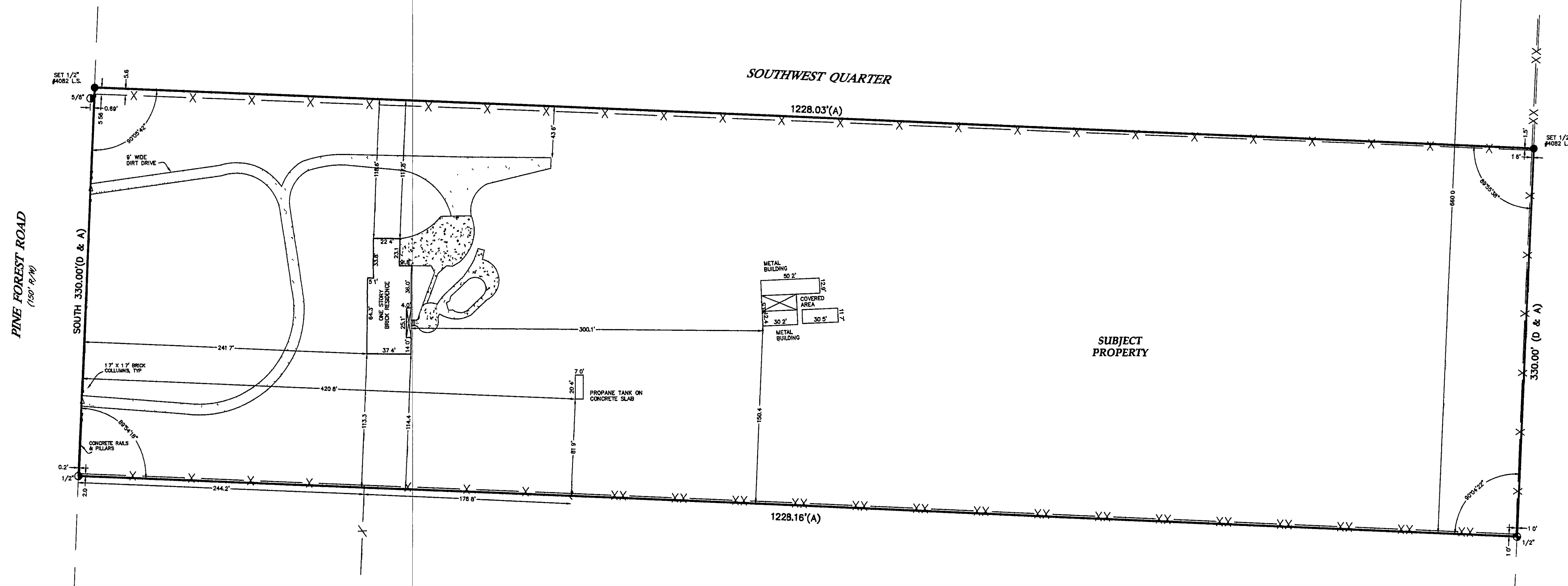
Signed, sealed and delivered in the presence of

George B. Burns
Thurston W. Little

W. P. Kittell (SEAL)
Lola V. Kittell (SEAL)
_____ (SEAL)
_____ (SEAL)

BOUNDARY SURVEY

A Portion Of Section 24, Township 1 South, Range 31 West,
County Of Escambia, State Of Florida



Address 7040 Pine Forest Road

The address shown hereon is based on information furnished by the client and/or their agents. Said address has not been verified with the U.S. Postal Service. Any certifications shown hereon do not apply or cover the said address.

NOTICE: THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATE

I hereby certify the survey shown hereon meets the minimum technical standards, set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.051 and 5J-17.052, Florida administrative code, pursuant to Section 472.027, Florida Statutes.

Joel C. Walters, R.L.S. No. 4082
State of Florida

LAND DESCRIPTION

The South three hundred thirty (330) feet of the North six hundred sixty (660) feet of the Southwest 1/4 of the Southeast 1/4, in Section 24, Township 1 South, Range 31 West, Less the West one hundred (100) feet thereof, for Pine Forest Road right-of-way.

Source of Information: Recorded Deed Description as furnished by client. There may be additional restrictions, easements and/or right-of-ways that were not furnished to this firm that may be found in the public records of said County. Footings, foundations or any other subsurface structures not located. No title work performed by this firm.

This drawing reflects only those building setback lines that are noted and/or appear on the recorded plat.

LEGEND:

[] - 4" x 4" (P.R.M.) Permanent Reference Monument Found [] - 4" x 4" Concrete Monument Found [] - Capped Iron Rod Found [] - Iron Rod Unnumbered Found [] - Iron Pipe Unnumbered Found
 [] - (P.C.P.) Permanent Control Point Found [] - Nail & disk Found [] - 1/2" Capped Iron Rod L.S. #4082 Set [] - Utility Pole [] - Guy Anchor Wire [] - E-T-C - Aerial Electric, Telephone, Cable Lines [] - Elevation
 [] - Chain Link Fence [] - Wire Fence [] - Wood Fence [] - R/W - Right of Way [] - B.S.L. - Building Setback Line [] - CONC - Concrete [] - Centerline [] - Property Line [] - P.O.L. - Point on Line [] - C.M. - Concrete Monument
 [] - P.O.C. - Point of Commencement [] - P.O.B. - Point of Beginning [] - P.C. - Point of Curvature [] - P.T. - Point of Tangency [] - P.I. - Point of Intersection [] - P.R.C. - Point of Reverse Curvature [] - P.C.C. - Point of Compound Curvature
 [] - Radius [] - Delta [] - Length of Arc [] - Chord [] - Chord Bearing [] - Tangent [] - (P) - Plat [] - (D) - Description or Deed [] - (A) - Actual [] - (TYP) - Typical [] - L.B. - Licensed Business [] - L.S. - Licensed Surveyor
 [] - Indicates Covered [] - Benchmark [] - Set Hub & Tack [] - N.R. - Non-Radius [] - N.T.S. - Not to Scale

FULL LEGAL DESCRIPTION

LAST PAGE



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		2013 Certified Roll Assessment	
Reference:	241S314301000001	Improvements:	\$110,744
Account:	091240000	Land:	\$208,715
Owners:	KITTELL LOLA V TRUSTEE FOR KITTELL LIVING TRUST	Total:	\$319,459
Mail:	7040 PINE FOREST RD PENSACOLA, FL 325263920	<i>Save Our Homes:</i>	\$192,071
Situs:	7040 PINE FOREST RD 32526	Disclaimer Amendment 1/Portability Calculations	
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		

Sales Data		2013 Certified Roll Exemptions	
Sale Date	Book Page Value Type	HOMESTEAD EXEMPTION, SENIOR EXEMPTION, WIDOW	
		Legal Description	
12/13/2007	6273 1160 \$100 OT View Instr	S 330 FT OF N 660 FT OF SW1/4 OF SE1/4 LESS W 100 FT FOR PINE FOREST RD R/W OR 170 P 429...	
09/2000	4607 1157 \$100 WD View Instr	Extra Features	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller		BARN POOL UTILITY BLDG	

Parcel Information

[Launch Interactive Map](#)

Section Map

Id:
24-1S-31

Approx. Acreage:
9.2800

Zoned:
R-1


Evacuation & Flood Information
[Open Report](#)

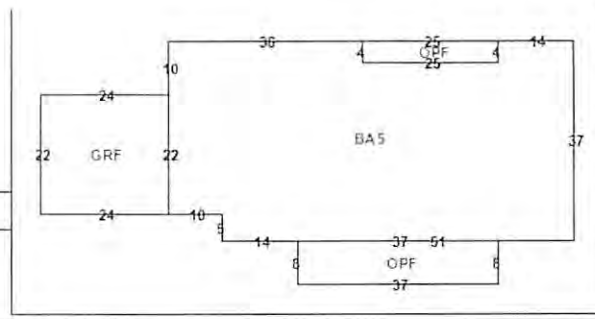
Buildings

Building 1 - Address: 7040 PINE FOREST RD, Year Built: 1966, Effective Year: 1966

Structural Elements
DECOR/MILLWORK-ABOVE AVERAGE
DWELLING UNITS-1.00
EXTERIOR WALL-BRICK-FACE
FLOOR COVER-CARPET
FOUNDATION-WOOD/SUB FLOOR

HEAT/AIR-CENTRAL H/AC
 INTERIOR WALL-PANEL-CUSTOM
 INTERIOR WALL-DRYWALL-PLASTER
 NO. PLUMBING FIXTURES-6.00
 NO. STORIES-1.00
 ROOF COVER-DIMEN/ARCH SHNG
 ROOF FRAMING-GABLE
 STRUCTURAL FRAME-WOOD FRAME

 Areas - 3549 Total SF
 BASE AREA - 2625
 GARAGE FIN - 528
 OPEN PORCH FIN - 396



Images



2/22/12

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.

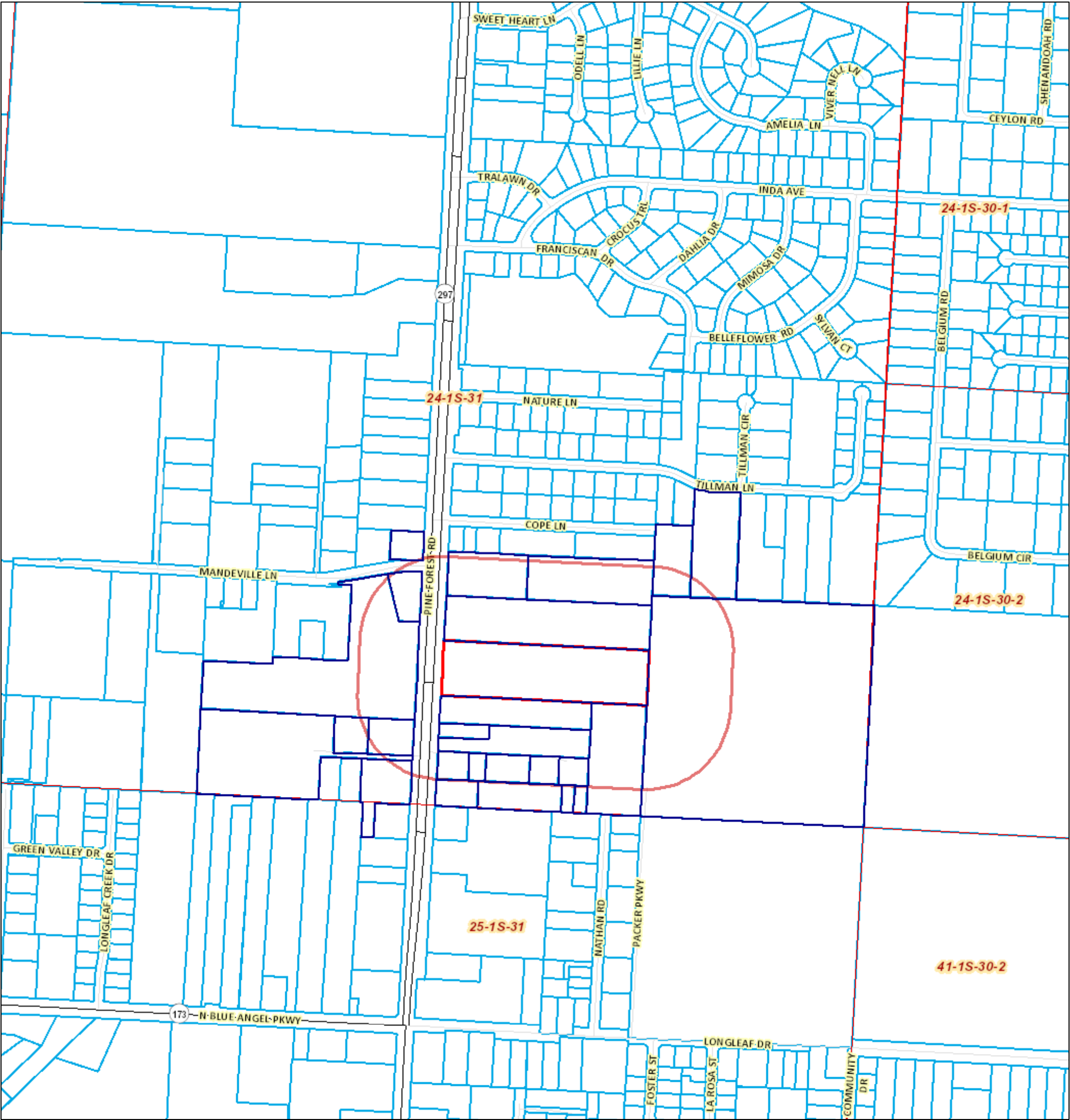
Unit 1: 1/14/2014/14/22/2014 (P. 2061)

7040 PINE FOREST RD,

Escambia County Property Appraiser
241S314301000001 - Full Legal Description

S 330 FT OF N 660 FT OF SW1/4 OF SE1/4 LESS W 100 FT FOR PINE FOREST RD R/W OR 170 P 429 OR 4607 P 1157 OR 6273 P 1160

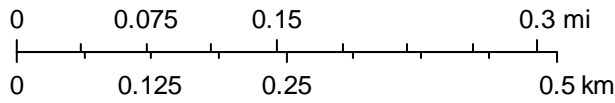
Chris Jones Escambia County Property Appraiser



June 5, 2014

1:7,005

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line



KITTELL LOLA V TRUSTEE
7040 PINE FOREST RD+PENSACOLA, FL
325263920

MCGEHEE TERRY &
7101 PINE FOREST RD+PENSACOLA, FL
32526

SWANSON CARL D JR &
7060 PINE FOREST RD+PENSACOLA, FL
32526

COTTON PATRICIA BRAMBLETT
2006 BROYHILL LN
PENSACOLA, FL 32526

GLEATON ERIC L
102 E NINE MILE RD
PENSACOLA, FL 32534

MALONEY JOHN M &
7019 PINE FOREST RD
PENSACOLA, FL 32526

COPPS RICHARD D &
7017 PINE FOREST RD
PENSACOLA, FL 32526

NEWMAN WILLIAM E INC
PO BOX 37248
PENSACOLA, FL 325260248

RADFORD & NIX CONSTRUCTION LLC
7014 PINE FOREST RD
PENSACOLA, FL 32526

SWANSON INC
7060 PINE FOREST RD
PENSACOLA, FL 32526

BUCHANAN FRANK A & MYRTLE M
7050 PINE FOREST RD
PENSACOLA, FL 32526

CREEK MONT LLC
109 PALAFOX ST
PENSACOLA, FL 32502

HELM MOLLIE ELIZABETH
7310 BEASLEY BEND RD
LEBANON, TN 37087

HELM MOLLIE ELIZABETH
7310 BEASLEY BEND RD
LEBANON, TN 37087

KADER INC
1756 CEDRUS LN
PENSACOLA, FL 32514

NEWMAN WILLIAM E INC
PO BOX 37248
PENSACOLA, FL 325260248

KADAR INC
7011 PINE FOREST RD
PENSACOLA, FL 32514

DESTIN DEVELOPERS LLC
PO BOX 576
DESTIN, FL 32540

WHITE DON M SR
9003 N DAVIS HWY
PENSACOLA, FL 32514

CREEK MONT LLC
109 N PALAFOX ST
PENSACOLA, FL 32502

CRAFTSMEN SPECIALISTS OF
7016 PINE FOREST RD
PENSACOLA, FL 32526

DLM PENSACOLA PROPERTIES LLC
7020 PINE FOREST RD
PENSACOLA, FL 32526

NETWORK CABLING SERVICES LLC
1793 DENMARK DR
ORANGE PARK, FL 32003

COPPS R D & JOANN
7017 PINE FOREST RD
PENSACOLA, FL 32526

SCHOOL BOARD OF ESCAMBIA CO
75 N PACE BLVD
PENSACOLA, FL 32505

ARD KEITH D
1869 COPE LN
PENSACOLA, FL 32526

FERGUSON ROBERT
1911 TILLMAN LN
PENSACOLA, FL 32526



Development Services Department

Building Inspections Division

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

RECEIPT

Receipt No. : **608891**

Date Issued. : 06/04/2014

Cashier ID : KLHARPER

Application No. : PRZ140600011

Project Name : Z-2014-10

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	576	\$1,270.50	App ID : PRZ140600011
		\$1,270.50	Total Check

Received From : LOLA V KITTELL

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

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ140600011	700427	1,270.50	\$0.00	7040 PINE FOREST RD, PENSACOLA, FL

Total Amount :

1,270.50

\$0.00

Balance Due on this/these
Application(s) as of 7/18/2014



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: 7-1-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2014-10

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

X In Favor _____ Against _____

*Name: LISA KIRKMAN-KITTELL

*Address: 5106 TREAHNA RD. *City, State, Zip: 32526

Email Address: kirkman@cox.net Phone: 455-1500

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
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 www.myescambia.com

Escambia County Planning Board
 Public Hearing
 Speaker Request Form

Please Print Clearly

Meeting Date: 7-1-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2014-10

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against _____

*Name: WILLIAM P. KITTELL

*Address: 5106 TREMUNA RD. *City, State, Zip: 32526

Email Address: kirkman@cox.net Phone: 955-1500

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).
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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-6379

Growth Management Report 16. 2.

BCC Regular Meeting

Public Hearing

Meeting Date: 08/21/2014

Issue: 5:45 p.m. - 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 July 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-2014-09 and Z-2014-10 were heard by the Planning Board on July 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

Ordinance - Draft

ORDINANCE NUMBER 2014-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 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-2014-09
Location: 7050 Pine Forest Road
Property Reference No.: 24-1S-31-4301-001-001
Property Size: 7.45 (+/-) acres
From: R-1, Single-Family District, Low Density, (4 du/acre)
To: C-2NA, General Commercial and Light Manufacturing District, (cumulative) Bars, Nightclubs, and Adult Entertainment are Prohibited Uses (25 du/acre)
FLU Category: MU-U, Mixed-Use Urban

Case No.: Z-2014-10
Location: 7040 Pine Forest Road
Property Reference No.: 24-1S-31-4301-000-001
Property Size: 9.28 (+/-) acres
From: R-1, Single-Family District, Low Density, (4 du/acre)
To: C-2NA, General Commercial and Light Manufacturing District, (cumulative) Bars, Nightclubs, and Adult Entertainment are Prohibited Uses (25 du/acre)

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-6533

Growth Management Report 16. 1.

BCC Regular Meeting

Action

Meeting Date: 08/21/2014

Issue: Correction to an At-Large Appointment to the Escambia County Planning Board

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning a Correction to an At-Large Appointment to the Escambia County Planning Board

That the Board amend its action of July 10, 2014, to correct the effective dates of Rodger Lowery's appointment to July 10, 2014, through April 15, 2015.

BACKGROUND:

On the recommendation for the appointment of Rodger Lowery there was a scrivener's error in the effective dates which should be July 10, 2014 through April 15, 2015.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel are required.

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with the LDC Article 2 Section 2.12.02, the Board of County Commissioners approval is required for all appointments/reappointments to the Boards and Committees established by the Board of County Commissioners.

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

Rodger Lowery Email, Letter and Resume

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

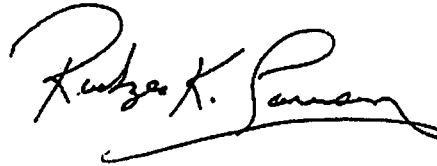


TOM FRUITTICHER, MAI
State-Certified General Real Estate Appraiser
FL #RZ0002029 * AL #G00788

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", with a long horizontal flourish extending to the right.

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	Armbrecht Jackson, LLP
Samuel Bearman, P.C.	Tyler & Hamilton



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6508

Growth Management Report 16. 2.

BCC Regular Meeting

Action

Meeting Date: 08/21/2014

Issue: Action Item - Final Plat Berkshire Estates Addition

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning a Final Plat for Berkshire Estates Addition PSD140100002

That the Board take the following actions concerning recording of the Final Plat of Berkshire Estates Addition (a 51 lot single-family residential subdivision with public streets), located in the Bayou Grande community lying north of Gulf Beach Highway between Weller and Kingsport Avenues. Owned and developed by Berkshire Land Development, LLC. Prior to recording, the County Engineer, County Surveyor, Development Services; Interim Director; and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording;

B. Approve the street names "Buckleberry Drive, Bradfield Drive, and Boxford Court"; and

C. Accept all public easements, drainage improvements within public easements/public parcels and Parcel "1" (1.22 acre Wet Stormwater Pond) and Parcel "2" (0.75 acre Wet Stormwater Pond), as depicted upon the final plat for permanent County maintenance subject to the cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit).

BACKGROUND:

Berkshire Estates Addition is a re-plat of a portion of Berkshire Estates recorded in Plat Book 19, Pages 8 and 8A. The Preliminary Plat was approved on July 9, 2014. Construction Plans were approved on July 9, 2014. The Escambia County Department of Public Safety approved the street names "Buckleberry Drive, Bradfield Drive, and Boxford Court"; on December 21, 2006. Development Services Department inspected the improvements on July 9, 2014 and found improvements substantially complete and in accordance with applicable County requirements. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the Escambia County Land Development Code – providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-offs given by the County Engineer, County Surveyor and Development Services Interim Director, the plat shall be transmitted to the Clerk of Court's Office for recording in the public records of Escambia County, Florida.

COORDINATION WITH OTHER AGENCIES/PERSONS:

Staff has been in contact with the developer's engineer and surveyor, and County Road Department, County Building Inspections and Development Services Department.

Attachments

Final Plat

Vicinity/Location Map

BERKSHIRE ESTATES ADDITION
A REPLAT OF A PORTION OF BERKSHIRE ESTATES
AS RECORDED IN PLAT BOOK 19 AT PAGES 8 AND 8A,
JOHN B. CAZENOVE GRANT
SECTION 33, TOWNSHIP 2 SOUTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA
JULY 2014

APPROVED ^{7/4/14}
KJT

CURVE	RADIUS	ARC	CHORD	DELTA	BEARING
BLOCK A, LOT 9	25.00'	15.22'	14.99'	343°33'08"	S 78°23'54" E
BLOCK A, LOT 10	25.00'	4.12'	4.11'	92°55'52"	N 82°28'55" E
BLOCK A, LOT 11	50.00'	58.08'	54.85'	66°31'36"	N 69°00'15" E
BLOCK A, LOT 12	50.00'	39.71'	35.89'	42°04'12"	N 14°42'21" E
BLOCK A, LOT 13	50.00'	61.12'	57.38'	70°52'16"	N 41°20'53" E
BLOCK A, LOT 14	25.00'	19.34'	18.88'	44°19'01"	S 54°12'31" E
BLOCK B, LOT 1	25.00'	39.27'	35.36'	80°00'00"	N 77°03'00" W
BLOCK B, LOT 2	25.00'	39.27'	35.36'	80°00'00"	S 12°47'00" W
BLOCK B, LOT 3	25.00'	39.27'	35.36'	80°00'00"	N 12°47'00" E
BLOCK B, LOT 4	25.00'	39.27'	35.36'	80°00'00"	S 77°03'00" E
BLOCK B, LOT 5	25.00'	21.03'	20.41'	48°11'23"	S 07°57'19" E
BLOCK B, LOT 6	50.00'	45.18'	43.68'	81°48'20"	N 09°44'47" E
BLOCK B, LOT 7	50.00'	45.18'	43.68'	81°48'20"	N 62°08'59" E
BLOCK B, LOT 8	50.00'	68.25'	61.51'	75°54'59"	S 53°22'10" W
BLOCK B, LOT 9	50.00'	81.50'	72.77'	93°23'39"	S 31°12'08" E
BLOCK B, LOT 10	25.00'	2.04'	2.04'	22°02'25"	S 78°04'10" E
BLOCK B, LOT 11	25.00'	21.03'	20.41'	48°11'23"	N 58°38'41" W
BLOCK B, LOT 12	25.00'	39.27'	35.36'	80°00'00"	N 12°47'00" E
BLOCK B, LOT 13	25.00'	39.27'	35.36'	80°00'00"	N 12°47'00" E
BLOCK C, LOT 1	75.00'	25.49'	25.37'	19°28'16"	S 48°12'52" W
BLOCK C, LOT 2	25.00'	39.27'	35.36'	80°00'00"	N 12°47'00" E
BLOCK C, LOT 3	25.00'	39.27'	35.36'	80°00'00"	N 11°01'05" E
BLOCK D, LOT 1	25.00'	37.58'	34.14'	88°58'11"	N 78°58'55" W
BLOCK D, LOT 2	25.00'	40.98'	38.53'	83°51'49"	N 78°58'55" W
BLOCK D, LOT 3	75.00'	46.48'	45.75'	35°30'54"	N 71°50'38" E
BLOCK D, LOT 4	25.00'	6.13'	6.12'	140°32'26"	S 82°34'22" W
BLOCK D, LOT 5	25.00'	21.03'	20.41'	48°11'23"	S 51°28'57" W
BLOCK D, LOT 6	50.00'	33.07'	32.47'	37°53'25"	N 46°17'59" E
BLOCK D, LOT 7	50.00'	53.49'	50.97'	61°17'25"	S 84°08'36" E
BLOCK D, LOT 8	50.00'	45.15'	43.63'	81°44'16"	S 27°35'48" E
BLOCK D, LOT 9	50.00'	57.01'	53.97'	65°19'53"	N 88°58'55" W
BLOCK F, LOT 1	25.00'	21.03'	20.41'	48°11'23"	S 80°21'40" E
BLOCK F, LOT 2	75.00'	9.20'	9.19'	7°01'43"	S 79°03'30" W
BLOCK F, LOT 3	75.00'	9.20'	9.19'	7°01'43"	S 86°05'15" W
POND 1	75.00'	82.32'	88.80'	70°31'44"	S 03°52'52" E
POND 2	25.00'	15.50'	15.25'	35°30'54"	N 71°50'38" E
PRIVATE PARK	50.00'	52.47'	50.10'	60°07'46"	S 28°20'15" W
CL-1	50.00'	78.54'	70.71'	90°00'00"	S 12°47'00" W
CL-2	50.00'	30.89'	30.50'	35°30'54"	N 71°50'38" E
CL-3	50.00'	12.27'	12.24'	140°32'26"	S 82°34'22" W

SURVEYOR'S NOTES:
1) POC Denotes Point of Commencement
2) POB Denotes Point of Beginning
3) PC Denotes Point of Curvature
4) PT Denotes Point of Tangency
5) PRC Denotes Point of Reversed Curvature
6) PCC Denotes Point of Compound Curvature
7) TB Denotes Total Book
8) PS Denotes Page
9) (R) Denotes Radial Line
10) NR Denotes Non-Radial Line
11) L Denotes Length of Arc
12) R Denotes Radius
13) R/W Denotes right-of-way
14) DSL Denotes Building Setback Line
15) RP Denotes radius point
16) PI Denotes point of intersection
17) ■ Denotes Permanent Referenced Monument Set #107B
18) ● Denotes 1/2" Capped Iron Rod Set LB #107B
19) ● Denotes Permanent Control Point (PCP) LB #107B
20) The sign (") means degrees, The sign (') means feet or minutes, The sign (") means seconds
21) Measurements made in accordance to United States Standards
22) All dimensions on curves are arc distances
23) Subject to setbacks, easements and restrictions of record
24) There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of the County
25) Bearings are based upon the east right of way line of Keller Avenue as North 32 degrees 03'00" West
26) Utility easements as shown herein are to include cable television in accordance with Plat Act Chapter 177.04(1)(2b)
27) There are no entrance markers or subdivision signs proposed
28) All side lot lines subject to a 5' drainage easement lying 2.5 feet on each side of the lot line
29) All fences shall be installed not to impede storm water flow
30) Private Park, Parcel & acreage is 0.75± acres

LEGAL DESCRIPTION:
A portion of Block 24, Gulf Beach Manor, a subdivision of a portion of Section 4, Township 3 South, Range 31 West and Section 33, Township 2 South, Range 31 West, Escambia County, Florida as recorded in Plat Book 1, page 16 of the public records of said County, being more particularly described as follows:
Commence at the southwest corner of Lot 11 of said Block 24, thence North 32 degrees 03'00" West along the east right of way line of Keller Avenue (formerly Escambia Avenue, 50' R/W) for a distance of 265.04 feet to the point of beginning
Thence continue North 32 degrees 03'00" West along the east right of way line of said Keller Avenue for a distance of 810.42 feet, thence North 66 degrees 34'51" East for a distance of 28.76 feet to the north line of said Gulf Beach Manor, also being the north line of said Section 33 as per plat of Gulf Beach Manor, thence North 66 degrees 00'00" East (this course and the next two courses are along said north line of Section 33 and Gulf Beach Manor) for a distance of 805.26 feet to the southeast corner of Section 33, Township 2 South, Range 31 West and the southwest corner of Section 32, Township 2 South, Range 31 West as per plat of said Gulf Beach Manor, thence North 67 degrees 42'36" East for a distance of 480.30 feet, thence North 61 degrees 24'00" East for a distance of 144.20 feet to the west right of way line of Kingsport Avenue (formerly Beldon Avenue, 50' R/W), thence South 32 degrees 03'00" East along said westerly right of way line for a distance of 436.00 feet to the south line of Lot 10 of said Block 24, thence South 51 degrees 57'00" West along the south line of said Lots 10 and 11 for a distance of 846.86 feet, thence North 32 degrees 03'00" West for a distance of 106.10 feet, thence North 57 degrees 57'00" East for a distance of 155.00 feet, thence North 32 degrees 03'00" West for a distance of 155.00 feet, thence South 51 degrees 57'00" West for a distance of 106.10 feet to the point of beginning
Containing 20.06 acres, more or less

ZONING AND SETBACK INFORMATION:
The property is zoned: R-3
SIGHT TRIANGLE:
Lot 14, Block A, Lots 6 & 13, Block B, Lot 1, Block C, Lot 1, Block D, and Lot 3, Block E shall maintain a 95 foot sight triangle at right of way intersections
BUILDING SETBACKS REQUIREMENTS:
Front yard = 20 feet, Rear yard = 15 feet, Side yard = 10% of lot width, not to exceed 15', minimum of 5', Street side yard = 10% of lot width, not to exceed 5'

NOTICE:
This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be superseded in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat may be found in the public records of this County

FLOOD STATEMENT:
This will certify that the subject property is located in Flood Zone "X", area determined to be outside the 26 annual chance flood plain and is not located in a Special Flood Hazard Area as determined by the Department of Housing and Urban Development Reference Community Panel Number 12035C0564-6 Effective September 21, 2006 US Department of Housing and Urban Development Federal Insurance Administration

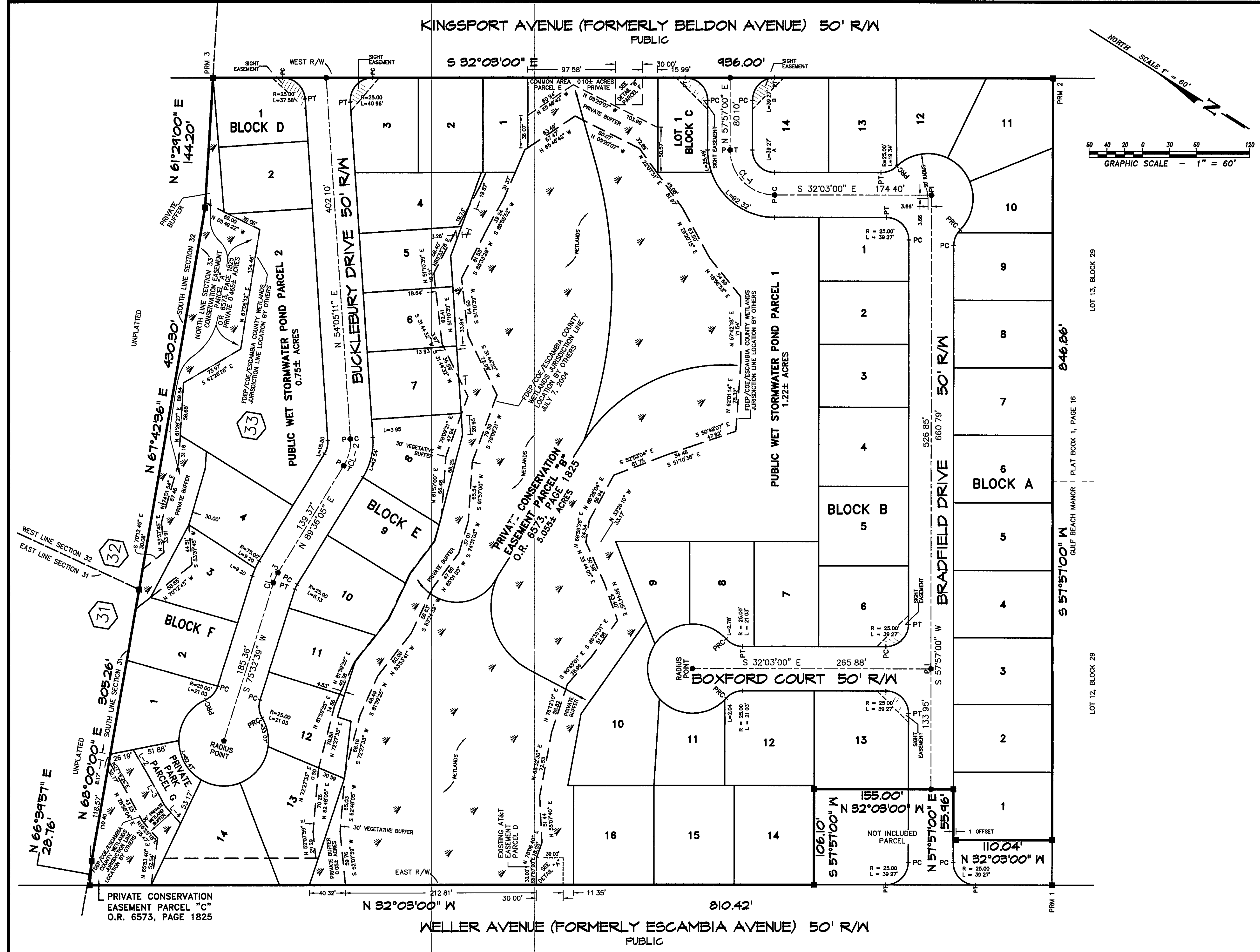
AVIGATION EASEMENT:
The overall plat is subject to an Avigation Easement recorded in Official Record Book 6573 at page 1831 of the public records of Escambia County, Florida

WETLAND INFORMATION:
Total site acreage: 20.06 ac, Total FDEP, ACOE, & Escambia County Wetlands acreage: 5.46 ac, Total upland acreage: 15.57 ac, Total wetland buffer: 2.23 ac, Total wetland buffer impact: 0.34 ac, Secondary wetlands impacts: 0.95 ac, Total wetlands proposed for conservation: 4.82 ac, Total buffer proposed for conservation: 1.21 ac, AND Total wetlands filled: 0.63 ac

CABLE TELEVISION NOTE:
All platted utility easements as shown herein shall also be easements for the construction, installation, maintenance, and operations of cable television in accordance with and subject to the provisions of Section 177.04(1)(2b) Florida Statutes

NOTE THIS SHEET FOR CLARIFICATION AND DIMENSIONS OF VEGETATIVE BUFFER.

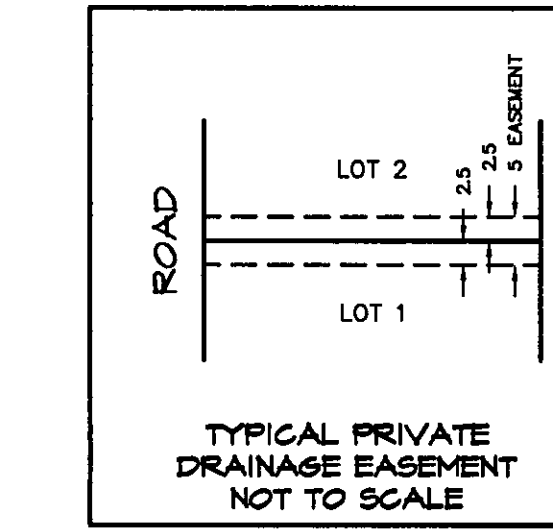
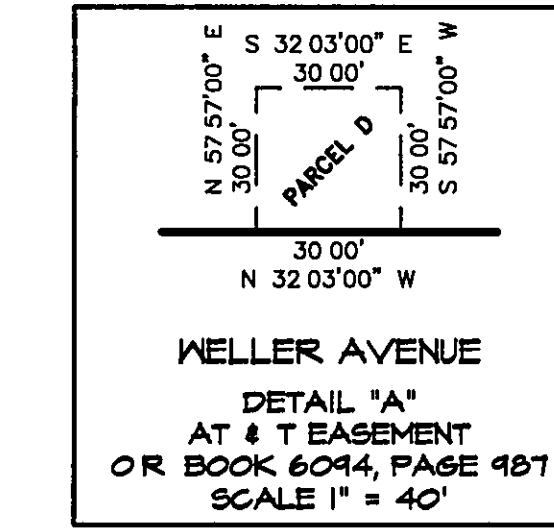
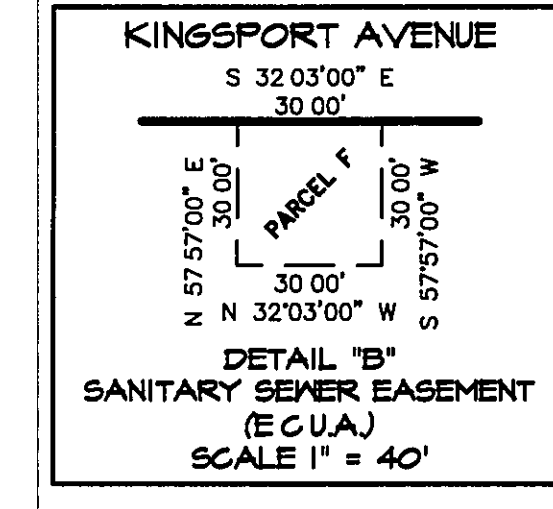
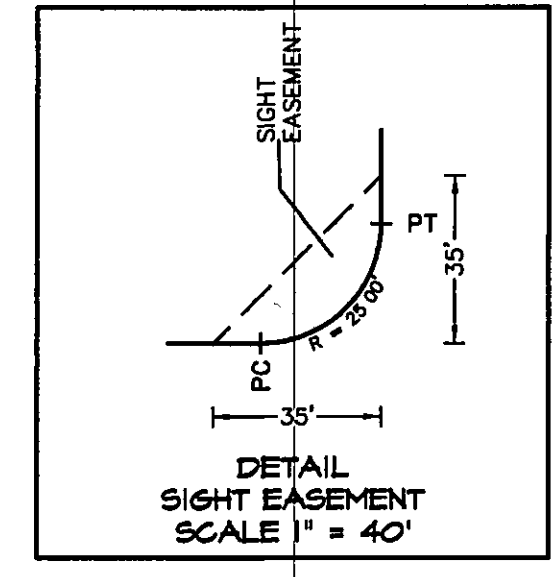
SHEET 2 OF 2	Covenant and Restrictions O.R. Book _____, Page _____.
Conservation Easement O.R. Book 6573, Page 1825	PLAT BOOK _____, PAGE _____.



61.5 HAPPING COORDINATE TABLE
Coordinates shown are State Plane Coordinates referenced to NAD 83 datum, 1994 adjustment, Florida North Zone and expressed in US survey feet. Ties made to subdivision in accordance with Escambia County Requirements, using global positioning system with closed loop traverse

Station	Northing (ft)	Easting (ft)	Scale Factor	Latitude	Longitude
ESC 4122	488286.3210	1070556.6840	0.99995222383	N 30°20'21.5790"	W 87°20'48.3730"
ESC 4121	488151.5200	1067809.1810	0.999952473201	N 30°19'49.7846"	W 87°21'22.2437"
PRM 1	311145.9010	1074531.8765	0.9999554973801	N 30°22'26.7833"	W 87°20'08.6703"
PRM 2	311528.5961	1074942.4912	0.999955190309	N 30°22'42.0508"	W 87°20'20.3330"
PRM 3	312374.6746	1074942.4912	0.999955190309	N 30°22'42.0508"	W 87°20'20.3330"

LINE	CURVELENGTH	BEARING
L-1, LOT 2, BLOCK F	20.76'	S 69°55'22" E
L-2, PRIVATE PARK	30.63'	S 27°19'26" W
L-3, PRIVATE PARK	40.38'	S 28°58'04" W
L-4, PRIVATE PARK	28.82'	S 16°25'19" W

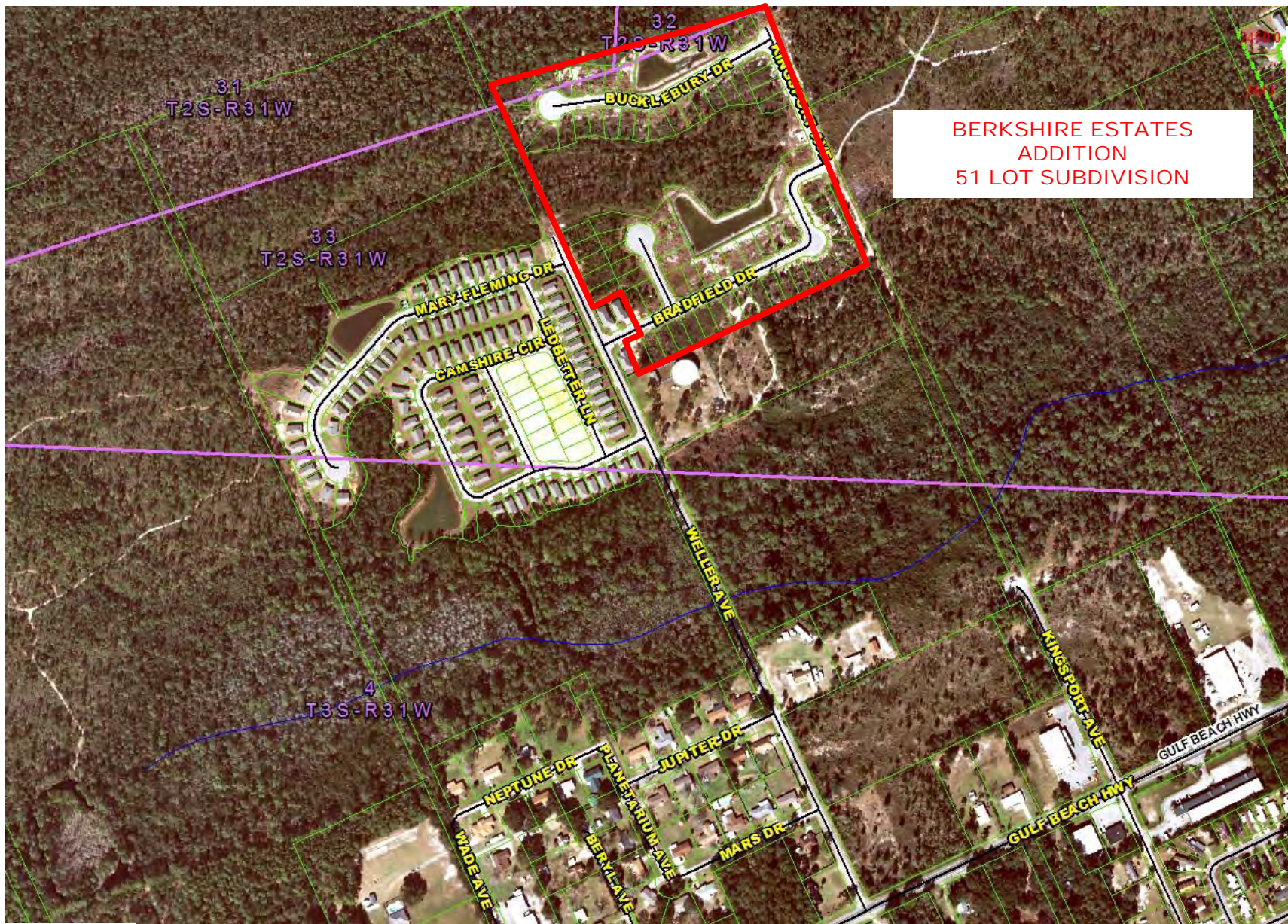


SURVEYOR
David D. Glaze, PSM 5605
Pittman, Glaze & Associates
5100 North Davis Highway, Suite 3
Pensacola, FL 32503
(850) 434-6666

ENGINEER
Jerry M. McGuire & Associates, P.A.
JMA Engineering Services, Inc.
P.O. Box 4348
Milton, FL 32572-4348
(850) 495-7525

OWNER
Berkshire Land Development, LLC
1288 Country Club Circle
Gulf Breeze, FL 32563
(850) 206-3588

FINAL PLAT: BERKSHIRE ESTATES ADDITION SUBDIVISION



BERKSHIRE ESTATES
ADDITION
51 LOT SUBDIVISION



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT
DISTRICT 2
CSR 07/09/14



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6563

Growth Management Report 16. 1.

BCC Regular Meeting

Consent

Meeting Date: 08/21/2014

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:

A. September 4, 2014

1. 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 August 5, 2014:

Case No.: **Z-2014-11**

Address: 3002 Stefani Rd

Property Reference 38-1N-31-4102-001-001
No.:

Property Size: 2.33 (+/-) acres

From: VR-1, Villages Rural Residential Districts, Gross Density (one du/ 4 acres)

To: VR-2, Villages Rural Residential Districts, Gross Density (one du/ .75 acres)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner District 5

Requested by: Bryan and Sharon Nisewonger, Owners

Case No.: **Z-2014-12**

Address: 100 Isaacs Ln

Property Reference 34-1N-31-2101-000-001
No.:

Property Size: 93.01(+/-) acres

From: VAG-2, Villages Agriculture District, Gross Density (one du/five acres)

To: ID-2, General Industrial District (noncumulative)

FLU Category: I, Industrial

Commissioner District 1

Requested by: Wiley C. "Buddy" Page, Agent for Briar Ridge, LLC., Owner

2. 5:46 p.m. - A Public Hearing - LDC Ordinance Articles 3, 6 and 7 - Recycling Facilities

B. September 25, 2014

5:45 p.m. - A Public Hearing - LDC Ordinance Articles 3, 6 and 7 - Recycling Facilities



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6543

County Administrator's Report 16. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/21/2014

Issue: 15 Request for Disposition of Property Forms - Recommend Authorization Be Given to Dispose of Obsolete Equipment

From: Kris Blom, IT Supervisor

Organization: State Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning 15 Request for Disposition of Property Forms for the Office of the State Attorney - Dispose of Obsolete Equipment/Computers - Kris Blom, IT Supervisor, Office of the State Attorney

That the Board approve the 15 Request for Disposition of Property Forms for the Office of the State Attorney for equipment/computers that have reached the end of their service life and are now of no value. Due to the condition of the items, which are described and listed on the Request Forms, it is requested they be declared surplus and disposed of properly.

BACKGROUND:

IT equipment purchased from Article 5 funding by Office of State Attorney.

BUDGETARY IMPACT:

None.

LEGAL CONSIDERATIONS/SIGN-OFF:

Approved by Kris Blom, IT Supervisor, Office of State Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Recommend Escambia County pick up items for disposal. Please coordinate with Kris Blom.

Attachments

osa-disposal-forms-15

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: OFFICE OF STATE ATTORNEY COST CENTER NO: 410306

KRIS BLOM DATE: June 24, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): K. Blom Phone No: (850) 595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E54099	COMPUTER	HHW4181	OPTIPLEX GX520	2005	OBSOLETE
Y	E55044	COMPUTER	9BY95B1	OPTIPLEX GX520	2006	OBSOLETE
Y	E54884	COMPUTER	DTMXQ91	OPTIPLEX GX520	2006	OBSOLETE
Y	E55508	COMPUTER	GYMQ4C1	OPTIPLEX GX520	2006	OBSOLETE
Y	E54509	COMPUTER	52NZL81	OPTIPLEX GX520	2005	OBSOLETE
Y	E55507	COMPUTER	8ZMQ4C1	OPTIPLEX GX520	2006	OBSOLETE

Disposal Comments: ALL HARD DRIVES BLANKED

INFORMATION TECHNOLOGY (IT Technician): STACEY KING

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC

 X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: JUNE 24, 2014 Information Technology Technician Signature: Stacey L King

Date: JULY 1, 2014

FROM: Escambia County Department Director (Signature): K. Blom

Director (Print Name): KRIS BLOM

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by:

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: OFFICE OF STATE ATTORNEY COST CENTER NO: 410306

KRIS BLOM DATE: JUNE 24, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): K. Blom Phone No: (850) 595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E54745	COMPUTER	J46Z791	OPTIPLEX GX520	2006	OBSOLETE
Y	E55064	COMPUTER	6YFP6B1	OPTIPLEX GX520	2006	OBSOLETE
Y	E55975	COMPUTER	DXDY2D1	OPTIPLEX 745	2007	OBSOLETE
Y	E55822	COMPUTER	5ZG4KC1	OPTIPLEX GX520	2007	OBSOLETE
Y	E55724	COMPUTER	BBTQHC1	OPTIPLEX GX520	2007	OBSOLETE
Y	E57019	COMPUTER	F44NMF1	OPTIPLEX 740	2008	OBSOLETE

Disposal Comments: ALL HARD DRIVES BLANKED

INFORMATION TECHNOLOGY (IT Technician): STACEY KING

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC

 X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: JUNE 24, 2014 Information Technology Technician Signature: Stacey King

Date: JULY 1, 2014

FROM: Escambia County Department Director (Signature): K. Blom

Director (Print Name): KRIS BLOM

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)

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by:

Print Name

Signature

Date

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Clerk & Comptroller's Finance Signature of Receipt

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**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: OFFICE OF STATE ATTORNEY COST CENTER NO: 410306

KRIS BLOM DATE: JUNE 24, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): K. BLOM Phone No: (850) 595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E54104	COMPUTER	FHW4181	OPTIPLEX GX520	2005	OBSOLETE
Y	E55145	COMPUTER	8C2DKB1	OPTIPLEX GX520	2006	OBSOLETE
Y	E55070	COMPUTER	3YFP6B1	OPTIPLEX GX520	2006	OBSOLETE
Y	E55502	COMPUTER	3ZMQ4C1	OPTIPLEX GX520	2006	OBSOLETE
Y	E55047	COMPUTER	FBY95B1	OPTIPLEX GX520	2006	OBSOLETE
Y	E55510	COMPUTER	2ZMQ4C1	OPTIPLEX GX520	2006	OBSOLETE

Disposal Comments: ALL HARD DRIVES BLANKED

INFORMATION TECHNOLOGY (IT Technician): STACEY KING

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC

 X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: JUNE 24, 2014 Information Technology Technician Signature: Stacey King

Date: JULY 1, 2014

FROM: Escambia County Department Director (Signature): K. BLOM

Director (Print Name): KRIS BLOM

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

Approved by the County Commission and Recorded in the Minutes of:

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By (Deputy Clerk)

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KRIS BLOM DATE: JUNE 24, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): K. Blom Phone No: (850) 595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E53270	COMPUTER	H9FNF51	OPTIPLEX GX280	2004	OBSOLETE
Y	E52021	COMPUTER	5WW6T21	OPTIPLEX GX260	2003	OBSOLETE
Y	E55509	COMPUTER	5ZMQ4C1	OPTIPLEX GX520	2006	OBSOLETE
Y	E55045	COMPUTER	DBY95B1	OPTIPLEX GX520	2006	OBSOLETE
Y	E54100	COMPUTER	39W4181	OPTIPLEX GX520	2005	OBSOLETE
Y	E54750	COMPUTER	356Z791	OPTIPLEX GX520	2006	OBSOLETE

Disposal Comments: ALL HARD DRIVES BLANKED

INFORMATION TECHNOLOGY (IT Technician): STACEY KING

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC

 X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: JUNE 24, 2014 Information Technology Technician Signature: Stacey King

Date: JULY 1, 2014

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Director (Print Name): KRIS BLOM

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

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**REQUEST FOR DISPOSITION OF PROPERTY
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FROM: Disposing Department: OFFICE OF STATE ATTORNEY COST CENTER NO: 410306

KRIS BLOM DATE: JUNE 24, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): K. Blom Phone No: (850) 595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E55068	COMPUTER	2YFP6B1	OPTIPLEX GX520	2006	OBSOLETE
Y	E55506	COMPUTER	4ZMQ4C1	OPTIPLEX GX520	2006	OBSOLETE
Y	E54659	COMPUTER	HJWBW81	OPTIPLEX GX520	2005	OBSOLETE
Y	E54657	COMPUTER	7KWBW81	OPTIPLEX GX520	2005	OBSOLETE
Y	E55067	COMPUTER	8YFP6B1	OPTIPLEX GX520	2006	OBSOLETE
Y	E55046	COMPUTER	BBY95B1	OPTIPLEX GX520	2006	OBSOLETE

Disposal Comments: ALL HARD DRIVES BLANKED

INFORMATION TECHNOLOGY (IT Technician): STACEY KING

Print Name

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 X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: JUNE 24, 2014 Information Technology Technician Signature: Stacey King

Date: JULY 1, 2014

FROM: Escambia County Department Director (Signature): K. Blom

Director (Print Name): KRIS BLOM

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

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By (Deputy Clerk)

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ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: OFFICE OF STATE ATTORNEY COST CENTER NO: 410306

KRIS BLOM DATE: JUNE 24, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): K. Blom Phone No: (850) 595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E55996	COMPUTER	7YX04D1	OPTIPLEX 745	2007	OBSOLETE
Y	E55997	COMPUTER	2YX04D1	OPTIPLEX 745	2007	OBSOLETE
Y	E53440	PRINTER	9920NDW	LEXMARK T634	2004	OBSOLETE
Y	E55865	COMPUTER	6F08QC1	OPTIPLEX GX520	2007	
Y	E56399	COMPUTER	3651DG1	OPTIPLEX 745	2007	OBSOLETE
Y	E54097	COMPUTER	7CW4181	OPTIPLEX GX520	2005	OBSOLETE

Disposal Comments: ALL HARD DRIVES BLANKED

INFORMATION TECHNOLOGY (IT Technician): STACEY KING

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC

 X Dispose-Bad Condition-Send for recycling-Unusable

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Date: JUNE 24, 2014 Information Technology Technician Signature: Stacey King

Date: JULY 1, 2014

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Director (Print Name): KRIS BLOM

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

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Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

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by:

Print Name

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Y	E57013	COMPUTER	7928LZY	LEXMARK T644	2008	OBSOLETE
Y	E57841	COMPUTER	3DHFGF1	DELL POWEREDGE 2950	2008	OBSOLETE
Y	E54537	COMPUTER	933MJ81	DELL POWEREDGE 2950	2005	OBSOLETE
Y	E56065	COMPUTER	9GM4D1	LATITUDE D520	2007	OBSOLETE
Y	E56799	COMPUTER	CJD40F1	DELL POWEREDGE 2950	2007	OBSOLETE
Y	E57826	COMPUTER	F4M2TG1	DELL POWEREDGE 2950	2008	OBSOLETE

Disposal Comments: ALL HARD DRIVES BLANKED

INFORMATION TECHNOLOGY (IT Technician): STACEY KING

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Director (Print Name): KRIS BLOM

RECOMMENDATION:

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Meeting Date:

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By (Deputy Clerk)

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by:

Print Name

Signature

Date

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Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: OFFICE OF STATE ATTORNEY COST CENTER NO: 410306

KRIS BLOM DATE: JUNE 24, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: (850) 595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E55979	COMPUTER	5YDY2D1	OPTIPLEX 745	2007	OBSOLETE
Y	E56040	COMPUTER	665MBD1	LATITUDE D520	2007	OBSOLETE
Y	E53698	COMPUTER	8FD9W61	LATITUDE D505	2005	OBSOLETE
Y	E54667	COMPUTER	96Y6W81	LATITUDE D510	2005	OBSOLETE
Y	E54668	COMPUTER	26Y6W81	LATITUDE D510	2005	OBSOLETE
Y	E55978	COMPUTER	9YDV2D1	OPTIPLEX 745	2007	OBSOLETE

Disposal Comments: ALL HARD DRIVES BLANKED

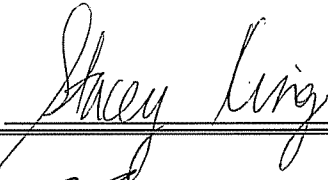
INFORMATION TECHNOLOGY (IT Technician): STACEY KING

Print Name

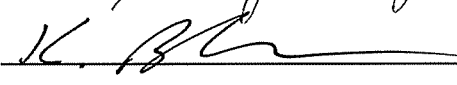
Conditions: Dispose-Good Condition-Unusable for BOCC

 X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: JUNE 24, 2014 Information Technology Technician Signature: 

Date: JULY 1, 2014

FROM: Escambia County Department Director (Signature): 

Director (Print Name): KRIS BLOM

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by:

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: OFFICE OF STATE ATTORNEY COST CENTER NO: 410306

KRIS BLOM DATE: JUNE 24, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: (850) 595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E55874	COMPUTER	HC08QC1	OPTIPLEX GX520	2007	OBSOLETE
Y	E55144	COMPUTER	6C2DKB1	OPTIPLEX GX520	2006	OBSOLETE
Y	E56371	COMPUTER	3XVZDL1	OPTIPLEX 745	2007	OBSOLETE
Y	E53933	COMPUTER	6THBH71	OPTIPLEX GX280	2005	OBSOLETE
Y	E55995	COMPUTER	1YX04D1	OPTIPLEX 745	2007	OBSOLETE

Disposal Comments: ALL HARD DRIVES BLANKED

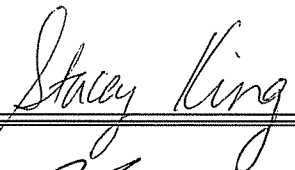
INFORMATION TECHNOLOGY (IT Technician): STACEY KING

Print Name

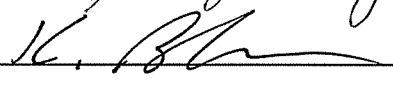
Conditions: Dispose-Good Condition-Unusable for BOCC

 X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: JUNE 24, 2014 Information Technology Technician Signature: 

Date: JULY 1, 2014

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Director (Print Name): KRIS BLOM

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TO: Board of County Commissioners

Meeting Date:

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ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: OFFICE OF STATE ATTORNEY COST CENTER NO: 410306

KRIS BLOM DATE: JUNE 24, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: (850) 595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E55065	COMPUTER	CXFP6B1	OPTIPLEX 520	2006	OBSOLETE
Y	E53492	COMPUTER	8SH4361	OPTIPLEX GX280	2004	OBSOLETE
Y	E55982	COMPUTER	1YDY2D1	OPTIPLEX 745	2007	OBSOLETE
Y	E56475	COMPUTER	1CHZFD1	OPTIPLEX 745	2007	OBSOLETE
Y	E55066	COMPUTER	FXFP6B1	OPTIPLEX GX520	2006	OBSOLETE
Y	E57017	COMPUTER	944NMF1	OPTIPLEX 740	2008	OBSOLETE

Disposal Comments: ALL HARD DRIVES BLANKED

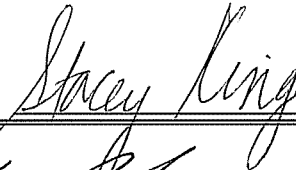
INFORMATION TECHNOLOGY (IT Technician): STACEY KING

Print Name


Conditions: Dispose-Good Condition-Unusable for BOCC

 X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: JUNE 24, 2014 Information Technology Technician Signature: 

Date: JULY 1, 2014

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Director (Print Name): KRIS BLOM

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)

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Clerk & Comptroller's Finance Signature of Receipt

Date

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**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: OFFICE OF STATE ATTORNEY COST CENTER NO: 410306

KRIS BLOM DATE: JUNE 24, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: (850) 595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E55870	COMPUTER	CYZ7QC1	OPTIPLEX GX520	2007	OBSOLETE
Y	E55821	COMPUTER	1F08QC1	OPTIPLEX GX520	2007	OBSOLETE
Y	E55868	COMPUTER	1D08QC1	OPTIPLEX GX520	2007	OBSOLETE
Y	E55866	COMPUTER	3ZG4KC1	OPTIPLEX GX520	2007	OBSOLETE
Y	E55871	COMPUTER	FC08QC1	OPTIPLEX GX520	2007	OBSOLETE
Y	E55873	COMPUTER	9D08QC1	OPTIPLEX GX520	2007	OBSOLETE

Disposal Comments: ALL HARD DRIVES BLANKED


INFORMATION TECHNOLOGY (IT Technician): STACEY KING

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC

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Director (Print Name): KRIS BLOM

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Date

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KRIS BLOM DATE: JUNE 24, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: (850) 595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E55820	COMPUTER	GYS4KC1	LATITUDE D520	2007	OBSOLETE
Y	E54098	COMPUTER	96W4181	OPTIPLEX 520	2005	OBSOLETE
Y	E54754	COMPUTER	946Z791	OPTIPLEX 520	2006	OBSOLETE
Y	E54658	COMPUTER	9KWBW81	OPTIPLEX 520	2005	OBSOLETE
Y	E54504	COMPUTER	3LJTG81	OPTIPLEX 520	2005	OBSOLETE
Y	E51957	COMPUTER	7DSNN21	OPTIPLEX 520	2003	OBSOLETE

Disposal Comments: ALL HARD DRIVES BLANKED

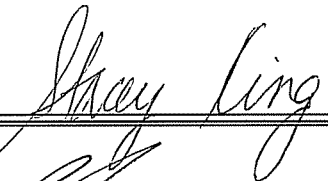
INFORMATION TECHNOLOGY (IT Technician): STACEY KING

Print Name

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Director (Print Name): KRIS BLOM

RECOMMENDATION:

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Meeting Date:

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By (Deputy Clerk)

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KRIS BLOM DATE: JUNE 24, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: (850) 595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E54747	COMPUTER	H46Z791	OPTIPLEX GX520	2006	OBSOLETE
Y	E54752	COMPUTER	C46Z791	OPTIPLEX GX520	2006	OBSOLETE
Y	E57018	COMPUTER	244NMF1	OPTIPLEX 740	2008	OBSOLETE
Y	E55729	COMPUTER	7BTQHC1	OPTIPLEX GX520	2007	OBSOLETE
Y	E57014	COMPUTER	644NMF1	OPTIPLEX 740	2008	OBSOLETE
Y	E57023	COMPUTER	344NMF1	OPTIPLEX 740	2008	OBSOLETE

Disposal Comments: ALL HARD DRIVES BLANKED

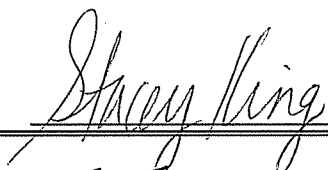
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Director (Print Name): KRIS BLOM

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

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Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

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Date

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KRIS BLOM DATE: JUNE 24, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: (850) 595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E57016	COMPUTER	444NMF1	OPTIPLEX 740	2008	OBSOLETE
Y	E54654	COMPUTER	4KWBW81	OPTIPLEX GX520	2005	OBSOLETE
Y	E54096	COMPUTER	4LW4181	OPTIPLEX GX520	2005	OBSOLETE
Y	E55048	COMPUTER	8BY95B1	OPTIPLEX GX520	2006	OBSOLETE
Y	E54882	COMPUTER	BVMXQ91	OPTIPLEX GX520	2006	OBSOLETE
Y	E54502	COMPUTER	5KJTG81	OPTIPLEX GX520	2005	OBSOLETE

Disposal Comments: ALL HARD DRIVES BLANKED


INFORMATION TECHNOLOGY (IT Technician): STACEY KING

Print Name


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 X Dispose-Bad Condition-Send for recycling-Unusable

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Date: JULY 1, 2014

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KRIS BLOM DATE: JUNE 24, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: (850) 595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E55730	COMPUTER	FBTQHC1	OPTIPLEX GX520	2007	OBSOLETE
Y	E56035	COMPUTER	4T4MBD1	LATITUDE D520	2007	OBSOLETE
Y	E55062	COMPUTER	HXFP6B1	OPTIPLEX GX520	2006	OBSOLETE

Disposal Comments: ALL HARD DRIVES BLANKED


INFORMATION TECHNOLOGY (IT Technician): STACEY KING

Print Name


Conditions: Dispose-Good Condition-Unusable for BOCC

 X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: JUNE 24, 2014 Information Technology Technician Signature: 

Date: JULY 1, 2014

FROM: Escambia County Department Director (Signature): 

Director (Print Name): KRIS BLOM

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by:

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6567

County Administrator's Report 16. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/21/2014

Issue: Four Request for Disposition of Property Forms - Recommend Authorization Be Given to Dispose of Obsolete Equipment

From: Kris Blom, IT Supervisor

Organization: State Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Four Request for Disposition of Property Forms for the Office of the State Attorney - Dispose of Obsolete Equipment/Computers - Kris Blom, IT Supervisor, Office of the State Attorney

That the Board approve the four Request for Disposition of Property Forms for the Office of the State Attorney for equipment/computers that have reached the end of their service life and are now of no value. Due to the condition of the items, which are described and listed on the Request Forms, it is requested they be declared surplus and disposed of properly.

BACKGROUND:

IT equipment purchased from Article 5 funding by Office of State Attorney.

BUDGETARY IMPACT:

None.

LEGAL CONSIDERATIONS/SIGN-OFF:

Approved by Kris Blom, IT Supervisor, Office of State Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Recommend Escambia County pick up items for disposal. Please coordinate with Kris Blom.

Attachments

OSA Disposal Forms

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

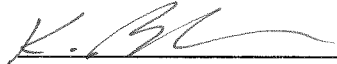
FROM: Disposing Department: OFFICE OF STATE ATTORNEY COST CENTER NO: 410306

KRIS BLOM

DATE: JULY 24, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):



Phone No: (850) 595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	057416-000	SWITCH	FDO1208Z14U	CISCO 2821 ROUTER		OBSOLETE
Y	058474-000	LAPTOP	HH6B1L1	LATITUDE E6500	2009	OBSOLETE

Disposal Comments: ALL HARD DRIVES BLANKED

INFORMATION TECHNOLOGY (IT Technician): STACEY KING

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC

 X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: JULY 24, 2014 Information Technology Technician Signature:



Date: AUGUST 1, 2014

FROM: Escambia County Department Director (Signature):



Director (Print Name): KRIS BLOM

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

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ESCAMBIA COUNTY, FLORIDA**

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FROM: Disposing Department: OFFICE OF STATE ATTORNEY COST CENTER NO: 410306

KRIS BLOM

DATE: JULY 24, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

K. Blom

Phone No: (850) 595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	053485-000	DESKTOP	7SH4361	OPTIPLEX GX280	2005	OBSOLETE
Y	053489-000	DESKTOP	FSH4361	OPTIPLEX GX280	2005	OBSOLETE
Y	053490-000	DESKTOP	9SH4361	OPTIPLEX GX280	2005	OBSOLETE
Y	053426-000	PRINTER	9920NDV	LEXMARK OPTRA T634	2004	OBSOLETE
Y	055998-000	DESKTOP	5YX04D1	OPTIPLEX 745	2007	OBSOLETE
Y	056073-000	LAPTOP	7VNS4D1	LATITUDE D520	2007	OBSOLETE

Disposal Comments: ALL HARD DRIVES BLANKED

INFORMATION TECHNOLOGY (IT Technician): STACEY KING

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC

 X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: JULY 24, 2014 Information Technology Technician Signature:

Stacey King

Date: AUGUST 1, 2014

FROM: Escambia County Department Director (Signature):

K. Blom

Director (Print Name): KRIS BLOM

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)

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TO: Clerk & Comptroller's Finance Department

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KRIS BLOM

DATE: JULY 24, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):



Phone No: (850) 595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	055072-000	LAPTOP	CN0CC2807168635DK7	LATITUDE D510	2006	OBSOLETE
Y	055693-000	LAPTOP	3H79GC1	LATITUDE D520	2007	OBSOLETE
Y	055729-000	DESKTOP	7BTQHC1	OPTIPLEX GX520	2007	OBSOLETE
Y	058259-000	SCANNER	DD311812	DR-5010-C	2009	OBSOLETE
Y	051959-000		DFSNN21	MX04N7364760534287UM	2003	OBSOLETE
Y	053424-000	DESKTOP	J7WJX51	OPTIPLEX GX280	2005	OBSOLETE

Disposal Comments: ALL HARD DRIVES BLANKED

INFORMATION TECHNOLOGY (IT Technician): STACEY KING

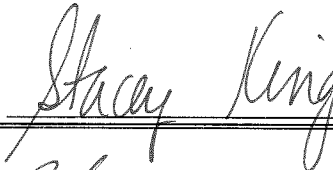
Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC

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Date: JULY 24, 2014 Information Technology Technician Signature:



Date: AUGUST 1, 2014

FROM: Escambia County Department Director (Signature):



Director (Print Name): KRIS BLOM

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) _____

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Date

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TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: OFFICE OF STATE ATTORNEY COST CENTER NO: 410306

KRIS BLOM DATE: JULY 24, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): K. BLOM Phone No: (850) 595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	057827-001	TAPE DRIVE	XCPWPPWJ5		2009	OBSOLETE
Y	052319-000	LASER PRINTER	S9914WN3		2003	OBSOLETE
Y	052478-001	LASER PRINTER		LEXMARK T500	2006	OBSOLETE
Y	053440-000	LASER PRINTER	9920NDW	LEXMARK T634	2004	OBSOLETE
Y	054143-000	AMPLIFIER	D273015		2005	OBSOLETE
Y	054880-000	DESKTOP	4VMXQ91	OPTIPLEX GX520	2007	OBSOLETE

Disposal Comments: ALL HARD DRIVES BLANKED

INFORMATION TECHNOLOGY (IT Technician): STACEY KING

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC

 X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: JULY 24, 2014 Information Technology Technician Signature: Stacey King

Date: AUGUST 1, 2014

FROM: Escambia County Department Director (Signature): K. BLOM

Director (Print Name): KRIS BLOM

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by:

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6619

County Administrator's Report 16. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/21/2014

Issue: Request for Disposition of Property

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Public Safety Department, Emergency Medical Services Division - Michael D. Weaver, Public Safety Department Director

That the Board approve two Request for Disposition of Property Forms for the Public Safety Department, Emergency Medical Services Division, for property which is described and listed on the Request Forms, with reason for disposition stated. This property is to be auctioned as surplus or properly disposed of.

BACKGROUND:

Escambia County establishes policy for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 274.07.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Florida Statute 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Public Safety Department will remove the appropriate property tag(s) and return them with a copy of the associated disposition form to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment from the Public Safety Department's inventory.

Attachments

EMS Property Disposition Forms

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Dept.: Public Safety

COST CENTER NO: 330302

Trisha K. Pohlmann

DATE: 7/24/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No:

850-471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	52028	Ford Truck	1FTNW20P53ED42144	F-250	2003	Poor

Disposal Comments: Vehicle of no further use to the County and are to be auctioned or otherwise properly disposed of with any proceeds from auction to be credited to the appropriate L.O.S.T. Fund.

INFORMATION TECHNOLOGY (IT Technician):

N/A

Print Name

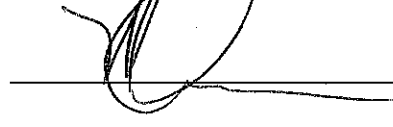
Conditions: Dispose-Good Condition-Unusable for BOCC

 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: Information Technology Technician Signature: 

Date: 7/24/2014

FROM: Escambia County Department Director (Signature): 

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by:

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.

rev. sh 11.19.13

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Dept.: Public Safety

COST CENTER NO: 330302

Trisha K. Pohlmann

DATE: 8/5/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):



Phone No: 850-471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	54812	Vehicle Camera	Unknown	DC-2002-64	2006	Unknown

Disposal Comments: In its meeting held December 5, 2013, the Board approved the proper disposal of Ambulance Unit 20 (Property #55260). The above referenced asset (DriveCam) was not removed from the vehicle prior to disposal. It is no longer in County possession.

INFORMATION TECHNOLOGY (IT Technician):

N/A

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC

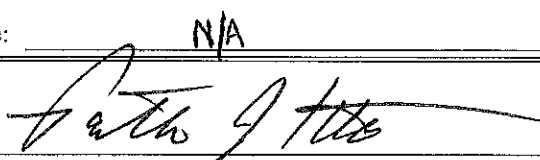
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: Information Technology Technician Signature: N/A

Date: 8/5/2014

FROM: Escambia County Department Director (Signature):



Director (Print Name): acting for Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by:

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.

rev. sh 11.19.13



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6623

County Administrator's Report 16. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/21/2014

Issue: Escambia County Disability Awareness Committee Appointee

From: Steven Barry, District 5 Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

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

That the Board appoint R. Melvin Gaylard, replacing Angela McMahan, who resigned, as Commissioner Steven Barry's appointee on the Escambia County Disability Awareness Committee, effective August 21, 2014, and running concurrently with Commissioner Barry's term of office (November 2016) or at his discretion.

BACKGROUND:

Angela McMahan resigned and therefore left a vacant position on the Escambia County Disability Awareness Committee.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I, Part B.1, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Bio of R. Melvin Gaylard

R. Melvin Gaylard

263 San Carlos Road

Cantonment, FL

(850)-968-9933 / home

(850)-516-7105 / cell

I am 49 years old and have been disabled since the age of 17. I was electrocuted in a farm accident that resulted in the amputation of both hands. Since then, I have tried to face life with a positive attitude.

I have earned an AA degree and stopped just short of a BA.

I have been married for 31 years and have 3 children and 1 grandchild.

My current job is a Teacher Assistant Special in the ESE Dept. at Tate High School.

My previous jobs have been; Substitute Teacher, Youth Pastor, ADA Paratransit Coordinator, Peer Counselor, Federal Civil Service, Delivery Driver.

I have been a 4H volunteer for several years and served as; club leader, resource leader, chaperone.

My hobbies include; camping, hunting, fishing, 4 wheeler riding, water skiing, motorcycle riding.

I would consider it an honor to serve on the Disability Awareness Committee to help our community and people with disabilities to progress in a positive and beneficial direction for all.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6612

County Administrator's Report 16. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/21/2014

Issue: Request for Disposition of Property

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

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

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

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property 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 Disposition of County Property policies of the BCC.

Attachments

CED Disposition 8-14

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Community & Environment

COST CENTER NO: 220523/220805/212401

Susan R. Holt

DATE: 8/4/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

Susan R Holt

Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	054179	Business Inkjet Printer	TH4C04407T	2800	2005	fair
Y	049478	Ricoh Copier	H2500901193	Aficio 270	2001	poor
N	054134	Trimble GEO XTM GPS	4450E01182	50950-20	2005	poor
Y	058227	Pedestrian Counter	22318	The Scanner	2009	poor

Disposal Comments: Printer not needed by Dept. and is not cost effective to operate. Copier is broken & obsolete.
GPS unit is broken and is beyond repair. Pedestrian Counter was damaged by April flood and cannot be repaired.

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: 8/4/2014

FROM: Escambia County Department Director (Signature):

Keith Wilkins

Director (Print Name): Keith Wilkins

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6627

County Administrator's Report 16. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/21/2014

Issue: Community Redevelopment Agency Meeting Minutes, July 24, 2014

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, July 24, 2014 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the July 24, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Clara Long, CRA Division Manager.

BACKGROUND:

On July 24, 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 July 24, 2014



**MINUTES
COMMUNITY REDEVELOPMENT AGENCY
July 24, 2014
8:45 a.m.**

**BOARD CHAMBERS, FIRST FLOOR,
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA**

Present: Gene M. Valentino, Vice Chair
Wilson Robertson, Commissioner
Lumon J. May, Chair
Grover Robinson, IV, Commissioner
Steven L. Barry, Commissioner

Staff Present: Larry Newsom, Interim County
Administrator
Alison Rogers, County Attorney
Clara Long, Division Manager
Keith Wilkins, Department Director

Attendees: Melanie Johnson

Call to Order.

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

Meeting was called to order by Commissioner May at 8:47 AM

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

Motion made by Commissioner Steven L. Barry, Seconded by Commissioner Wilson Robertson

To waived the reading of the Advertisement.

Vote: 4 - 0

Other: Commissioner Grover Robinson, IV (ABSENT)

I. Public Forum

II. Technical/Public Service

- 1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, June 26, 2014 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the June 26, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Clara Long, CRA Division Manager.

Motion made by Commissioner Steven L. Barry, Seconded by Commissioner Wilson Robertson

Vote: 4 - 0

Other: Commissioner Grover Robinson, IV (ABSENT)

III. Budget/Finance

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

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following seven Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Hazel C. Browning, the owner of residential property located at 2800 North "E" Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$1,650, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for roof replacement;
2. The Agreements between Escambia County CRA and Litedra Burgess, the owner of residential property located at 921 West Michigan Avenue, Pensacola, Florida, in the Palafox Redevelopment District, each in the amount of \$1,875, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, for roof replacement;
3. The Agreements between Escambia County CRA and C. Patrick Granat, the owner of residential property located at 402 SE Syrcle Drive, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$1,697, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for sanitary sewer connection;
4. The Agreements between Escambia County CRA and Sally Hope, the owner of

residential property located at 110 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$1,450, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection;

5. The Agreements between Escambia County CRA and Johnnie Kidd, the owner of residential property located at 1710 West Lakeview Avenue, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$1,950, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for roof replacement;

6. The Agreements between Escambia County CRA and Colvin L. Jr. and Evelyn D. Rancifer, the owners of residential property located at 1611 West Lakeview Avenue, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$2,251, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for roof replacement;

7. The Agreements between Escambia County CRA and Lilia Oakey Whitehouse, the owner of residential property located at 1306 Wilson Avenue, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$1,245, 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 the Grant awards.

Motion made by Commissioner Wilson Robertson, Seconded by Commissioner Grover Robinson, IV

Vote: 5 - 0 - Unanimously

2 Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 919 West Michigan Avenue- Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for the property located at 919 West Michigan Avenue:

A. Approve the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Litedra Burgess, the owner of commercial property located at 919 West Michigan Avenue, Pensacola, Florida, in the Palafox Redevelopment District, each in the amount of \$2,987, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, and/or Neighborhood Enterprise Division (NED) 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, 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.

Motion made by Commissioner Steven L. Barry, Seconded by Commissioner Grover Robinson, IV

Vote: 5 - 0 - Unanimously

3 Recommendation Concerning the Cancellation of a Commercial Facade, Landscape, and Infrastructure Grant Program Lien - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien:

A. Approve the following cancellation of a Commercial Facade, Landscape, and Infrastructure Grant Program Lien, as the Grant recipient has met the Grant requirements:

Property Owner's Name	Address	Lien Amount
Bien Dong Oriental Market	3510 West Mobile Highway	\$10,000

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

Motion made by Commissioner Steven L. Barry, Seconded by Commissioner Wilson Robertson

Vote: 5 - 0 - Unanimously

4 Recommendation Concerning the Cancellation of three Residential Rehab Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellation of three Residential Rehab Grant Program Liens, as the Grant recipients have met their Grant requirements:

Property Owner	Address	Amount
Gregory K. Johnson	18 Milton Road	\$1,087
David & Susan Myers	1319 Wilson Avenue	\$1,247

Christine M. Rice	218 Payne Road	\$927
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B. Authorize the Chairman to execute the Cancellation of Lien documents.

Motion made by Commissioner Grover Robinson, IV, Seconded by Vice Chair Gene M. Valentino

Vote: 5 - 0 - Unanimously

IV. Discussion/Information Items

CRA will provide before and after renderings of Grant projects awarded.

Adjournment.

Meeting was adjourned at 8:57 AM



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6647

County Administrator's Report 16. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/21/2014

Issue: 2013 Community Assistance Visit Report for Escambia County

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 2013 Community Assistance Visit Report for Escambia County - Jack R. Brown, County Administrator

That the Board accept and acknowledge for the Board's Official Record the 2013 Community Assistance Visit Report for Escambia County, prepared by the State Floodplain Management Office, Bureau of Mitigation, Florida Division of Emergency Management.

BACKGROUND:

The Florida Division of Emergency Management, State Floodplain Management Office conducts Community Assistance Visits periodically with communities to discuss their floodplain management programs, participation in the National Flood Insurance Program, and staff activities concerning regulation of development in floodplains.

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

Report



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

July 2, 2014

Mr. Jack R. Brown
Escambia County
221 Palafox Place
Pensacola, FL 32502

RE: National Flood Insurance Program Community Assistance Visit

Dear Mr. Brown:

We appreciate the cooperation and interest by Mr. Donald R. Mayo and Mr. H.T. Gibson during the Community Assistance Visit (CAV) on February 27, 2014. The Florida Division of Emergency Management, State Floodplain Management Office, conducts such meetings periodically with communities to discuss their floodplain management programs, participation in the National Flood Insurance Program (NFIP), and staff activities concerning regulation of development in floodplains. The visit also gives us an opportunity to assess enforcement of the local ordinance that was adopted to meet the requirements for participation in the NFIP and to determine whether additional technical assistance is needed.

Our assessment indicates that Escambia County is appropriately and effectively implementing its floodplain management program. County staff coordinates well and stay up to date and informed about current floodplain management regulations and procedures through training they attend. The County is fortunate to have a team that diligently pursues flood resiliency in the community.

Attached is the CAV report describing the findings of our visit. This letter confirms that the County has completed the CAV follow-up process, successfully addressing any deficiencies and/or violations that were originally identified. We have advised FEMA that the community is eligible for continued participation in the NFIP. The attached report has been provided to FEMA for its records. Should you have any questions regarding the Community Assistance Visit Report, please contact Steve Martin, Program Manager, State Floodplain Management Office at (850) 922-5269 or by email at steve.martin@em.myflorida.com.

Sincerely,

Marianne Arbulu, MPA
State Floodplain Manager
Bureau of Mitigation
Florida Division of Emergency Management

MA/mr

Mr. Brown
July 2, 2014
Page 2

Attachment: Community Assistance Visit Report

cc: Miles Anderson, Chief, Bureau of Mitigation
Steve Martin, CFM, Program Manager, State Floodplain Management Office
cc/attach: Prasad Inmula, CFM, Natural Hazards Program Specialist, FEMA Region IV
H.T. Gibson, CFM, Escambia County Floodplain Administrator



2013 Community Assistance Visit

Escambia County CAV Report

July 1, 2014

State Floodplain Management Office
Bureau of Mitigation
Florida Division of Emergency Management

1. INTRODUCTION

1.1. General

On February 27, 2014, the Florida Division of Emergency Management, State Floodplain Management Office (SFMO) conducted a Community Assistance Visit (CAV) with Escambia County (CID 120080) in accordance with the procedures set forth in the Federal Emergency Management Agency (FEMA) Community Assistance Program.

1.2. Purpose

The purpose of the CAV was to assess the County's floodplain management program and overall knowledge of the National Flood Insurance Program (NFIP), and to provide staff with any technical assistance in general or specifically relating to identified program deficiencies. CAVs provide an opportunity to establish or re-establish working relationships between the SFMO and NFIP participating communities to create a greater awareness of the NFIP and its requirements.

1.3. CAV Structure

The CAV consisted of a floodplain tour by SFMO staff, followed by a meeting with Escambia County staff to discuss the community's floodplain management program in general and to examine floodplain permit files.

1.4. Attendees

The CAV meeting was attended by Mr. Harry T. Gibson, Jr., CFM, (Floodplain Administrator), and Mr. Donald R. Mayo (Building Official & Director of the Building Inspection Department) of Escambia County; and Marlee Robinson, CFM (State Floodplain Management Specialist) of the State Floodplain Management Office (SFMO).

1.5. Community Contact Information

Floodplain Administrator (FPA): Harry T. Gibson, CFM, Floodplain Administrator
3363 West Park Place
Pensacola, FL 32505
(850) 595-3550
htgibson@myescambia.com

Chief Executive Officer (CEO): Jack R. Brown, County Administrator
221 Palafox Place
Pensacola, FL 32502
(850)595-3936
administrator@myescambia.com

2. FINDINGS

2.1. Are there problems with the community's floodplain management regulations?

Minor. The community adopted the Florida Building Code (FBC) coordinated State model floodplain management ordinance on December 5, 2013. At the time of the CAV, the community was actively pursuing the adoption of the building code amendments that are required to accompany the State's model floodplain management regulations, as a separate ordinance. Once the County adopts the accompanying building code amendments, the amendments must be submitted to the State Floodplain Management Office (SFMO). When this occurs, the SFMO will transmit the adopted ordinance to FEMA Region IV for final approval.

2.2. Are there problems with the community's administrative and enforcement procedures?

None. The community has effectively maintained the application and enforcement of its ordinance. The County has a proactive floodplain management program and is committed to ensuring that development activity in SFHAs (Special Flood Hazard Areas) is compliant with the NFIP. The current Floodplain Administrator has worked with the Building Official to establish multiple policies that have improved the administrative processes for reviewing floodplain development applications. For example, there is now a policy in place that requires the Floodplain Administrator to make a substantial damage/substantial improvement determination before any permit to improve a building or structure in the SFHA is issued. Another memo, issued by Mr. Mayo, County Building Official, requires the Floodplain Administrator to review all plan reviews for building or manufactured home permit applications located in "A" or "V" zones. These procedures will help ensure that all permits for development in SFHAs will undergo a thorough review by Mr. Gibson.

2.3. Are there engineering or other problems with the maps or flood insurance study?

None. The Floodplain Administrator did not note any engineering or other problems with the community's maps.

2.4. Are there other problems in the community's floodplain management program?

None. No other problems with the County's floodplain management program were observed by the SFMO.

2.5. Are there programmatic issues or problems identified?

N/A. No programmatic issues or problems not specific to Escambia County have been identified.

2.6. Are there potential violations of the community's floodplain management regulations?

No. Prior to the CAV meeting, the County's floodplains were toured virtually using Google Earth and Street View, and in-person by SFMO staff in order to observe any development that

has been or is occurring in the floodplain. The virtual tour and field tour examined properties identified by the County and properties randomly observed during the course of the field tour. Results from the virtual tour were utilized to plan a geographically dispersed county-wide field tour that included multiple properties from various subdivisions, neighborhoods, and geographic areas in the SFHA. The field tour also included recently permitted structures in the SFHA. During the CAV meeting, the Floodplain Administrator produced permit application files for most of the properties that were requested by SFMO staff. Some of the properties in question did not have elevation certificates on file. At the time of the CAV, Mr. Gibson was working closely with the County's ISO representative to maintain the County's Community Rating System (CRS) level by obtaining the requested elevation certificates (ECs) for structures in the SFHA that were permitted prior to Mr. Gibson assuming the role as Floodplain Administrator. Since the time of the CAV, Mr. Gibson was able to obtain the required ECs and correct those that were found to be deficient. The ECs that the County provided to the SFMO were found to be compliant with the FEMA Elevation Certificate Instructions. Therefore, the SFMO does not note any potential violations to the County's floodplain management regulations.

3. COMMUNITY BACKGROUND

3.1. Community Assistance Visit / Community Assistance Contact History

According to FEMA's Community Information System (CIS), the last Community Assistance Contact (CAC) for Escambia County was conducted by FEMA on June 11, 2009. The CAC was conducted in coordination with the Joint Field Office (JFO) set up in response to the "Florida Severe Storms, Flooding, Tornadoes, and Straight-line Winds" (DR-1831) event of 2009. The CAC reports that the community was properly enforcing NFIP regulations and did not have record of any structures within the County receiving damage from the declared disaster. The last Community Assistance Visit (CAV) was conducted by the State on March 6, 2002 and closed within six months. The CAV narrative noted that certain revisions were required to the floodplain ordinance.

3.2. Floodplain Administrator

Mr. H.T. Gibson, CFM, is designated by the County Administrator to administer the floodplain management program for Escambia County. At the time of the CAV, he had served in this position for two months. Prior to this appointment, Mr. Gibson worked with the County in the role of Building Inspector. When the County decided to move the floodplain management program back to the Building Inspections Department, Mr. Donald Mayo, the County Building Official and Building Inspections Department Director, requested for Mr. Gibson to fill the Floodplain Administrator role. Since this reorganization, the County's floodplain management administration and enforcement has been greatly improved (see Sec. 2.2.). Mr. Gibson has the responsibility of completing floodplain reviews for all development permit applications in the SFHA. He brings with him the experience of a County Building Inspector, along with his CFM certification, which he has maintained for the past seven years. Mr. Gibson has the strong support of Mr. Mayo, allowing him to conduct the necessary inspections and

reviews to ensure that all development in the SFHA complies with the regulations in the County's floodplain ordinance.

3.3. Flood Insurance Statistics

According to CIS, as of April 30, 2014, Escambia County has 13,349 NFIP policies that generate \$6,225,208 in annual premiums, resulting in a total insurance coverage of \$3,236,291,400. There are 559 minus-rated policies, 486 of which are located in A zones, and 73 of which are located in V zones. There have been 212 closed paid losses totaling \$4,201,734. The community has 412 repetitive loss structures, 260 within AE, A, AO, or AH zones, 16 within V zones, and 136 within B, C, or X zones. There are 16 structures with four or more losses. The total repetitive loss payment for buildings is \$90,020,009. Between the years of 1995 and 2005, Escambia County was impacted by four hurricanes, Opal, Erin, Ivan, and Dennis. The damage from hurricanes, coupled with flooding from heavy rain events has contributed to the high number of repetitive loss structures in the County. In an effort to reduce this number, the Floodplain Administrator is working with Florida Division of Emergency Management's (FDEM) Flood Mitigation Grants Specialists (see Section 5).

4. DEVELOPMENT

4.1. General

Escambia County's general procedures for the review of permits are appropriate. The County has issued 333 permits in SFHAs over the past five years (since February 1, 2009). The predominant type of construction in AE, A, AO or AH zones is stem wall foundation with back-fill. In V zones, the predominant type of construction is piling foundation. The County requires the submission of up to three elevation certificates (EC) during the permit review process. The community enforces a three foot freeboard requirement for all development in SFHAs and each EC must clearly demonstrate that the freeboard requirement has been followed. A first EC is submitted when the homeowner applies for a building permit, a second once the foundation slab is poured, and a final EC is submitted prior to the issuance of a certificate of occupancy. The Floodplain Administrator conducts an inspection at each of these three stages as well. This ensures that the elevation certificate is completed correctly, and that the construction is adhering to NFIP regulations. The County has an inter-local agreement with the Santa Rosa Island Authority (SRIA) to perform permitting and inspections for development after the original approval is issued by the SRIA.

4.2. Substantial Improvement / Substantial Damage

The community's regulations meet the minimum NFIP requirements for substantial improvement. Valuation of proposed improvement is determined when an application goes through plan review. The County uses the market value based appraisal to determine if the proposed development activity will constitute a substantial improvement. No structures were determined to have been substantially damaged over the past 5 years; however, the Floodplain Administrator has made substantial damage

determinations in the past, specifically following the destruction due to Hurricane Ivan in the Pensacola Beach area.

4.3. Accessory Structures

Sheds and accessory structures equal or greater than 401 square feet in size shall be designed with Building Code standards and are required to submit an application for a building permit. All accessory structures must adhere to the provisions of the County's flood damage prevention ordinance.

4.4. Manufactured Homes / Recreational Vehicles

The County enforces the minimum NFIP requirements to ensure new or existing manufactured homes are in compliance. Newly installed manufactured homes are required to have the bottom of the frame, and all accompanying equipment, elevated to or above three feet above the Base Flood Elevation (BFE). There are approximately 75 manufactured home units within the County.

4.5. Historic Structures

The County's Development Services Department administers regulations for historic structures; however, most of the historic buildings in the County are located within the jurisdiction of the City of Pensacola. While the community's ordinance allows for "variances" from NFIP standards, there have not yet been any variances granted to historic structures for such exemptions.

4.6. Violations and Enforcement

To ensure development is compliant with the County's flood damage prevention ordinance and NFIP regulations, Mr. Gibson periodically inspects the County's SFHAs for unpermitted development. Using enclosures below the BFE in V zones for purposes other than storage, parking, or access are common violations of the County's floodplain ordinance. In order to combat this issue, the County is working towards adopting a policy requiring a "non-conversion agreement", to be signed when a permit applicant plans to enclose an area below the BFE. This agreement would limit homeowners from converting enclosures into any use that is outside of the allowable temporary storage, parking, or access. It would also allow the County access to the enclosure at any time in order to ensure that there has not been a conversion to a non-compliant use. The SFMO has provided language to the County to incorporate this higher standard into their floodplain ordinance.

4.7. Variances

The County allows variances from floodplain management regulations if all NFIP criteria for the issuance of variances have been satisfied. Criteria for granting variances can be found in the County's Floodplain Management regulations, within the Land Development Code. According to Section 10.06.01, "the Escambia County Boards of Adjustments (BOA) shall hear and decide on requests for appeals and requests for variances from the strict application of this ordinance." Sections 10.06.07 and 10.06.08 list the considerations and conditions for granting variances.

5. MITIGATION

The County has maintained a CRS level of 6, allowing Escambia County residents to receive a 20% discount on their flood insurance premiums. The County actively participates in the Local Mitigation Strategy (LMS) process and has included measures for mitigating their repetitive loss structures in the LMS. Participation in mitigation grant programs has predominately been handled by the County's Development Services Department in the past; however, the Spring 2014 Flooding event (DR-4177-FL) has caused multiple homes to be added to the County's list of repetitive loss structures. The Floodplain Administrator has taken an interest in ensuring the largest number of homes are mitigated, and therefore protected from future flooding events, by working with the Flood Mitigation Grants Specialists at FDEM to submit an application for the next grant cycle.

County staff is encouraged to visit the Division of Emergency Management's Flood Mitigation Assistance Program webpage for further information regarding the availability of grants and the application process (see below). After the CAV meeting, the SFMO provided contact information for the State's Mitigation Grants Specialist to Mr. Gibson. The SFMO encourages coordination with other County departments to ensure relevant mitigation opportunities are pursued annually.

<http://www.floridadisaster.org/Mitigation/FMAP/index.htm>

6. FOLLOW-UP

6.1. Community Actions

6.1.1. Ordinance

As discussed in Sections 2.1, the SFMO requests that the County submit the Building Code amendments required to accompany the State's model floodplain ordinance as soon as they are adopted.

6.1.2. Potential Violations/ Required Actions

As stated in Section 2.7 of this report, all concerns raised by SFMO staff at the CAV meeting were satisfactorily resolved by the community; therefore no potential violations are listed.

6.2. State Actions

The SFMO will continue to provide technical assistance and information on training opportunities when requested. The SFMO will also ensure that the community receives information and technical assistance regarding available mitigation grant programs.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6583

County Administrator's Report 16. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/21/2014

Issue: Resolution Supporting Application for 2015-2016 Florida Beach Erosion Control Budget - Perdido Key Nourishment Project

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Supporting an Application to the Florida Department of Environmental Protection for State Funds for the 2015-2016 Florida Beach Erosion Control Program Budget for the Perdido Key Nourishment Project - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Resolution supporting an application to the Florida Department of Environmental Protection (FDEP) for State Funds for the 2015-2016 Florida Beach Erosion Control Program Budget for the Perdido Key Nourishment Project:

A. Adopt the Resolution supporting an application to FDEP for State Funds under Section 161.091, Florida Statutes, for the 2015-2016 Florida Beach Erosion Control Program Budget for the Perdido Key Nourishment Project; and

B. Authorize the Chairman to sign the Resolution.

[Funding: No direct budgetary impact at this time; however, there will be a local match required when the Perdido Key Nourishment Project is constructed and for continued maintenance of the Project post-construction to maximize eligibility for Federal Emergency Management Agency (FEMA) funds in the event of a declared disaster. Construction is projected to be in the spring 2016 pending identification of a local funding source]

BACKGROUND:

The impacts of Hurricanes Ivan, Dennis, and Katrina devastated the gulf front shoreline of Perdido Key. As a result, the FDEP has deemed portions of Perdido Key as "critically eroded." Since that time, Perdido Key shorelines have been further degraded from the impacts of Hurricanes Gustav and Isaac. A nourishment and dune restoration project will provide substantial protection against future storm events to mitigate damage to public infrastructures and private property.

The purpose of this resolution is to affirm local commitment to enhance and maintain the beaches of Perdido Key. This annual submittal of the resolution to FDEP is required for Perdido Key to be included in the budget for the Florida Beach Erosion Control Program. The County

has participated in this program since 2005 for Perdido Key hurricane recovery.

BUDGETARY IMPACT:

No direct budgetary impact at this time; however, there will be a local match required when the Perdido Key nourishment project is constructed and for continued maintenance of the project post-construction to maximize eligibility for FEMA funds in the event of a declared disaster. Construction is projected to be in the Spring of 2016 pending identification of a local funding source.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution has been reviewed by Stephen West, Assistant County Attorney, and approved as to form and legal sufficiency.

PERSONNEL:

Activities associated with this Resolution will be handled by Community & Environment Department staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is consistent with the Board's adopted Comprehensive Plan Goal to "properly manage and conserve the important natural resources of the County..."

IMPLEMENTATION/COORDINATION:

Once adopted, the Resolution will be forwarded to the FDEP for funding consideration.

Attachments

Resolution-FL BeachErosionControlProgramBudget 2015-2016

PK BchRestorationProj LGFR 15 16-08212014

RESOLUTION R2014-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA SUPPORTING AN APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR STATE FUNDS UNDER SECTION 161.091, FLORIDA STATUTES FOR THE 2015-2016 FLORIDA BEACH EROSION CONTROL PROGRAM BUDGET FOR THE PERDIDO KEY NOURISHMENT PROJECT CONSTRUCTION, POST CONSTRUCTION BEACH AND ENVIRONMENTAL MONITORING, AND IMPLEMENTATION OF A BEACH MANAGEMENT APPLICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners believes that Perdido Key needs a beach nourishment project in the wake of recent hurricanes and tropical storms; and

WHEREAS, Perdido Key also is recognized by the Department of Environmental Protection as having a critically eroded shoreline; and

WHEREAS, the Escambia County Board of County Commissioners supports the Department of Environmental Protection beach nourishment project for Perdido Key and is willing and able to serve as the local sponsor; and

WHEREAS, the Escambia County Board of County Commissioners intends to provide the full local funding share from local sources, such as pending RESTORE funds, to implement such a project as authorized by 161.101, Florida Statutes.

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

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

Section 2. That the Board of County Commissioners hereby supports the Perdido Key Beach nourishment program, and it is willing to serve as the local sponsor.

Section 3. That the Board also is prepared to provide the necessary local funding to implement this beach nourishment project.

Section 4. That this resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 21st day of August 2014.

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

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____

(SEAL)

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Att. County Attorney
Date: July 30, 2014

***PERDIDO KEY, FL
BEACH RESTORATION PROJECT***

**Florida Beach Erosion Control Program
Local Government Funding Request
FY 2015 – 2016**

Engineering Design, Construction, Construction Management, Monitoring

**LOCAL SPONSOR:
Escambia County, FL**



**Perdido Key, FL
Beach Restoration Project – Gulf Beach
R-19 to R-34, Escambia County FL**

FDEP FY 2015-2016 Local Government Funding Request

Project Name: Perdido Key, FL, Beach Restoration Project – Gulf Beach

Project Description: The Perdido Key, FL, Beach Restoration Project proposes, by permit, to place up to 1.25 million cubic yards (Mcy – pay volume) of beach quality material along three separate segments of the westernmost 6.5 miles of Gulf of Mexico shoreline at Perdido Key in Escambia County, FL. At present it is proposed to construct only the eastern Gulf Beach segments, consisting of beach nourishment and dune restoration for the 3.0-mile beach segment between FDEP monuments R-19 and R-34 (tapering onto Perdido Key State Park on the west end and onto the Gulf Islands National Seashore on the east end), totaling approximately 1.05 million cubic yards of sand. The dune feature along this nourishment segment will be restored where needed via sand placement and the installation of salt-tolerant vegetation and sand-fencing. The beach fill material will be excavated from an 84-acre offshore borrow site located approximately 1.1 to 1.8 miles offshore of Perdido Key near R-10 to R-11. Up to 1.5 Mcy of material may ultimately be excavated from the borrow site to achieve the 1.05 Mcy design fill template (pay volume).

Following the severe storm impacts of Hurricane Ivan in September 2004, Escambia County, FL, initiated a feasibility study for restoration of the beaches of Perdido Key, FL. The feasibility study addressed the short- and long-term shoreline and sand volume change trends in the project area -- including storm impacts, reviewed potential project logistics issues, analyzed the available alternatives for beach management, and recommended construction of a full-scale beach nourishment project supplied from a remote sand source (OAI, 2006). An offshore geotechnical sand search was conducted in 2005 to develop a borrow site for the project. The entire shoreline segment from R-1 to R-32 is designated by FDEP BBCS as a Critically Eroded shoreline. In the last several years, the project shoreline was impacted by Hurricanes Gustav and Ike (September 2008), Tropical Storm Ida (November 2009), and Hurricane Isaac (2012). The shoreline was likewise impacted by the Deepwater Horizon oil spill in Spring/Summer 2010 and its subsequent cleanup operations.

Use of Requested Program Funds: For FY 2015-2016, work will consist of the construction of the Gulf Beach restoration project itself, presently estimated to include the placement of 1.05 million cubic yards of sand (approx.) and the installation of salt-tolerant vegetation and sand fencing where needed along the existing dune feature. Additional funds are requested to assist in the permit-required sea turtle nest monitoring and relocation services, shorebird monitoring requirements, and beach tilling and scarp removal activities. Costs associated with the Year-1 monitoring of the project are likewise included with the construction cost.

Local Government Contact

Name	Title	e-mail address:	
Tim Day	Environmental Programs Manager - Coastal Systems and Floodplains	trday@co.escambia.fl.us	
Address 1:	3349 W. Park Place	Phone:	850-595-1144
Address 2:	Pensacola, FL 32505	Fax:	850-595-3481

Mapping: See Attachments and Tables 1 & 2

Project Length: **15,635 ft**

Eligibility:
See Table 1

Summary:

Gulf Beach: Shoreline Length: 15,635 ft Accessible: 10,335 ft (66.1%)

Table 1 – Access Points and Public Lodging Establishments - Gulf Beach (Perdido Key)

Location/ name	Address	R-mon	Type of Access	Width of Access/ Frontage (ft)	Total units or parking spaces	Public units or parking spaces	Eligible Shoreline (no overlap)
Perdido Key State Park	Perdido Key Dr.	R-19 to R-215	Recreational	2475			2475
La Vista (vacant)	Perdido Key Dr.	R-215	Comm/Res.	80	Eligible from Access #3 (530 ft)		530
Compass Point	Perdido Key Dr.	R-217	Comm/Res.	300			
Sea Shore	Perdido Key Dr.	R-219	Comm/Res.	80			
Escambia County #3 River Rd.	Perdido Key Dr.	R-22	Secondary Access	80	25	25	80
Sprinkler	Perdido Key Dr.	R-22.1	Comm/Res.	85	Eligible from Access #3 (790 ft)		790
Solana Shores	Perdido Key Dr.	R-22.2	Comm/Res.	80			
Sea Oaks	Perdido Key Dr.		Comm/Res.	70			
sfr	Perdido Key Dr.		Residential	75			
sfr	Perdido Key Dr.		Residential	65			
Nautique (vacant)	Perdido Key Dr.	R-22.5	Comm/Res.	95			
Sfr (3 lots)	Perdido Key Dr.	R-22.8	Residential	300			
Lost Key Landing	Perdido Key Dr.	R-23	Comm/Res.	80			0
Ocean Breeze	Perdido Key Dr.	R-23.2	Comm/Res.	85			0
Pelican Point (vacant)	Perdido Key Dr.	R-23.4	Comm/Res.	300			0
vacant	Perdido Key Dr.	R-23.5	Residential	80			0
Gulf Point (vacant)	Perdido Key Dr.	R-23.7	Comm/Res.	200			0
Sugar Sands (vacant)	Perdido Key Dr.	R-23.9	Comm/Res.	80			0
Windemere	Perdido Key Dr.	R-24	Comm/Res.	300			0
Palms of Perdido	Perdido Key Dr.	R-24.3	Comm/Res.	225			0
The Moorings	Perdido Key Dr.	R-24.4	Comm/Res.	75			0
sfr	Perdido Key Dr.	R-24.5	Residential	80			0
Dory	Perdido Key Dr.	R-24.6	Comm/Res.	80			0
vacant	Perdido Key Dr.	R-24.8	Comm/Res.	305			0
Escambia County #2 R-25	Perdido Key Dr.	R-25	Secondary Access	80	25	25	80
Gulf Side Villa	Perdido Key Dr.	R-25.1	Comm/Res.	80	Eligible from Access #2 (1320 ft)		1320
La Riva	Perdido Key Dr.	R-25.5	Comm/Res.	525			
Gulf Key	Perdido Key Dr.	R-25.8	Comm/Res.	180			
vacant	Perdido Key Dr.	R-26	Comm/Res.	395			
Blue Surf (vacant)	Perdido Key Dr.	R-26.3	Comm/Res.	80			
vacant	Perdido Key Dr.	R-26.5	Comm/Res.	205			
La Mer (vacant)	Perdido Key Dr.	R-26.6	Comm/Res.	300			0
vacant	Perdido Key Dr.	R-26.9	Comm/Res.	80			0
Mirabella	Perdido Key Dr.	R-27.2	Comm/Res.	400			0
Perdido Shores	Perdido Key Dr.	R-27.3	Comm/Res.	80			0
Coronado	Perdido Key Dr.	R-27.4	Comm/Res.	85			0
Perdido Shores	Perdido Key Dr.	R-27.5	Comm/Res.	85			0
Vacant (old Llan's)	Perdido Key Dr.	R-27.8	Comm/Res.	280			0
Ocean Breeze	Perdido Key Dr.	R-27.9	Comm/Res.	85			0
Perdido Sky	Perdido Key Dr.	R-28	Comm/Res.	85			0
Perdido Sun	Perdido Key Dr.	R-28.1	Comm/Res.	85			0
Palace	Perdido Key Dr.	R-28.3	Comm/Res.	200			0
Indigo	Perdido Key Dr.	R-28.7	Comm/Res.	485	Eligible from Access #1 (1050 ft)		1050
Beach Colony	Perdido Key Dr.	R-29.3	Comm/Res.	580			
Escambia County #1 Sandy Key Dr.	Sandy Key Dr.	R-29.4	Secondary Access	50	25	25	50
La Playa	13555 Sandy Key Dr.	R-29.5	Comm/Res.	270	Eligible from Access #1 (270 ft)		270
Sandy Key		R-30	Comm/Res.	775			
50 (2 lots)	Parasol Place	R-31	Residential	900	Eligible from GNS Primary Parking (1200 ft)		1200
Lands End	Johnson Beach Rd.	R-31.4	Comm/Res.	85			
Vista del Mar (vacant)	Johnson Beach Rd.	R-31.5	Comm/Res.	325			
Gulf Islands National Seashore	Johnson Beach Rd.	R-32 - R-34	Primary Access	2,450			2,450
Total for Gulf Beach				15,635			18,335

Schedule and Budget:

Table 2 - LONG RANGE BUDGET PLAN
Perdido Key, FL, Beach Restoration Project

	<u>Project Category</u>	<u>Task</u>	<u>Total Cost</u>	<u>Federal</u>	<u>State⁽¹⁾</u>	<u>Local</u>
2015/2016	Design	Reformulation (survey, design update)	\$100,000	\$0	\$33,050	\$66,950
		Construction Documents, Bidding	\$150,000	\$0	\$49,575	\$100,425
	Construction	Beach Renourishment	\$11,706,000	\$0	\$3,868,833	\$7,837,167
		Construction Obsv. / Contract Mgm.	\$400,000	\$0	\$132,200	\$267,800
		Tilling/Scarp Removal (YR-1 Spring 2017)	\$25,000	\$0	\$8,263	\$16,738
	Monitoring	Physical Monitoring (YR-1, 2017)	\$110,000	\$0	\$36,355	\$73,645
		Shorebird Monitoring (Construction period)	\$9,300	\$0	\$0	\$9,300
		Shorebird Monitoring (YR-1 2017)	\$9,300	\$0	\$0	\$9,300
		Sea Turtle Monitoring/Relocation (Construction Period)	\$45,000	\$0	\$14,873	\$30,128
		Sea Turtle monitoring (YR-1, 2017)	\$18,000	\$0	\$5,949	\$12,051
	2015/2016					
	TOTAL		\$12,572,600	\$0	\$4,149,097	\$8,423,503
2016/2017	<u>Project Category</u>	<u>Task</u>	<u>Total Cost</u>	<u>Federal</u>	<u>State⁽¹⁾</u>	<u>Local</u>
	Monitoring	Included with construction, see above	\$0	\$0	\$0	\$0
	2016/2017					
	TOTAL		\$0	\$0	\$0	\$0
2017/2018	<u>Project Category</u>	<u>Task</u>	<u>Total Cost</u>	<u>Federal</u>	<u>State⁽¹⁾</u>	<u>Local</u>
	Monitoring	Physical Monitoring (YR-2, 2018)	\$116,699	\$0	\$0	\$116,699
		Tilling/Scarp Removal (YR-2, 2018)	\$20,000	\$0	\$6,610	\$13,390
		Shorebird Monitoring (YR-2 2018)	\$9,300	\$0	\$0	\$9,300
		Biological Monitoring - Inc. Sea Turtles (YR-2, 2018)	\$25,000	\$0	\$8,263	\$16,738
	2017/2018					
	TOTAL		\$170,999	\$0	\$14,873	\$156,127
2018/2019	<u>Project Category</u>	<u>Task</u>	<u>Total Cost</u>	<u>Federal</u>	<u>State⁽¹⁾</u>	<u>Local</u>
	Monitoring	Physical Monitoring (YR-3, 2019)	\$130,200	\$0	\$43,031	\$87,169
		Tilling/Scarp Removal (YR-3, 2019)	\$20,000	\$0	\$6,610	\$13,390
		Shorebird Monitoring (YR-3 2019)	\$9,300	\$0	\$0	\$9,300
		Biological Monitoring - Inc. Sea Turtles (YR-3, 2019)	\$25,000	\$0	\$8,263	\$16,738
	2018/2019					
	TOTAL		\$184,500	\$0	\$57,904	\$126,596

2019/2020	Project Category	Task	Total Cost	Federal	State ⁽¹⁾	Local
	Monitoring	Physical Monitoring (YR-4, 2020)	\$120,200	⁽¹⁾ \$0	\$39,726	\$80,474
		Shorebird Monitoring (YR-4 2020)	\$9,300	\$0	\$3,074	\$6,226
		Biological Monitoring - Inc. Sea Turtles (YR-4, 2020)	\$25,000	⁽¹⁾ \$0	\$0	\$25,000
	2019/2020 TOTAL		\$154,500	\$0	\$42,800	\$111,700
2020/2021	Project Category	Task	Total Cost	Federal	State ⁽¹⁾	Local
	Monitoring	Physical Monitoring (YR-5, 2021)				
		Shorebird Monitoring (YR-5 2021)				
		Biological Monitoring - Inc. Sea Turtles (YR-5, 2021)				
2021/2022	Project Category	Task	Total Cost	Federal	State ⁽¹⁾	Local
	Design	Project Reformulation/NEW PERMIT (2022)				
	Monitoring	Physical Monitoring (YR-6, 2022)				
		Shorebird Monitoring (YR-6 2022)				
		Biological Monitoring - Inc. Sea Turtles (YR-6, 2022)				
2022/2023	Project Category	Task	Total Cost	Federal	State ⁽¹⁾	Local
	Design	Construction Documents, Bidding				
	Monitoring	Physical Monitoring (YR-7, 2023)				
		Shorebird Monitoring (YR-7 2023)				
		Biological Monitoring - Inc. Sea Turtles (YR-7, 2023)				
2023/2024	Project Category	Task	Total Cost	Federal	State ⁽¹⁾	Local
	Construction	Beach Renourishment (late spring/summer 2024)				
		Construction Obsv. / Contract Mgm. (2024 Renourishment)				
		Reporting/Compliance				
		Tilling/Scarp Removal (YR-1 Spring 2025)				
	Monitoring	Physical Monitoring (YR-1, 2025)				
		Shorebird Monitoring (YR-1 2025)				
		Biological Monitoring - Inc. Sea Turtles (YR-1, 2025)				
2024/2025	Project Category	Task	Total Cost	Federal	State ⁽¹⁾	Local
	Monitoring	YR-1 tasks Included with construction, see above				

⁽¹⁾ Cost Sharing @ 33.05%

Severity of Erosion and **Threat to Upland Structures** The feasibility study addressed the short- and long-term shoreline changes along the project study area, with particular attention to the recent impacts of Hurricanes Ivan, Dennis, and Katrina. Long-term shoreline change studies (e.g. Foster et al., 1999, Dean et al., 1998) have described the overall trends of severe pre-nourishment erosion immediately west of Pensacola Pass, on National Seashore property, of up to -9 ft/yr of recession. That long-term erosional signal decreases to approximately -1.0 ft/yr, heading west alongshore into the eastern developed portion of Perdido Key (to roughly R-026). Westward thereof, long-term shoreline changes reveal a trend of relative stability of shoreline position from R-025 to R-001 (Foster et al., 1999). Browder and Dean (1999) performed similar analyses and included an overview of the 1989-1991 beach disposal operations at the eastern end of Perdido Key. That project resulted in the placement of 5.4 million cubic yards of sand along a 4.5-mile segment of the National Seashore property. The sediment budget prepared by Browder and Dean (1999) suggests that the beach disposal project may have contributed a substantial volume of sand to the beaches to the west, perhaps masking any erosion problems in the 1990's.

Due to the severe impacts from Hurricane Ivan, and the subsequent impacts of the smaller storms Arlene, Dennis, and Katrina (all in 2005), the entire shoreline segment from R-1 to R-32 is critically eroded. The feasibility study details the impacts of these storms.

Pre- and post-Ivan LIDAR data reveal the substantial loss of sand from the upper elevations of the dry, recreational beach. Volume change estimates between May 2004 and December 2004 indicate an average loss of over -25 cy/ft above Mean High Water. Concurrent with this loss is an average recession of -16 ft at MHW, while the upper elevations of the beach, characterized by the +7ft contour, receded by an average of over -90 ft as the upper beach was planed off during the storm. More recent beach profile data, extending seaward well beyond survey closure depth, reveal a substantial deposition of sand beyond the natural bar in the profile (Olsen Associates, 2006). The rate at which this sand returns to the active beach profile is anticipated to be very low, and a noticeable portion of this returning sand may be carried alongshore, out the project limits. This phenomenon was observed at Pensacola Beach in the years following Hurricane Georges in 1998. Approximately 140,000 cy of sand were returned to the beach via mechanical means by the County since Hurricane Ivan. This effort, in the form of FEMA emergency storm berms, was hampered by impacts from Hurricanes Dennis, Katrina, and Rita in 2005. Sand availability from upland sources has been very limited following Hurricane Ivan. As a result, the beaches within the study limit remain extremely low, leaving upland infrastructure exposed to overtopping surge and waves from higher frequency events (e.g., with surges of +6 to +8ft NAVD 88).

The project area was impacted in September 2008 by the back-to-back impacts of Hurricanes Gustav and Ike, and again in November 2009 by Tropical Storm Ida. These storms serve to interrupt any natural recovery of the beach that may occur. MHW shoreline changes from 2007 to 2010 reveal a great deal of variability but general indicate a net MHWL advance of roughly 25 ft from R-1 to R-12, a net retreat of -17 ft from R-13 to R-21, and a net retreat of -5 ft from R-22 to R-31. Most recently, the Deepwater Horizon oil rig explosion on 20 April 2010, and the subsequent (and ongoing) oil leak from the well have significantly impacted the project shoreline. Oil products began to land on the project beach during the weekend of 4-6 June 2010 and efforts continue by the responsible party to clean up 'hot spots' of oil appearances, principally related to the break up and landing of oil particles from submerged tar mats in the nearshore. Ultimately, the oil spill and the subsequent cleanup may accelerate the need to renourish the shoreline.

Recreational and Economic Benefit:

See Table 3

Commercial/Recreational Property Length: 13,510 ft (of 15,635 ft)**Percentage of Comm./Rec Property:** 86.4%**Current Contract eligibility/proposed new eligibility:** 66.1% (updated from 51.7%)

Public Beach Access: The project is expected to enhance the recreational amenity value of the beaches within the study area, creating additional dry beach recreational area and aiding in the restoration of the natural dune system. Public beach access within the project area consists of two public parking areas with restrooms, a public right-of way with parking, and parking associated with Gulf Islands National Seashore and Perdido Key State Park. Applying the definitions of Public Access and Parking provided in the FDEP Florida Beach Erosion Control Program, portions of the County's 10,710-ft Gulf Beach segment are publicly accessible with sufficient parking, while Perdido Key State Park is 100% accessible. Current shortfalls for full cost share include the need for an additional 44 spaces for the portion beginning at the State Park to 500 ft east of R-26, and an additional 22 spaces between R-28 and R-32. Maps are included with this application showing the locations of public parking and access. An estimated 86.4% of the shoreline fronts property directly used for tourist-related purposes (53.6% commercial, 32.8% recreational). County zoning maps are provided in the attached documents.

Habitat: Construction of a beach restoration project is projected to increase and enhance marine sea turtle nesting habitat through the increased acreage of nesting habitat and the elevation of that habitat, providing increased protection of nests from storms. Threatened and endangered marine turtles utilize the entire project area, however, Perdido Key is not located within a designated marine turtle refuge. According to Park Service personnel at the Perdido Key State Recreation Area, the 6.0-mile segment of Perdido Key (R-1 to R-32) typically receives 20 nests per year (3+ nests/mile). These nests are predominantly loggerhead nests. Recent nesting data over the last two to three years has indicated a slight decline in these numbers.

Additionally, the construction project will include maintenance of the engineered dune feature. One of the primary purposes of this feature, beyond the obvious storm protection benefit, is the re-establishment, improvement, and increased protection of critical habitat and critical habitat inter-connectivity for the Perdido Key Beach Mouse. Much of the project lies within several critical habitat units for the PKBM.

Table 3 Project shoreline usage – Commercial, Recreation, and Private Residential shorefront lengths and percentages.

Perdido Key, FL, Beach Restoration Project					
Gulf Beach (R-19 to R-34)					
Length (ft)	Name	Use	Shoreline Percentage	Zoning Designation	
2,475	Perdido Key State Park	Recreational	15.8%	S-1PK	
525	Compass Point	Commercial	3.4%	CC-PK	
100	County Parking at River Rd.	Recreational	0.6396%	S-1PK	
3,000	Spinnaker to R-25	Commercial	19.2%	CC-PK	
100	County Parking at River Rd.	Recreational	0.6%	S-1PK	
4,860	Gulf Side Villa to La Playa	Commercial	31.1%	CC-PK	
2,125	Sandy Key to Vista del Mar	High-density Res.	13.6%	R-3PK	
2,450	Gulf Islands National Seashore	Recreational	15.7%	S-1PK	
15,635 ft			100.0%		
3.0 miles			%	ft	
			53.6%	8,385	Commercial
		By Zoning Class	32.8%	5,125	Recreational
			13.6%	2,125	Private/Residential

Storm Protection: One principal purpose of any beach restoration project alternative will be to provide enhanced storm protection. The value of having healthy, robust sandy beaches has been repeatedly demonstrated in this region through the impacts of Hurricanes Ivan, Dennis, and Katrina. Additionally, assuming beach nourishment is the principal component of the beach restoration plan, the alongshore spreading of material from the proposed beach restoration project will enhance the shorelines immediately adjacent to the project. It is expected that the majority of the benefit from alongshore sand diffusion will be realized in the inter-tidal zone and at lower elevations of the beach profile.

The feasibility study concluded that while the study area has not experienced substantial shoreline recession at the Mean High Water Line (MHWL), the recent loss of beach volume and the lowering of the dry beach leave upland infrastructure and habitat vulnerable to storm wave impacts and inundation from events generating storm surges of +7ft MSL or higher (typically, the “20-yr event” or greater). The post-Katrina FEMA berms constructed along much of the developed area represent protection against storm events with surges lower than approximately six to seven feet. For more severe events, the FEMA berm is expected to be completely eroded, after which time erosion and profile deflation landward of the seaward edge of construction becomes more likely with subsequent events.

An additional complication arises from the fact that the series of storm events in 2005 has prevented any meaningful recovery of the beaches following Hurricane Ivan, and in some instances has exacerbated the loss of sand from the system to offshore areas. Data collected to date has been inconclusive and highly variable. Some areas have accreted (PK West, on average), while other areas have experienced increased recession (PK State Park). Even under ideal future weather circumstances, available data suggest that only a portion of the sand transported offshore during these storms would be expected to return to higher elevations along the beach profile. The potential recovery of portions of the central and western segments of the study area via natural littoral conditions is completely dependent upon the future storm climate.

Availability of Federal FundsIs the project Federally authorized by WRDA? NOProvide date of authorization expiration. n/aDoes this project phase have a Federal Project Cooperative NO

Agreement, or similar for the current phase?

Provide a copy of the document.

Federal cost share percentage available for this project: 0%Is this project funded through FEMA for storm repairs? NO

Provide a copy of the signed Project Worksheet.

Local Sponsor Financial and Administrative CommitmentIs funding for the project in the local sponsor's 10-year comprehensive financial plan? NO

See Table 2 for 10-yr plan. The County is working on developing a dedicated funding source for beach management at Perdido Key.

Is funding provided through a source established by referendum? NOIs funding provided by a third party? NO

What is the percentage of total project costs provide by the third party? _____

Quarterly Report Compliance (no grant in place):

2013-2104	End Date	Report Sent (approx.)	Compliant:
Q3 2013	10/31/2013		NO
Q4 2013	01/31/2014	Jan 2014	YES
Q1 2014	04/30/2014	Apr 2014	YES
Q2 2014	7/31/2014	July 2014	YES

Are there active Federal and State Permits for the Project? YESHave local funds been secured for the project? NO

The local funding will be provided by Escambia County, FL.

Local Sponsor Resolution: copy attached

Previous State Commitment:

Has the Department previously cost shared, reviewed, and approved a feasibility or design phase for this project? **YES**

Previous State Cost Share percentage **25.9%**
(feasibility study and initial engineering work performed at higher cost-sharing %)

Will this project enhance or increase the longevity of a previously-constructed project? How? **YES**
Full restoration of the beaches will protect the engineered dune features constructed after Hurricanes Ivan and Katrina. These engineered dunes were partially constructed with State funds.

Will this project nourish a previously restored shoreline? **NO**
(Full beach nourishment. Dune-only projects do not qualify.)

Project Performance:

Nourishment Interval (years): **Eight (8) years (predicted)**

The project feasibility study evaluated a range of beach restoration alternatives and discusses the performance of each alternative, in terms of the level of storm protection afforded and the recreational/habitat area created (both viewed as a function of time over the life of the project). The relatively mild wave climate (excepting tropical storm events) bodes well for the longevity of the proposed beach nourishment project (in excess of seven to eight years of project life prior to requiring renourishment). However, the longevity of any project selected for this region is *highly dependent upon the storm climate experienced over the project life*. Project performance will be gaged in relation to recent storm events. It is important to recognize, however, that such discussions are couched in terms of the level of damage incurred for increasing storm severity. Such a discussion should not be viewed as a guarantee of no-damage survivability from a specific storm event.

Mitigation of Inlet Effects: **YES**

Project shoreline experiences sand starvation from the erosion of the Perdido Key shoreline eastward thereof, which borders Pensacola Pass. Previous studies (Browder and Dean, 1999, OAI 2006) have documented the impacts of Pensacola Pass upon the Perdido Key shoreline.

Use of Innovative Applications of Existing Technologies:

The project construction proposes to utilize conventional beach fill techniques.

Regionalization

The project is currently NOT being planned or constructed in cooperation with another local government. The local funding will be provided by Escambia County, FL.

Significance

Volume of advanced nourishment lost since the last sand placement event of a beach restoration or nourishment project as measured landward of the Mean High Water Line?

Proposed project is the initial restoration/nourishment of the 3.0-mile shoreline length.

Has the project eroded into the design template? **YES**

What is the proposed placement volume? **~1,050,000 cy**

References:

Browder, A.E., and Dean, R.G., 1999, "*Pensacola Pass, FL, Inlet Management Study*," Coastal and Oceanographic Engineering Department, University of Florida, Gainesville, FL. UFL/COEL - 99/002.

Dean, R.G., Cheng, J., and Malakar, S.B., 1998, "*Characteristics of the Shoreline Change Along the Sandy Beaches of the State of Florida: An Atlas*" Coastal and Oceanographic Engineering Department, University of Florida, Gainesville, FL. UFL/COEL -98/015.

Foster, E.R., Spurgeon, D.L., and Cheng, J., 1999, "*Shoreline Change Rate Estimates, Escambia and Santa Rosa Counties*." Florida Department of Environmental Protection, Office of Beaches and Coastal Systems, Report No. BCS-99-03, Tallahassee, FL.

Olsen Associates, Inc. 2006. "*Perdido Key, FL, Feasibility Study for Beach Restoration*" Report submitted to Escambia County, FL, and the Florida Department of Environmental Protection, Bureau of Beaches and Coastal Systems, Olsen Associates, Inc., Jacksonville, FL.

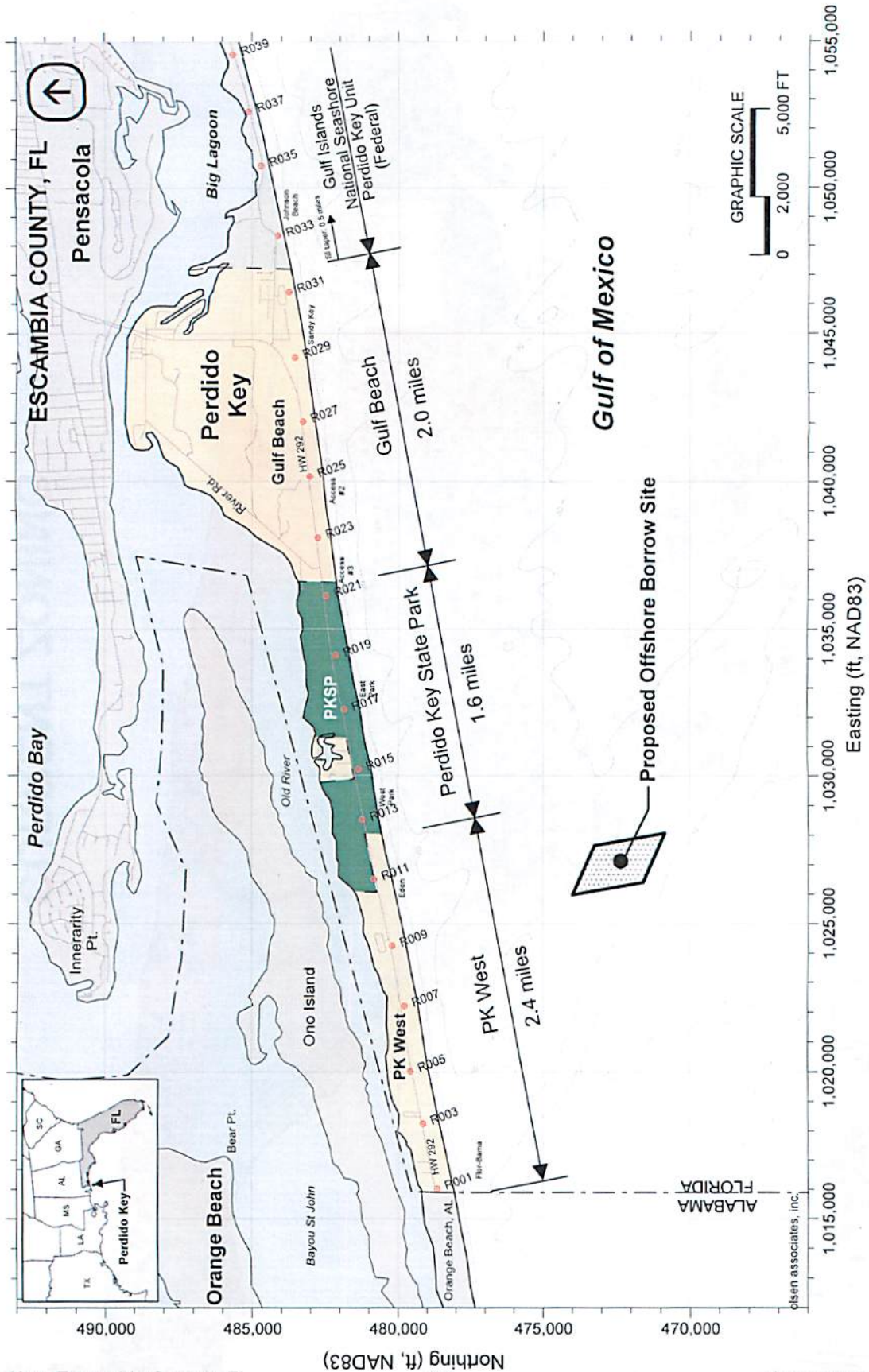
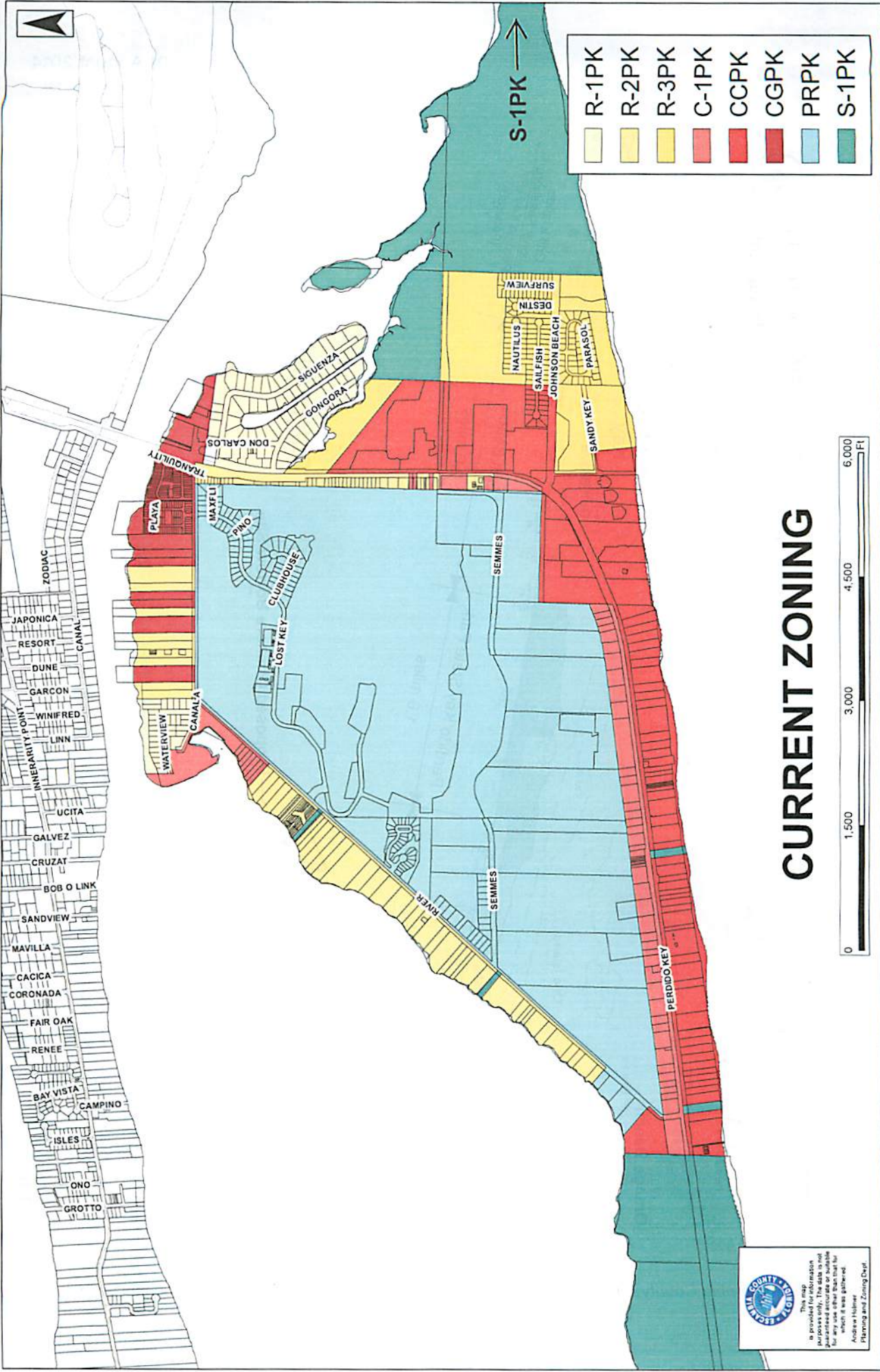


Figure 1 Location Map: Perdido Key, FL, Beach Restoration Project. The beach segment from R-1 to R-32 is designated by the FDEP BBBS as a Critically Eroded shoreline.



CURRENT ZONING


 This map is provided for informational purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was prepared.
 Andrew Holmes
 Planning and Zoning Dept.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6613

County Administrator's Report 16. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/21/2014

Issue: Resolution Supporting Various Applications for Permits from FL Department of Environmental Protection for a Living Shoreline Project in Bayou Grande

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Supporting Various Applications for Permits from the Florida Department of Environmental Protection for a Living Shoreline Project in Bayou Grande - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Resolution supporting various applications for permits from the Florida Department of Environmental Protection (FDEP) for a Living Shoreline Project in Bayou Grande:

A. Adopt the Resolution supporting various applications for permits from the FDEP for a Living Shoreline Project in Bayou Grande; and

B. Authorize the Chairman to sign the Resolution.

BACKGROUND:

Living Shorelines serve to reduce erosion through the implementation of a natural salt marsh comprised of deeply-rooted fast-growing plants that provide shallow water habitat for marine species, attenuate and reduce wave energy and increase sediment acquisition, improve water quality, reduce pollution via wetland filtration and moderate the effects of storms and floods. Escambia County is in the process of applying for a permit from the FDEP for a Living Shoreline Project in Bayou Grande along the southern terminus of the Polk Avenue and Paulding Avenue Rights-of-way. In addition, several individuals are in the process of applying for their own permit from FDEP for this same project along Bayou Grande.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution has been reviewed by Stephen West, Assistant County Attorney, and approved as to form and legal sufficiency.

PERSONNEL:

Activities associated with this Resolution will be handled by the Community & Environment Department staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Recommendation is consistent with the Board's adopted Comprehensive Plan Goal to "properly manage and conserve the important natural resources of the County..."

IMPLEMENTATION/COORDINATION:

Once adopted, the Resolution will be forwarded to the FDEP.

Attachments

Resolution-FDEP Permit Apps-LivingShorelineBayouGrande

RESOLUTION NUMBER R2014- ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, IN SUPPORT OF VARIOUS APPLICATIONS FOR PERMITS FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR A LIVING SHORELINE PROJECT IN BAYOU GRANDE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, John A. Blackwell and Alice Blackwell are in the process of applying for a permit from the Florida Department of Environmental Protection for a Living Shoreline Project along the shoreline of Bayou Grande, adjacent to their property located at 401 Gordon Avenue, Pensacola, Florida 32507 (property reference no. 35-2S-31-1000-001-118); and

WHEREAS, Lester Krause is in the process of applying for a permit from the Florida Department of Environmental Protection for a Living Shoreline Project along the shoreline of Bayou Grande, adjacent to his property located at 400 Gordon Avenue, Pensacola, Florida 32507 (property reference no. 35-2S-31-1000-011-118); and

WHEREAS, Christine Bell is in the process of applying for a permit from the Florida Department of Environmental Protection for a Living Shoreline Project along the shoreline of Bayou Grande, adjacent to her property located at 302 Polk Avenue, Pensacola, Florida 32507 (property reference no. 35-2S-31-1000-013-118); and

WHEREAS, Keith Bell, Bruce Bell, Babette Bell, and Beverley Bell Vannoy are in the process of applying for a permit from the Florida Department of Environmental Protection for a Living Shoreline Project along the shoreline of Bayou Grande, adjacent to their property located at 301 Polk Avenue, Pensacola, Florida 32507 (property reference no. 35-2S-31-1000-005-135); and

WHEREAS, Walter Lurton is in the process of applying for a permit from the Florida Department of Environmental Protection for a Living Shoreline Project along the shoreline of Bayou Grande, adjacent to his property located at 427 Paulding Avenue, Pensacola, Florida 32507 (property reference no. 35-2S-31-1000-014-135) and 1620 Bayou Grande Blvd, Pensacola Florida 32507 (property reference no. 35-2S-31-1000-004-136); and

WHEREAS, William & Virginia Roberts, as Trustees of the Roberts Family Trust dated May 8, 2002, are in the process of applying for a permit from the Florida Department of Environmental Protection for a Living Shoreline Project along the shoreline of Bayou Grande, adjacent to their property located at 400 Paulding Avenue, Pensacola, Florida 32507 (property reference no. 35-2S-31-1000-011-135); and

WHEREAS, Escambia County is in the process of applying for a permit from the Florida Department of Environmental Protection for a Living Shoreline Project along the southern terminus of the Polk Avenue and Paulding Avenue Rights-of-Way Pensacola, Florida 32507; and

WHEREAS, Living Shorelines serve to reduce erosion through the implementation of a natural salt marsh comprised of deeply-rooted fast-growing plants that provide shallow water habitat for marine species, attenuate and reduce wave energy and increase sediment

acquisition, improve water quality, reduce pollution via wetland filtration and moderate the effects of storms and floods; and

WHEREAS, the Board of County Commissioners finds that it is in the best interests of public health, safety, and welfare, to adopt a resolution in support of a Living Shoreline Project along the shoreline of Bayou Grande;

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

Section 1. The Board of County Commissioners finds that the above-recitals are true and correct and incorporates them herein by reference.

Section 2. The Board of County Commissioners hereby supports the Living Shoreline Project and has no objection to issuance of permits by the Florida Department of Environmental Protection for a Living Shoreline Project along the shoreline of Bayou Grande, adjacent to the properties at 400 and 401 Gordon Avenue, 301 and 302 Polk Avenue, 400 and 427 Paulding Avenue, 1620 Bayou Grande Boulevard, and the southern terminus of Polk Avenue and Paulding Avenue, Pensacola, Florida 32507.

Section 3. This resolution shall take effect upon its adoption.

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

(Seal)

This document approved as to form
and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date 4 August 2014



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6560

County Administrator's Report 16. 10.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/21/2014

Issue: Solid Waste Management - Requests 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 three Request for Disposition of Property Forms for the Solid Waste Management Department for property, which is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that the items to 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 three attached Request for Disposition of Property forms have 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

SWMD Dispositions 8_21_2014

rev. sh 11.19.13

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
FROM: Disposing Department: Solid Waste Management COST CENTER NO: 230306 / 230314
Susan R. Holt DATE: 7/18/14
Property Custodian (PRINT FULL NAME)
Property Custodian (Signature): Susan R Holt Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	37971	45 CY Roll Off Container	39141	R2290-3	1991	poor
N	38247	40 CY Roll Off Container	R 10520	Compactor	1991	poor
N	44309	39 CY Roll Off Container	58786	RS578	1996	poor
N	55233	Electric Panels	n/a	n/a	2006	poor
N	52717	Gas Powered Air Compressor	3G3HHL	Belaire	2003	poor

Disposal Comments: Equipment is inoperable and beyond repair.

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: 8/11/14

FROM: Escambia County Department Director (Signature):

Patrick Johnson

Director (Print Name): Patrick Johnson

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Solid Waste Management

COST CENTER NO: 230301

Susan R. Holt

DATE: 7/18/14

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

Susan R. Holt

Phone No:

595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	53970	Dell Desktop Computer	2KC3M71	SX280	2005	poor

Disposal Comments: Computer was saturated with water at HHW facility and no longer operates.

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:

8/1/14

Information Technology Technician Signature:

[Signature]

Date:

8/11/14

FROM: Escambia County Department Director (Signature):

[Signature]

Director (Print Name):

Patrick Johnson

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.

rev. sh 11.19.13



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6651

County Administrator's Report 16. 11.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/21/2014

Issue: Amendment of the Deferred Retirement Option Program (DROP)

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Revision to the Board of County Commissioners' Deferred Retirement Option Program (DROP) Policy, Section II, Part C.34 - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board adopt the revised Policy, entitled "Deferred Retirement Option Program (DROP)," amending Section II, Part C.34, of the Board of County Commissioners' Policy Manual, to permit the County Administrator to approve an employee to receive payment or terminal leave for accrued and unused Annual Leave or Paid Time Off rather solely terminal leave.

BACKGROUND:

The current County policy does not permit employees to receive payment of accrued Annual Leave nor Paid Time Off if the employee had sold such leave when they entered the Deferred Retirement Option available under the Florida Retirement System. If employees have remaining leave at the end of the DROP period they are currently required to either forfeit the leave or they can go on terminal leave and receive time off. While this leave is being used, the county incurs the cost of the leave and receives no work from the employee. On some occasions this is not in the best interest of the County. Accordingly, staff recommends that an employee can elect to either use terminal leave or receive payment for unused Annual Leave or Paid Time Off. To receive payment, the employee's department director must approve and recommend the request to the County Administrator who will have final approval. The County Administrator is to be based upon the best interests of Escambia County taking into account the fiscal impact, operating needs and circumstances that bear upon the County.

BUDGETARY IMPACT:

None. The time paid is the same as the time provided off work with pay when no services are provided to the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

Human Resources will implement the change and provide notification to affected employees.

Attachments

Drop Policy-3

Board of County Commissioners

Escambia County, Florida

Title: Deferred Retirement Option Program (DROP), Section II, Part C.34
Date Adopted: November 5, 2009
Effective Date: August 21, 2014, as amended
Reference:
Policy Amended: August 21, 2014

I. PURPOSE

To provide further guidelines to the Deferred Retirement Option Program (DROP) in accordance with the Florida Statutes and the Florida Administrative Code.

II. BACKGROUND

In July 1998, the Florida Retirement System (FRS) established the Deferred Retirement Option Program (DROP) which allows qualifying employees to begin accumulating retirement benefits without having to terminate employment for up to 60 months from the date one first reaches normal retirement or eligible deferral date. Specific guidelines for agencies and members of the Florida Retirement System are found in Florida Statute 121.091(13) and Florida Administrative Code 60S-11. These guidelines are used to develop procedures and policies that will assist the employees on what to expect once they become eligible and enter DROP.

III. PROCEDURES

a. Eligibility

To Participate in DROP, the employee must be vested and eligible for normal retirement (based on years of service or age) and be an active member of the Florida Retirement System Pension Plan. Note: Employees that have elected The Florida Retirement System Investment Plan or, The Senior Management Local Annuity Plan, ~~or requested the County's Retirement Incentive Program~~ are not eligible for the DROP program. Employees cannot request consideration of the County's Retirement Incentive Program if they have elected to participate in DROP.

b. Budget

During the annual budget preparation process, each ~~Bureau~~ Department should determine its employees who are eligible and have the intent to participate in DROP and whether they are going to sell back any leave. ~~This allows the Bureau to forecast costs for the next fiscal year.~~

c. When to Apply

There is a specific window of opportunity to enter DROP and it is the employee's responsibility to start the process. Employees may begin DROP participation in the month they reach their normal retirement date based on age, or the month after the month they reach

their normal retirement date based upon years of service. The County encourages employees to start the process three (3) to six (6) months in advance of their DROP beginning date. Employees shall contact the Human Resources Benefit Section to begin the application process.

Once the application has been completed the Human Resources Benefits Section will forward the application to the Florida Retirement System and forward the completed DROP Processing Form to the Bureau.

Although employees in DROP are considered retired by the Florida Retirement System, they will receive all the benefits of an active full-time employee of the County.

IV. LEAVE PAYOUT

Maximum payout hours are established for all types of leave through the Human Resources Policies and Procedures Manual, Paid Time Off Policy and Administrative Code.

- a. ~~For Annual Leave and Paid Time Off, an employee has options on when they can sell back their leave hours. The number of leave hours an employee may sell back cannot be more than is established by the policy or procedure relating to Annual Leave or Paid Time Off.~~
 1. Employees may sell back all or a portion of their annual or PTO ~~maximum-allowed~~ leave up to the maximum limit upon entering DROP. If an employee sells his or her leave at this time, the Florida Retirement System will use the Leave payment to determine the final calculation of the employee's retirement benefit.
 2. Employees may sell back all or a portion of their annual or PTO ~~maximum-allowed~~ leave upon separation from DROP up to the allowed limits or they may use their accrued leave to provide a terminal leave period subject to the approval of the department director and County Administrator. ~~If an employee sells his or her leave at this time, the Florida Retirement System will not use the leave payment to determine the final calculation of the employee's retirement benefit. However, the employee may receive a greater leave payout if he or she received a pay raise while he or she was in DROP.~~
 3. ~~Employees that have sold their maximum number of leave hours must use their leave prior to their separation date; otherwise, they will lose the balance of leave left over.~~
- b. Employees will receive the maximum leave pay out established by the appropriate policy or procedure for ~~Sick Leave, Extended Leave Bank and Management Optional Benefit~~ all eligible sick leave, Extended Leave Bank or Management Option Benefit when they separate employment from DROP.
- c. While in DROP, employees are eligible for any leave sell-back program that the County offers, but will not receive credit through the Florida Retirement System.

V. EMPLOYMENT

The Florida Retirement System establishes specific guidelines for an employee's participation in DROP. Under Florida Statute 121.091 (13), DROP participation is deemed final and may not be canceled by the employee after the first payment is credited during the DROP participation period. At the end of his or her DROP participation period, an employee may request to cancel DROP. The employer must approve the request. The Board of County Commissioners employees must route their request through their ~~Bureau Department, the County's Budget Division~~ Management and Budget, and ~~the County's Human Resources Division~~, and the County Administrator shall have

final approval.

VI. RE-EMPLOYMENT

The Florida Retirement System establishes the criteria for re-employed retirees. For retirees to be re-employed by the County, the County Administrator must approve the request for re-employment.

~~VI. EXEMPTIONS~~

~~Any employee that entered DROP prior to September 30, 2009 is exempt from the Leave Payout criteria set forth in this policy, and is eligible to receive all accrued leave upon separation from DROP subject to the maximum payout hours as established through the Human Resources Policies and Procedures Manual, Paid Time Off Policy, and Administrative Code.~~



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6652

County Administrator's Report 16. 12.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/21/2014

Issue: Amendment of Disciplinary Policy

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Revision to the Board of County Commissioners' Discipline Policy, Section II, Part C.2 - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board adopt the revised Policy, entitled "Discipline Policy," amending Section II, Part C.2, of the Board of County Commissioners' Manual, to address certain gaps in the Policy and to provide a more general description of employees' responsibilities.

BACKGROUND:

As part of an on-going Human Resources Policy review, staff has identified need amendments to the Discipline Policy. The current policy does not provide sufficient discretion to the County Administrator to deal with some of the unique situations that can arise. The current policy embraces a "formalistic" approach to discipline that is not always appropriate nor in the best interest of the County. The recommended amendments provide general principles of expected conduct of employees. Employees are required to inform their supervisor if they are arrested for an issue other than a Minor traffic offense. The County Administration is empowered to provide suspensions, with or without pay, during the course of investigation when the interests of the county are served. The County continues to employee principles of due process and progressive discipline. Items addressing particular procedures are removed from the policy statements. It is important to note that employee discipline is a mandatory subject of collective bargaining for those employees covered by a labor agreement. Under Florida labor law, the contract provisions, to the extent they conflict or are not consistent with the policy, take precedent for those employees. The recommendation in this policy would become effective October 1, 2014, to permit training and familiarization for management staff.

BUDGETARY IMPACT:

None

LEGAL CONSIDERATIONS/SIGN-OFF:

None

PERSONNEL:

None

POLICY/REQUIREMENT FOR BOARD ACTION:

None

IMPLEMENTATION/COORDINATION:

Human Resources will disseminate the changes and train management staff on the new policy.

Attachments

Discipline Policy

Board of County Commissioners

Escambia County, Florida

Title: Discipline Policy, Section II, Part C.2
Date Adopted: ~~January 26, 1981~~ August 21, 2014
Effective Date: ~~April 15, 2004, as amended~~ October 1, 2014
Reference:
Policy Amended: April 15, 2004 (Previously known as "Reprimands, Suspensions, and/or Dismissals" Policy)

A. PURPOSE

To establish a uniform, fair, and standardized means by which the Escambia County Board of County Commissioners (BCC) may administer a program of disciplinary procedures and guidelines: employee responsibilities and identify the county's disciplinary principles.

B. SCOPE

This policy shall apply to all employees serviced by the Escambia County BCC Human Resources Department. This includes, for example, full-time, part-time, seasonal, and relief employees. Employees contracted for work through an agency other than Escambia County, and who are paid by that agency, are not subject to the provisions of this policy. Provisions of labor agreements in conflict with this policy take precedence.

C. GENERAL

1. Discipline is action taken against an employee when a rule of the County or department is violated, when work performance is not satisfactory, or when other inappropriate behavior is exhibited. A discipline program should exhibit promptness, impartiality, consistency, and fairness, where employees know what to expect as the result of certain behaviors on the job. Public employment requires public trust. This is gained by diligent honest and law abiding employees who provide respectful service for the citizens, consistent with County policies, as their primary mission. Escambia County expects all of its employees to meet reasonable expectations of employment. These expectations include, but are not limited to, being regular, reliable and punctual in attendance; being diligent and competent in the performance of their duties; and complying with rules of conduct established by the County Administrator and the laws of the various jurisdictions of the United States. When an employee fails to meet these expectations of employment, they may be subject to discipline. An employee that is arrested for a matter more serious than a minor traffic offense must notify their supervisor of such arrest prior to the start of their next scheduled work shift or 48 hours, whichever is sooner. Failure to do so is a terminable offense.

2. The Board of County Commissioners generally follows a policy of progressive discipline. The purpose of a progressive disciplinary procedure is to give the employee adequate notice and opportunity to correct any deficiencies, and its focus is on prevention of future violations rather than on punishment. The disciplinary action taken is normally to be the least serious needed to prevent future instances of inappropriate behavior. If inappropriate behavior continues, the employee can expect further, and more serious discipline. This policy does not restrict the imposition of a suspension or termination in matters that are considered gross violations or circumstances which could affect the safety or security of the workforce; or conduct that brings disrepute upon or damages the image and reputation of the County. A copy of any disciplinary action placed in a Bargaining Unit (BU) employee's permanent personnel file will be provided to the union within two working days following the imposition of discipline.

3. The types of disciplinary action, in order of their severity, are:

a. *Letter of Counseling*

A Letter of Counseling is the least severe type of disciplinary action and may be used to admonish an employee for committing a minor violation when verbal counseling, correction and/or guidance has failed to provide the necessary corrective action. The "Notice of Letter of Counseling" at Appendix 2 provides documentation that the counseling occurred, outlining the shortcomings or violations and then offering recommendations for improvement. Documentation is maintained at the department level. Human Resources will be provided a copy of such letter for placement in the employee's file. The employee will be responsible for providing a copy of the Letter of Counseling to the union.

b. *Written Reprimand*

A Written Reprimand is admonishment given to the employee in writing, and is always placed in the official personnel file in Human Resources. This form of discipline is more serious than a Letter of Counseling, but less serious than a suspension. A Written Reprimand often serves as the type of discipline given for a repeated offense of minor violations or for the first offense of a more serious infraction. The "Notice of Written Reprimand" form at Appendix 3 will be completed by the supervisor and forwarded to Human Resources for inclusion in the employee's official personnel file. If a Letter of Counseling has been issued previously, a copy may be attached as supporting documentation.

c. *Suspension Without Pay*

A suspension without pay is the most severe form of discipline, short of termination, and usually involves time off without pay. It is used when a written reprimand has not corrected the inappropriate behavior or when an offense is more serious than that warranting a reprimand. A suspension may last from one (1) to up to thirty (30) days depending on the seriousness of the infraction. Any suspension shall utilize the "Notice of Disciplinary Action" form and will be processed through the HR Director for review and then approved by the County Administrator or designee.

d. *Pre-emptive Suspension With or Without Pay*

1. If it is determined by the Department Director that an employee poses a threat, such as health and safety, to himself and/or other employees, or if it is suspected that wrong-doing of a serious nature has occurred, or that it is in the best interest

of the County, that an employee may be suspended with or without pay pending investigation. Pre-emptive suspensions without pay may only be imposed with the written authorization of the County Administrator.

2. If circumstances warrant quick-immediate action, the Department Director may suspend an employee immediately if it is prudent to do so. The Human Resources Director must be notified as soon as possible.
3. The Human Resources Director may approve up to forty (40) hours of Suspension With Pay. Subsequent extensions of this time may be requested and will require approval of the County Administrator

e. *Termination*

Termination from employment is the most severe form of discipline. It is normally used when an employee has been disciplined repeatedly and commits yet another infraction. It may also be used when the employee has committed a very serious infraction, regardless of disciplinary history. ~~For classified employees, it will be submitted for approval on the form, "Notice of Disciplinary Action."~~

4. For purposes of progressive discipline, the BCC will not rely upon any disciplinary action in excess of two (2) years old, unless the violation is the type of conduct that is prohibited by state or federal law or is a traffic/vehicle violation or negligence.
5. Any disciplinary action placed in an employee's official personnel file shall remain a part of the official file for the minimum five (5) year statutory requirement established by the Records Retention Schedule of the State of Florida
6. An employee for whom formal disciplinary action (suspension or termination) is being considered should, when possible, be allowed notice prior to imposition of such action by the use of the "Notice of Pending Disciplinary Action" form at Appendix 1. ~~The employee will have five (5) working days in which to respond in writing and explain why the action should not be taken. Failure to respond within that period will not delay administering of the disciplinary action. There may be occasions at which prior notification is not reasonable, particularly if the violation is severe enough to warrant immediate action. Use of this form is not required prior to administering informal discipline such as a Letter of Counseling or Written Reprimand.~~ will be afforded due process. The employee will be entitled to be made aware of the conduct giving rise to the discipline and will have an opportunity to provide a response or explanation for consideration before any final determination of discipline is reached.
7. Suspension (for any reason), termination, unsatisfactory performance appraisals, and Performance Improvement Plans (PIP), are permanent actions and will be retained in the official personnel file indefinitely.
8. Any disciplinary action recommending a suspension or termination will be coordinated with the Human Resources Director prior to imposing disciplinary action. Such actions will require notification of the County Administrator or designee prior to imposition.
9. ~~An effective discipline program is characterized by the uniform application of rules and regulations. Generally, like offenses should result in similar disciplinary actions. At the same time, the supervisor administering the discipline may consider additional factors as specified in paragraphs C.10. and C.11.~~

10.2 It is recognized that similar offenses may result in different disciplinary actions, depending on work history, circumstances, and the severity of the offense. For example, an employee who is charged with "absence without approved leave" for a two week absence may receive a suspension while an employee who is charged with "absence without approved leave" for a two hour absence may only receive a written reprimand. Both employees are charged with the same offense, but receive different disciplinary actions.

10.4 Other factors that may influence the severity of disciplinary action include, but are not limited to, the following: the length of the employee's service, the quality of the employee's service, the cost involved and the cooperation of the employee in the investigation of the specific incident. Ensuring that disciplinary actions are administered in a fair, consistent, and non-discriminatory manner is ultimately the responsibility of the County Administrator.

12.1 ~~An employee may not be punished more than once for the same offense by any other management official of the BCC. Previous offenses may, however, be taken into account when considering future discipline. Disciplinary actions by law enforcement or any other outside agency does not prohibit the BCC from also taking disciplinary action. For example, if an employee is issued a citation by law enforcement during the investigation of an "at fault" accident, this does not prohibit the BCC from imposing disciplinary action as well.~~

13. ~~In determining the proper level of disciplinary action which would be suitable to a particular offense, refer to the "Recommended Guidelines for Disciplinary Actions" at Appendix 4. This table provides examples of misconduct but may not be all inclusive. The County has the right to discipline an employee for offenses not specifically listed. If an act or violation is of a very serious nature, intermediate levels of discipline may be bypassed with more severe penalties imposed.~~

14. ~~In addition to a thorough narrative of the offense in question, the supervisor should cite any applicable "Violation Reference" code found on the table at Appendix 4. More than one violation may be cited in making record of the disciplinary action. The specific action or punishment taken is at the discretion of the supervisor administering the discipline.~~

15.1 Possession of unauthorized firearms, explosives, or weapons on County property, including vehicles, shall result in a minimum suspension of five (5) days on the first offense. Items are "unauthorized" if they are in violation of state or federal law, or are on County property without the written permission of the Department Director. Any subsequent offense shall result in termination. If a weapon is used or presented in a manner so as to threaten or intimidate another person, termination shall result on a first offense.

16.1 Infractions which are considered Ethics Violations may be further explained or defined by the BCC Ethics Policy. This is not intended to prohibit traditional gift-giving at times such as birthdays, holidays, retirement, etc, so long as the dollar values are within the guidelines of the Ethics Policy. Monetary gifts are not considered appropriate.

D. PROCEDURES & APPEALS

1. If the actions necessary are not time-sensitive, the supervisor shall notify the employee (~~"Notice of Pending Disciplinary Action"~~ form at Appendix 1) that ~~formal~~ disciplinary action, i.e. suspension, demotion, or termination, is being considered. This notification shall provide facts and a description of the alleged infraction(s) and the consequences, under consideration. The employee shall be given five (5) working days in which to provide a written response to the supervisor, showing cause as to why disciplinary action should not be taken. Infractions of a serious nature may require prompt action, not allowing for advance notification. Any written communication from the employee will permanently accompany the relevant disciplinary action.
2. In order to remain timely, the disciplinary action shall move to each next higher level for approval or disapproval within five (5) working days of signature of the previous authority.
- 3.1. The employee shall have ten (10) calendar days from notification to appeal a disciplinary action that includes a demotion, suspension without pay or a termination, in accordance with applicable BCC policy. The Human Resources Department will help assure administrative procedures are followed.
- 4.2. Only permanent employees in the Classified Service who have completed their initial probationary period may appeal Suspensions, Demotions, and Termination actions. All other employees may appeal their discipline to the County Administrator or his/her designee.
5. This section does not apply to Bargaining Unit employees unless agreed to in collective bargaining.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6653

County Administrator's Report 16. 13.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/21/2014

Issue: Amendment to the Tobacco Free Hiring Policy

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Revision to the Board of County Commissioners' Tobacco-Free Hiring Policy, Section II, Part D.8 - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board adopt the revised Policy, entitled "Tobacco-Free Hiring Policy," amending Section II, Part D.8, of the Board of County Commissioners' Policy Manual, to remove procedural provisions and to reduce the hiring ineligibility period from one year to 90 days.

BACKGROUND:

As part of the on-going review of Human Resources policies, staff is recommending changes in the Tobacco Free Hiring Policy. The current policy is both a policy statement and a procedures outline. Procedures implementing policy are recommended to be eliminated to permit changes as technology, regulations or providers change. The underlying policy change recommended is to reduce the period of ineligibility associated with a positive test for nicotine. Currently an applicant is ineligible for employment for a period of twelve months. Staff recommends the ineligibility period be reduced to 90 days. This is sufficient time for a tobacco user to make a behavioral change that will enable them to meet our nicotine free criteria.

BUDGETARY IMPACT:

None

LEGAL CONSIDERATIONS/SIGN-OFF:

None

PERSONNEL:

None

POLICY/REQUIREMENT FOR BOARD ACTION:

None

IMPLEMENTATION/COORDINATION:

Human Resources will implement the policy change.

Attachments

Tobacco-Free Hiring Policy

Board of County Commissioners Escambia County, Florida

Title: Tobacco-Free Hiring Policy; Section II, Part D.8
Date Adopted: September 4, 2008
Effective Date: August 21, 2014, as amended
Reference: Resolution R2008-156
Policy Amended: August 21, 2014; September 3, 2009,

A. Purpose:

Tobacco addiction is among the leading preventable causes of morbidity and mortality in the United States. According to the National Business Group on Health, employers save over \$3,800 per year for each employee who quits smoking. The Journal of Occupational and Environmental Medicines says smokers cost employers \$4,430 per year in lost productivity. Escambia County is committed to promoting health, wellness, and disease prevention within the community and to providing a safe, clean and healthy environment for our employees and the citizens.

B. Definitions:

Tobacco - for the purposes of this policy, "tobacco" is defined to include any lighted or unlighted cigarette, cigar, pipe, bidi cigarette, clove cigarette, e-cigarette and any other smoking product, and spit tobacco, also known as smokeless, dip chew and snuff, in any form.

Applicants – Any individual applying for any position with the Escambia County Board of County Commissioners.

C. Procedures: Scope

- ~~1. All applicants will be required to sign (electronically and/or paper) an affidavit stating that they have refrained from tobacco products for 30 days preceding the application/hire. If an applicant refuses to sign this affidavit, they will be considered ineligible for employment at Escambia County Board of County Commissioners for a period of 12 months following date of application/hire and/or refusal.~~
- ~~2. All applicants are required to submit the necessary laboratory specimens during the pre-employment substance screening.~~
- ~~3. A confirmatory tobacco test will be conducted when the initial tobacco screening is positive. An independent diagnostic lab will conduct the confirmatory test. This confirmatory tobacco screening must be obtained within 24 hours of the initial positive nicotine screening.~~
- ~~4. Applicants found to have a positive nicotine screening are considered ineligible for employment for the 12 months following positive nicotine laboratory results.~~

5. ~~The definition of tobacco products is given in the definition section above.~~
6. "Tobacco free" is defined as having refrained from use of any and all of the above stated products in 30 days preceding application for employment. ~~A candidate~~ An applicant selected for employment will be tested for nicotine. A positive test result or refusal to be tested will prevent employment and bar the applicant for ~~the next twelve months.~~ ninety (90) days following positive nicotine laboratory results.
7. This revised policy will become effective on ~~September 3, 2009~~ NEW DATE



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6654

County Administrator's Report 16. 14.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/21/2014

Issue: Appointment to Vacancy on the Merit System Protection Board

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Merit System Protection Board – Thomas G. “Tom” Turner, Human Resources Department Director

That the Board approve the appointment of Ms. Sharon McHarris to the Board of County Commissioners' seat on the Merit System Protection Board, effective August 21, 2014, through September 30, 2015, to complete the term of the former appointee, William (Bill) Gahlenbeck, who resigned.

BACKGROUND:

Due to the establishment of the Merit System Protection Board defined in ordinance 2005-38, the Board of County Commissioners has the responsibility to select one member of this five member Board. On September 16, 2013, the Board of County Commissioners appointed William (Bill) Gahlenbeck to a two year term from October 1, 2013 to September 30, 2015. Mr. Gahlenbeck has resigned his position. The MSPB has only two current members as the Sherriff department nor its employees have appointed a member for an extended period of time. The Board cannot function with less than three members. Employee appeals are pending. Ms. Sharon McHarris has served on the MSPB in the past and was an alternate nominee in 2013. She is willing to serve again, if the Board so chooses. Staff recommends the appointment of Ms. Sharon McHarris to the unexpired term of the former member, William (Bill) Gahlenbeck.

BUDGETARY IMPACT:

None

LEGAL CONSIDERATIONS/SIGN-OFF:

None

PERSONNEL:

None

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with the Board of County Commissioners Policy Manual, Board approval is required for all appointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

NA

Attachments

MSPB Resume Ms. McHarris

7543 Lillie Lane
Pensacola, FL 32526

Home (850) 941-8056
Work (850) 444-6614
Fax (850) 444-6742
E-mail: spmcharr@southernco.com

Sharon McHarris

To provide exceptional value and direction as a creative and innovative leader within our city and the communities we serve.

Objective

Southern Company Experience

04-2002 – Present Gulf Power Company Pensacola, FL Employee Relations Analyst, Staff

- Completion of internal investigations including interviews with employees, supervisors or managers; resolution and presentation of recommendations to management regarding appropriate discipline when needed; provide leadership and guidance to management in accessing need for discipline/counseling/termination for active employees.
- Manage Equal Employment Opportunity Program for Gulf Power Company. Responsibilities include timely completion of EEO investigations and resolution, EEO-1 report analysis and completion, FCHR charge investigations and analysis, writing of position papers and completion of document requests.
- Manage Affirmative Action Program for Gulf Power Company. Responsibilities include AAP Plan administration, formal and informal presentations to departmental staff regarding goal status, consulting with executive management, their direct reports and first line managers regarding setting of goals and goal performance.
- Manage Unemployment Compensation Claim process for Gulf Power Company. Responsibilities include successful presentation of Gulf Power Company's case regarding claimant requests for unemployment compensation; effectively support Company attorneys in presenting Gulf Power case in matters of re-determinations and appeals.
- Co-management of Gulf Power Company Discipline Program. Responsibilities include consultation with Employee Relations Manager, review of discipline documentation; establishing set and deactivation dates for discipline documents, timely and accurate communication to management regarding need for deactivation of discipline documents from employee files.

1998– 03-2002 Gulf Power Company Pensacola, FL Senior Customer Service Analyst

- Served as liaison between Gulf Power Company and the Florida Public Service Commission in Consumer Affairs issues including handling of Commission inquiries and representation of Gulf's position during Public Service Commission meetings.
- Served as Industry Taskforce team member with the Florida Public Service Commission.
- Developed and managed the implementation of Gulf Power Company's Medically Essential Service Program.
- Developed and managed Special Projects regarding Customer Operations and Customer Service including Meter Reading Rerouting and Site Setups.

1995–1998 Gulf Power Company Atlanta, GA

CSS, Project Specialist

- Managed CSS issues for Gulf Power while providing leadership on the CSS Project Team.
- Served as contributing team member during the Design, Testing and Implementation phases of CSS for Gulf Power.
- Served as contributing team member during the Programming Phase of the CSS project in St. Petersburg, FL to provide critical operating company analysis and input.

1992–1995 Gulf Power Company Pensacola, FL

Supervisor Of Customer Service Center

- Provided successful leadership while working with our Customer Service Representatives in providing World Class Customer Service for internal and external customers.
- Served a catalyst for improved communications among Customer Service organizations within Southern Company as a member of the System Customer Service Team.

1988–1992 Gulf Power Company Pensacola, FL

Supervisor Of Collections

- Provided overall leadership for the Collections function for the Pensacola District.
- Facilitated successful transition to On-Line Cash System at all cash locations including Gulf's main office and satellite locations in Pensacola District.

1984–1988 Gulf Power Company Pensacola, FL

Supervisor Of Customer Records

- As Team Leader, ensured accurate and timely adjustment for accounts flagged for billing review.
- Managed Records Department work practices transition during Meter

Reading department change from paper documents to hand-held meter reading devices.

- Developed and maintained good relationships with city and county inspectors, permitting offices, builders and other external customers.

1976–1984 Gulf Power Company Pensacola, FL

Customer Service Representative

- Provided outstanding customer service to all customers, both internal and external.
- Provided training and motivation for new and existing customer service representatives.

Education

- Bachelors Degree, Human Resource Management, Faulkner University, Montgomery, AL
-

**Community
Involvement**

- Member of SHRM (Society for Human Resource Management, National and Local Chapter)
- Citizens Advisory Board Member, Pensacola Police Department 2009-2011, past member
- Program Director, Next Steps Youth Organization, 2008-2010



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6580

County Administrator's Report 16. 15.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/21/2014

Issue: Request for Disposition of Property

From: David Wheeler, Department Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Facilities Management Department - David W. Wheeler, CFM, Facilities Management Department Director

That the Board approve the three Requests for Disposition of Property Forms for the Facilities Management Department, for property which is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed of.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property 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:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, 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

Disposition Forms

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Facilities Management

COST CENTER NO: 310204/210606

David W. Wheeler, CFM, Director

DATE: July 31, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):



Phone No:

850-595-3190

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	058580	2 Ton Heat/Air Unit	314 B102685572-02	W24 H1-A00	2010	Inoperable
N	052072	SEDAN 4 DR TOYOTA PRIUS	JT2BK18U230087767	2003 TOYOTA PRIUS	2003	Flooded
N	059870	2012 FORD F-250 SUPERCAB TRUCK	1FT7X2A61CEC69771	FORD F-250	2012	Flooded
N	054155	Air Conditioner	GO44941008	PGB060G1HE	2005	Inoperable
N	054156	Air Conditioner	GO50320698	PG5090H224AA	2005	Inoperable
N	060205	Stainless Steel Refrigerator	T21027112	TS-49 G20010	2013	Flooded

Disposal Comments: Items are damaged beyond repair.

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: 8/13/14

FROM: Escambia County Department Director (Signature):



Director (Print Name):

DAVID W. WHEELER

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Facilities Management

COST CENTER NO: 310204/210606

David W. Wheeler, CFM, Director

DATE: July 31, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):



Phone No:

850-595-3190

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	049197	HP 4050 LASER PRINTER	USBD036993	4050	2000	Inoperable
N	048037	Lane Camera	N/A	N/A	1999	Inoperable
N	048039	Lane Camera	N/A	N/A	1999	Inoperable
N	048040	Lane Camera	N/A	N/A	1999	Inoperable
N	048042	CCTV Camera	N/A	N/A	1999	Inoperable
Y	046346	Printer	USNC045534	4000N	1998	Inoperable

Disposal Comments: Items are damaged beyond repair.

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: 8/13/14

FROM: Escambia County Department Director (Signature):



Director (Print Name):

DAVID W. WHEELER

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by:

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

TO: Clerk & Comptroller's Finance Department
FROM: Disposing Department: Facilities Management

DATE: July 31, 2014

Property Custodian (Signature):

koloway

Phone No: 850-595-3190

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	042346	Lettering Machine	92351	IVB AUTOMATED	1995	Inoperable
N	047921	Plotter	N/A	450C-D 24"	1999	Inoperable
N	052988	MINOLTA DI2010 DIGITAL COPIER	31720561	DI2510F	2004	Inoperable
N	047914	Time Attendance System	N/A	WINSTAR	1999	Inoperable
N	038416	Rotor Rooter Machine (Sewer)	N/A	8058	1991	inoperable

Disposal Comments: Items are damaged beyond repair.

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: 9/23/14

FROM: Escambia County Department Director (Signature):

K. L. W. W.

Director (Print Name):

240.00 to 1240.00

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-6527

County Administrator's Report 16. 16.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/21/2014

Issue: Donation of Computer Equipment

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Donation of Computers to Milk and Honey Outreach Ministries, Inc. - Jack R. Brown, County Administrator

That the Board adopt the Resolution authorizing the donation of computers to Milk and Honey Outreach Ministries, Inc., a not-for-profit Florida corporation, that provides an after-school tutoring program for at-risk children in the vicinity of Attucks Court.

BACKGROUND:

The Information Technology Department, as part of the Asset Management Program, has received various desktop computers from the Escambia County Health Department that were submitted to the BCC for disposition. The Information Technology Department has verified that all previous information stored on the personal computers is no longer recoverable and has re-installed the original version of the Windows operating system, making these computers suitable for donation to charitable organizations.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Steve West approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Board action is in accordance with Sections 274.06 and 125.38, Florida Statutes.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter from Pastor William G. Gulley
Consumer's Certificate of Exemption
Resolution



"Believing only the best." Numbers 14.8

county donating 7 desk tops
available
6/29/14

P. O. Box 1443
Pensacola, FL 32597-1443
850-469-1194

www.milkandhoneyoutreach.org

June 2, 2014

Commissioner Lumon May
Escambia County District 3
221 Palafox Place, Ste 400
Pensacola, FL 32502

Dear Commissioner May

We are writing requesting your support for our upcoming ten week Summer Camp program that Milk and Honey provides for at-risk kids in our community. Our Summer Camp program will start on Monday, June 9, 2014. Milk and Honey provides after-school tutoring, mentoring, and homework support for kids in the Attucks court and surrounding area.

Milk and Honey Summer camp has increased its ability to provide a much need educational component of reading and reading comprehension during the ten week summer camp. We will still provide all the activities of summer camp – swimming, bowling, skating, recreation, etc., but the number one goal is to help increase reading and reading comprehension over the summer. We know that this educational piece has to continue for our kids even during the summer.

We are asking help in the purchase of 7 laptops to provide this educational piece for our kids. We can obtain these laptops for a small amount of \$3,000. These laptops will give us flexibility and mobility we need to provide quality service in many locations. We do have a web reading program that is very similar to the one used in the Escambia County school system. The laptops will also be used in our regular after-school program.

We want to make a different and positive impact on our kids this summer. We know with your help this will happen. We can be reached at 341-4299 (cell) or at 469-1194 (office).

Thank you for your support.

Sincerely,

Sonya T. Culliver
Executive Director

Pastor William G. Gulley
Outreach Coordinator



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 04/11

85-8012978823C-7	08/31/2014	08/31/2019	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

MILK AND HONEY OUTREACH MINISTRIES INC
31 E WRIGHT ST
PENSACOLA FL 32501-4845

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

RESOLUTION NUMBER R2014- ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE DONATION OF COMPUTERS TO MILK AND HONEY OUTREACH MINISTRIES, INC. AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of certain tangible personal property (Computers) more particularly described in Exhibit "A", which is attached hereto and incorporated by reference herein; and

WHEREAS, Milk and Honey Outreach Ministries, Inc. (Milk & Honey) is a Florida corporation, not-for-profit, that provides an after-school tutoring program (Program) for at-risk children in the vicinity of Attucks Court; and

WHEREAS, Milk & Honey has requested that the County convey Computers to it for use in support of its Program; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Computers are not needed for County purposes and that it is in the best interest of the County to convey the Computers to Milk & Honey under the terms and conditions stated herein; and

WHEREAS, the value of the Computers is less than Five Thousand Dollars (\$5,000); and

WHEREAS, the conveyance of the Computers from the County to Milk & Honey is authorized pursuant to Sections 274.06 and 125.38, Florida Statutes;

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

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

Section 2. The Computers shall be donated by the County to Milk & Honey for no consideration and with all other costs associated with accepting the Computers being borne by Milk & Honey.

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)

This document approved as to form
and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date July 16, 2014

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
AUTHORIZING THE DONATION OF COMPUTERS TO MILK AND HONEY
OUTREACH MINITRIES, INC AND PROVIDING FOR AN EFFECTIVE DATE.**

Exhibit "A"

- 1 Dell Optiplex 755 Desktop Computer S/N: C400GF1**
- 1 Dell Optiplex 755 Desktop Computer S/N: GW85GF1**
- 1 Dell Optiplex 755 Desktop Computer S/N: 7V85GF1**
- 1 Dell Optiplex 755 Desktop Computer S/N: 1W85GF1**
- 1 Dell Optiplex 755 Desktop Computer S/N: 6W85GF1**
- 1 Dell Optiplex 755 Desktop Computer S/N: BX85GF1**
- 1 Dell Desktop 755 Desktop Computer S/N: 5V85GF1**

All computers have flatscreen monitors, keyboards and mice



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6671

County Administrator's Report 16. 17.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/21/2014

Issue: Escambia Marine Advisory Committee Appointment

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Escambia Marine Advisory Committee
- Jack R. Brown, County Administrator

That the Board confirm Commissioner Wilson B. Robertson's appointment of William M. Myrick to the Escambia Marine Advisory Committee, effective August 21, 2014, to serve as one of his two appointees, to replace Earle Rader, who resigned; this appointment will run concurrent with Commissioner Robertson's term of office (2016) or at his discretion.

BACKGROUND:

The Escambia Marine Advisory Committee is charged to explore research, provide technical expertise, and make recommendations to the Board of County Commissioners regarding the development, administration and preservation of the County's marine resources. Mr. Myrick has expressed a willingness to serve on the Escambia Marine Advisory Committee. His Resume is attached for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I, Part B.1, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

William M. Myrick's Resume

RESUME

Position: Escambia County Marine Advisory Committee Member

Location: Escambia County Florida

Representing: Commissioner Wilson Robertson, District 1

William M. Myrick

5680 Muldoon Road

Pensacola, FL 32526

Home phone: 850.456.6860

Cell phone: 850.380.8508

Education and Qualifications

- Graduated Escambia High School, Pensacola Florida 1961
- Higher education; U.S.Navy (servicemember and federal government employee) and one and one-half years at Pensacola Junior College (now named Pensacola State College)
- Personal experience as fisherman and hunter as a lifelong resident of Escambia County
- Professional Bass Fisherman with memberships in BASS, ABA, FLW and two local clubs
- Six years as a previous member of the Marine Advisory Committee representing Kevin White and Bill Dickson
- Extensive knowledge of county, state and federal laws and regulations concerning environmental issues, reefing requirements, boating and fishing
- While a previous member of MAC was instrumental in projects concerning artificial reefs, water quality, environmental impact events, property acquisition, boat ramp locations and construction and marine impact problems
- As a member of MAC and a private citizen of the county have attended numerous public meetings on BP's events, 3 mile bridge construction, lionfish impact, derelict vessels and other meetings related to our estuaries

NOTE: I am retired from federal service after 34 years service as a civilian boiler inspector and am very familiar with environmental, pollution and requirements for marine habitats.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6672

County Administrator's Report 16. 18.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/21/2014

Issue: Florida Department of Economic Opportunity's Competitive Florida Partnership Program

From: Steven Barry, District 5 Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Department of Economic Opportunity's Competitive Florida Partnership Program - Commissioner Steven L. Barry, District 5

That the Board consider authorizing the Chairman to sign a Letter of Support for the Town of Century to take part in the Florida Department of Economic Opportunity's (DEO) Competitive Florida Partnership Program, a targeted technical assistance program that helps communities map their strengths and identify what makes them unique, then identify opportunities and improvements that fit within their character for greater economic and community development.

BACKGROUND:

The Town of Century intends to submit a Technical Assistance Proposal to the Florida Department of Economic Opportunity to join the Competitive Florida Partnership. A community that participates in the Competitive Florida Partnership is committed to innovative strategies that promote partnerships, community design, and a viable economy. Communities that make a formal commitment to the Competitive Florida Partnership receive enhanced support from the DEO and Enterprise Florida as well as statewide recognition. Participation in the Competitive Florida Partnership will provide a mechanism to implement the recently-adopted Town of Century's Economic Development Strategic Plan.

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

Letter of Support



Jack R. Brown
County Administrator

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

221 Palafox Place, Suite 420
Pensacola, Florida 32502

Telephone (850) 595-4947
Telefax (850) 595-4908

August 21, 2014

Julie A. Dennis
Community Program Manager
Division of Community Development/ Economic Development
107 E. Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

RE: Florida Department of Economic Opportunity's Competitive Florida Partnership Program

Dear Ms. Dennis:

The Escambia County Board of County Commissioners would like to express its support for the Town of Century (Town) in its efforts to take part in the Florida Department of Economic Opportunity's (DEO) Competitive Florida Partnership (CFP) Program. As with many small rural communities across the State of Florida, the Town of Century has experienced increasing economic difficulties over the past several decades. With increasing poverty rates, declining populations, and a shifting budgetary landscape, the Town has experienced many obstacles in its efforts to improve the current economic situation facing both its residents and the surrounding region.

In recognition of these trends, with support from the Florida Department of Economic Opportunity, regional economic development organizations, and local stakeholders, the Town has recently completed its 2014 Economic Development Strategic Planning process. This process identified several socio-economic threats facing the community, as well as several community strengths which the Town can better exploit to its advantage. As a result of the planning process, 50 actionable items have been recommended by the Century Economic Development Steering Committee as strategic economic and community development priorities over the coming five years.

However, recognizing that implementation is oftentimes the most difficult phase of any strategic planning process, the Town has expressed to the Escambia County Board of County Commissioners its desire to participate in the CFP program. With their Economic Development Strategic Plan in hand, the Town hopes to leverage the DEO's expertise in rural community development by utilizing all that the CFP has to offer. With this goal in mind, the Escambia County Board of County Commissioners strongly supports the Town of Century with its developmental efforts and believes the CFP can help continue the momentum Century has gathered during its strategic planning process.

Sincerely,

Commissioner Lumon J. May, Chairman, District 3
Board of County Commissioners



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6626

County Administrator's Report 16. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Federal Elections Activities Funds FY 2014/2015

From: David Stafford, Supervisor of Elections

Organization: Escambia County Super. of Elections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Federal Elections Activities Grant Funding for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board take the following action concerning Federal Elections Activities Grant Funds from the Department of State:

A. Certify that the County will match State Grant funds with \$7,476.15 from the Supervisor of Elections' Fiscal Year 2014/2015 Budget; and

B. Authorize the Chairman to sign the Certificate Regarding Matching Funds and the Certificate of Equipment for Casting and Counting Ballots.

In order to receive the Federal Elections Activities funds, the Legislature has required that the Chairman of the Board of County Commissioners certify that the County will match the State funds with a 15% County match. Both the State funds and the County matching funds must be held in a separate account to be used solely for activities relating to Federal Elections. The required match for this Grant is \$7,476.15. The match is included in the Supervisor of Elections' Fiscal Year 2014/2015 Budget under Cost Center 550101 and various Object Codes.

BACKGROUND:

The 2014 Legislature appropriated \$3,000,000 specifically for federal elections activities. These funds will be distributed to the Supervisor of Elections pursuant to a formula based on active registered voters in each county as of the 2012 General Election, as certified by the Department of State. The amount for Escambia County is \$49,841.02. The Legislature specified that these funds could be used for activities relating to federal election activities.

BUDGETARY IMPACT:

In order to receive the federal elections activities funds, the Legislature has required the Chairman of the Board of County Commissioners certify that the county will match the state funds with a 15% county match. Both the state funds and the county matching funds must be held in a separate account to be used solely for activities relating to federal elections. The required match for this grant is \$7,476.15. The match is included in the Supervisor of Elections' FY 14/15 Budget under cost center 550101 and various object codes.

LEGAL CONSIDERATIONS/SIGN-OFF:

The documentation has been reviewed and approved by the County Legal Department.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

No county Supervisor of Elections shall receive funds pursuant to the agreement until the Board of County Commissioners certifies to the Department that the county will provide matching funds in an amount equal to 15% of the amount to be received by the state.

IMPLEMENTATION/COORDINATION:

This agreement will be implemented by the Supervisor of Elections.

Attachments

Memorandum

Attachment A

Receipt and Use of HAVA Funds

Attachment A-2

Attachment A-4



FLORIDA DEPARTMENT of STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

MEMORANDUM

To: Supervisors of Elections

From: Maria Matthews, Esq.
Director, Division of Elections

Date: July 11, 2014

Subject: FY 2014-15 Federal Election Activities Funds

The 2014 Legislature appropriated \$3,000,000 from the Help America Vote Act funds. These funds are allocated and will be distributed to the Supervisors of Elections based on a formula using the number of active registered voters in each county as of the 2012 General Election's book closing.

These funds can only be spent for one or more of the following federal election activity categories:

- Voter Education;
- Poll Worker Training;
- Standardizing Election Results Reporting;
- Other Federal Election Administration Activities, as approved by the Department of State.

Please read the following attached documents carefully as some have been revised to clarify allowable expenses. Before receiving the funds for FY 2014-2015, you must execute and return to the Division of Elections the documents italicized below:

- *Memorandum of Agreement, Receipt and Use of HAVA Funds for Federal Election Administration Activities (MOA #2014-2015-0001)*
- Attachment A, Compliance Requirements
- *Attachment A-1, Federal Election Activities Plan (Form DS-DE 126)*
- *Attachment A-2, Certificate Regarding Matching Funds (Form DS-DE 127)*
- *Attachment A-3, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, ED Form GCS-009*

Division of Elections

R.A. Gray Building, Suite 316 • 500 South Bronough Street • Tallahassee, Florida 32399
850.245.6200 • 850.245.6217 (Fax) election.dos.state.fl.us
Promoting Florida's History and Culture VivaFlorida.org



- *Attachment A-4, Certificate of Equipment for Casting and Counting Ballots (Form DS-DE 135)*
- Attachment B, FY 2014-15 Federal Election Activities Funds Spreadsheet.

In an effort to assist you with expenditures, we have also attached a spreadsheet, "HAVA Funds Remaining Balance as of June 30, 2013", that captures the HAVA balances as of June 30, 2013 and for all HAVA grants for each fiscal year since FY 2003-04. We do not yet have the balance reports through June 30, 2014. This spreadsheet includes the allowable expenses of HAVA funds by year. As you can see, some counties have balances for grant funds from many years ago.

Please use your older HAVA funds before spending the more current funds. For example, expenses for sample ballots is an expense allowed in all grants since FY 2003-04. Also if your plan has changed for how you want to use the funds, you can always amend your plan to reflect another activity, provided that activity is allowed during the specific grant year. The amended plan must be submitted and approved by the Division of Elections prior to expenditures. The benefit to you is multi-fold. If you use up your older grant funds (including interest accrued) sooner—you will have fewer reports to submit, fewer funds to track, fewer potential bank fees to pay for multiple accounts with or without activity, and less time before you can dispose of your records.

The Division of Elections will provide you a copy of the agreement upon full execution. If you have any questions, please do not hesitate to contact me or the HAVA team.

MM/jd

Enclosures

ATTACHMENT A to MOA # 2014-2015-0001-ESC

Federal Program: Federal Help America Vote Act—Catalog of Federal Domestic Assistance (CFDA) § 90.401 Help America Vote Act Requirements Payments

Compliance requirements applicable to the federal resources awarded under this agreement are as follows:

1. Scope of Work. The Supervisor shall only use the FY 2014-2015 Funds (amount specified in **Attachment B**) for one or more of the following federal election administration scope of work in the following categories (the Federal Election Activity Plan, **Attachment A-1**, contains more specific examples).

- *Voter Education*
- *Poll Worker Training*
- *Standardizing Election Results Reporting*
- *Other Federal Election Administration Activities, as approved by the Department of State.*

2. Minimum Performance Standards. The Supervisor will submit an annual report (DS-DE 128, Revised 11-15-13) on December 31 of every year until the funds are expended to show the deliverables have been achieved. The Supervisor must attach to the report billing or itemized receipts in support of the expenditures for the services or products used to provide voter education concerning voting procedures voting rights or voting technology, and/or poll worker training payroll registers, as well as MOVE Act Implementation and Maintenance and Software and Hardware Technology as described in **Attachment A-1**.

3. Submissions. Prior to receipt of FY 2014-2015 funds under this Agreement, the Supervisor must additionally submit to the Department:

- *A Federal Election Activities Plan (DS-DE 126, Revised 6/4/2014) that contains a detailed description of the programs that will be implemented. Boxes should be marked for federal election administration activities that will be used as well as for all sources of funding that apply, i.e. include the source of funds (federal, county matching funds, interest earned and other county funds (local) being used for each federal election activity set forth in the plan. This form is attached hereto as **Attachment A-1**. Please provide SAMPLES of all voter education printed documents and transcripts of audio and video recordings or clips.*
- *A written certification from the county governing body (e.g. Board of County Commissioners) (DS-DE 127, Revised 6/4/2013) that matching funds will be provided in an amount equal to fifteen percent (15%) of the amount to be received from the state.*

This form is attached hereto as **Attachment A-2**. If the county governing body fails to appropriate the matching funds, the Supervisor must return or repay to the State the portion of the funds for which the matching funds applied.

- A completed ED Form GCAS-009 (6/88), entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions", and attached hereto as **Attachment A-3**. [Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, prohibits the disbursement of federal funds to the intended recipient of such funds or to any sub-recipient thereunder unless such recipient and each sub-recipient, if any, certify that they are not excluded or disqualified from receiving federal funds by any federal department or agency.]
- A completed "Certificate of Equipment for Casting and Counting Ballots" (DS-DE 135, Effective 7/10/13), attached hereto as **Attachment A-4**. This is required if the request, in part or in full, is to use HAVA funds for the purpose of purchasing emerging or enhancing software and hardware technology.

4. **Interest bearing account/public depository.** The Supervisor must establish and maintain the FY 2014-2015 funds in an interest bearing account in a "qualified public depository" as required by section 280.03, Florida Statutes. The Supervisor must segregate federal funds and required county matching dollars in a separate account established to hold only such funds or in an account in which funds may be tracked by different account codes. For example, do not commingle HAVA funds for voting systems assistance with funds for voter education.

Funds in this account must be used only for the activities for which the funds were received. Funds shall remain in the account to be used for the same purposes for subsequent years or until such funds are expended.

Please note that separate public depository requirements apply under chapter 280, Florida Statutes, but are outside the scope of enforcement of this agreement. You will be required to execute and retain in your records a "Public Deposit Identification and Acknowledgment Form" (DFS-JI-11295) and to submit a Public Depositor Annual Report (DFS-JI-1009) to the Public Deposits Program, Florida Department of Financial Services. Refer to <http://www.myfloridacfo.com/Division/AA/Forms/default.htm> for forms; and for more information, contact the program administrator at: 850-413-3360.

5. **Accounting.** The Supervisor shall maintain separate accounting records for each of the funding sources identified under its plan submitted pursuant to paragraph 4.
6. **Financial reports.** The Supervisor shall submit the following written financial reports to the Department:
 - An expenditure report is due every year in which HAVA funds remain and/or are expended. If expenses are made at any time from the date of initial receipt of the FY2014-15 Federal

Election Activities grant funds through September 30 of the year received, the first report is due on December 31 of that year. Thereafter, an expenditure report is only due on December 31 of every year in which expenditures were made or funds remain to cover the preceding October 1st through September 30th period until all funds are fully expended.

- The report shall be filed using Form DS-DE 128 (rev. 11-15-13) provided by the Department. The report must include documentation (such as appropriation statement, committee meeting minutes approving appropriation, or account statement) that the county governing body appropriated matching funds as certified under paragraph 3. Failure to appropriate the county matching funds or reversion of those funds back to the county for any reason must be reported to the Department.

Each financial report shall include the billing or itemized receipts in support of the expenditures for the services or products used. The voter education publications must provide voter education concerning voting procedures, voting rights or voting technology. If deemed necessary after review of a financial report, you may be asked and will be required to provide any requested supplemental documentation. For products, that may include a copy of or the actual product or publication and an indication of how many individual items were produced or printed, or for services, that may include a copy of or the actual newspaper article, audio recording, or video clip and/or template or transcript thereof, and an indication of how many times it was published, aired, or accessed, or a copy of the graphics template and content layout for a special created webpage.

- Annual remaining balance report

Supervisors of Elections shall report to the Department of State any unspent funds remaining on June 30 of each fiscal year. The report form (DS-DE 129, Revised 7/5/11) will be provided by the Department. This report is due on or before July 31 of every year until such funds are fully expended.

7. **Copies.** Copies of any reports or other submissions required by paragraphs 2 and 6 of this Attachment shall be submitted by or on behalf of the Supervisor directly to: Department of State, Division of Elections, R.A. Gray Building, 500 S. Bronough Street, Tallahassee, Florida 32399-0250.

State Resources Awarded to the Supervisor

Under this Agreement Consist of the Following: N/A

Matching Resources for Federal Programs: N/A

Subject to section 215.97, Florida Statutes

(Florida Single Audit Act): N/A

Compliance requirements applicable to state resources

awarded pursuant to this Agreement are as follows: N/A

**RECEIPT AND USE OF HAVA FUNDS
FOR FEDERAL ELECTION ADMINISTRATION ACTIVITIES**

This agreement is between the State of Florida, Department of State, Division of Elections ("Department"), R.A. Gray Building, 500 South Bronough Street, Tallahassee, FL 32399-0250 and The Honorable David H. Stafford, Supervisor of Elections ("Supervisor"), on behalf of Escambia County, Post Office Box 12601, Pensacola, Florida 32591-2601. This agreement is effective as of the date fully executed by the parties.

I. GOVERNING LAW

The Department is authorized pursuant to specific appropriation 3097 of the 2014-2015 General Appropriations Act (see section 6, chapter 2014-51, Laws of Florida), to disburse a total of \$3,000,000 from the Federal Grants Trust Fund (HAVA Account # 261011) to the county supervisors of elections for the fiscal year 2014-2015 ("FY 2014-2015 funds"). Therefore, funds are made available through section 251 of the Help America Vote Act of 2002 (HAVA) and the Catalog of Federal Domestic Assistance (CFDA) 90.401, Help America Vote Act Requirements Payments for improving the administration of federal elections.

II. INCORPORATED DOCUMENTS

This agreement incorporates by reference the following documents:

- **Attachment A: Compliance Requirements**
- **Attachment A-1: Federal Election Activities Plan (Form DS-DE 126, rev. 6/4/2014).**
- **Attachment A-2: Certificate Regarding Matching Funds (Form DS-DE 127, rev. 6/4/2013).**
- **Attachment A-3: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (ED federal form GCS-009, v. 6/88)**
- **Attachment A-4: Certificate of Equipment for Casting and Counting Ballots (Form DS-DE 145, rev. 07/10/2013)**
- **Attachment B: Federal Election Activities-Funds Allocation/County Matching Fund**

III. SCOPE OF USE AND RESTRICTIONS

The FY 2014-2015 funds granted shall be used for federal election administration scope of work as more specifically set forth in **paragraph 1 of Attachment A** and detailed in **Attachment A-1**. In addition, the funds shall:

- Be used to support election activities related only to federal elections (that is, elections in which a federal candidate is on the ballot). If any of these funds are used for an election in which a federal candidate is not on the ballot, the cost must be pro-rated for the portion of the expenditure that is allocable to a federal election.
- Not be used to support state or federal lobbying activities but this does not affect the right, or that of any other organization to petition Congress, or any other level of Government, through the use of other resources.

- Not be distributed until the Supervisor first submits in accordance with **paragraph 3 of Attachment A**: 1) The Supervisor's plan for using the funds (**Attachment A-1**) any change, modification or deviation from the activities or expenses initially provided in the plan for use of the funds must be reviewed and approved by the Department prior to expenditure; 2) The governing body's certification that it will provide matching funds equal to 15% of the HAVA funds received (**Attachment A-2**); 3) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form (**Attachment A-3**); and 4) if applicable, Certificate of Equipment for Casting and Counting Ballots (**Attachment A-4**).
- Be placed in a separate interest bearing account in a qualified public depository as set out in section 280.03, Florida Statutes, and in accordance with accounting requirements as set forth in **paragraphs 4 and 5 of Attachment A**.
- Be reported timely and accounted for in accordance with this agreement and specifically **paragraphs 6 and 7 of Attachment A**, including any request for supplemental clarification or documentation.

IV. DISBURSEMENT

Subject to Section III, the Department shall distribute to each eligible county supervisor of elections upon request an amount equal to the funding level per voter multiplied by the number of active registered voters in the county for the 2012 General Election. The Supervisor shall receive a sum certain as outlined in **Attachment B**.

IV. MONITORING, AUDITS, AND REPORTS

The administration and use of funds are subject to monitoring, audits, and reports as follows:

A. Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133 (as revised), the Department may provide additional monitoring including on-site visits, and/or other procedures permitted under federal and state law. The Supervisor shall comply and cooperate with any monitoring procedures/processes the Department deems appropriate.

The Department shall closely monitor the Supervisors' annual expenditure reports required by **paragraph 6 of Attachment A** to ensure that the Supervisors expend HAVA funds in accordance with approved plans and will require reimbursement for all expenditures not approved or otherwise authorized. Also, the Department shall ensure that Supervisors report the expenditures made with HAVA funds separately from expenditures made with county funds.

B. Audits

1. Federal audit/OMB Circular A-133 (as revised)

If the Supervisor expends \$500,000 (\$300,000 for fiscal years ending before December 31, 2003) or more in federal awards in its fiscal year, a single or program-specific audit must be conducted in accordance with the provisions of OMB Circular A-133 (as revised). This may be satisfied by an

audit of the Supervisor of Elections conducted by the Auditor General in accordance with OMB Circular A-133 (as revised). In determining the federal awards expended in its fiscal year, the Supervisor shall consider all sources of federal awards. **Attachment A** indicates federal resources are being awarded under this Agreement. The determination of amounts of federal awards expended shall be in accordance with the guidelines established by OMB Circular A-133 (as revised). In connection with an audit herein, the Supervisor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133 (as revised).

If the Supervisor expends less than \$500,000 (*\$300,000 for fiscal years ending before December 31, 2003*) in federal awards in its fiscal year, an audit pursuant to OMB Circular A-133 (as revised), is optional. If the Supervisor elects to have an audit conducted in accordance with the provisions of OMB Circular A-133 (as revised), the cost of the audit must be paid from non-federal resources (i.e., from sources other than federal entities).

2. Other audits

The Department may conduct a limited scope audit of federal funds as defined by OMB Circular A-133 (as revised) or other financial analysis or review of federal funds as permitted by federal law. In the event the Department determines that such audit analysis, or review is appropriate, the Supervisor agrees to comply with any additional instructions provided by Department staff to the Supervisor regarding such process. If the Department determines that federal funds received under this Agreement were used for any unauthorized purpose or that the Supervisor did not comply with this agreement or state or federal requirements for receipt, expenditure, or accounting, the Supervisor must return or repay these federal funds in an amount sufficient to ensure or obtain compliance, including expenses for any corrective or remedial action. Additionally, the Department may withhold funds, otherwise due, in an amount sufficient to cover any costs associated with the limited scope audit or financial analysis or review to determine or ensure compliance.

The Supervisor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits of federal funds deemed necessary by the Department of State, Chief Financial Officer (CFO) or Auditor General.

For additional guidance to state and federal monitoring and auditing requirements, refer to: <http://election.dos.state.fl.us/hava/index.shtml> and <http://www.eac.gov>.

C. Reports

Copies of financial reporting packages as described in section .320(c), OMB A-133 (as revised) for audits conducted by or on behalf of the Supervisor pursuant to Section IV.B.1 of this agreement, shall be submitted as required by sections .320(d) of such circular to:

*Department of State
Division of Elections
R.A. Gray Building, Ste 316
500 S. Bronough Street
Tallahassee, FL 32399-0250*

*Department of State
Office of Inspector General
R.A. Gray Bldg., Rm 406
500 S. Bronough Street
Tallahassee, FL 32399-0250*

*Auditor General's Office
Room 401, Pepper Bldg
111 West Madison St.
Tallahassee, FL
32399-1450*

*Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th St.
Jeffersonville, IN 47132*

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133 (as revised).

Any reports, management letter, or other required information shall be submitted timely in accordance with OMB Circular A-133 (as revised), the Florida Single Audit Act, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable. When submitting financial reporting packages to the Department for audits conducted in accordance with the aforementioned circular or Rules of the Auditor General, the Supervisor shall include within the information the date the Supervisor received the reporting package.

V. RECORD RETENTION

The Supervisor shall keep and maintain accurate and detailed records (e.g., invoices, receipts, and other documentation) sufficient to identify how and whether expenditures were used for authorized purposes, to support financial reporting, and to conduct audits as may be required or requested. In accordance with the guidelines of the Department of Financial Services and the Office of the Auditor General, these records must be retained for five fiscal years after the last report that all funds have been fully expended or funds are returned by the county, or three years after the date an audit report is issued, whichever is earlier. The Supervisor shall allow the Department or its designee, CFO, or Auditor General access to such records, including the audit working papers upon request. **Failure to provide adequate documentation shall result in a request to return the funds to the Department.**

VI. ENTIRETY OF THE AGREEMENT

All terms and conditions of this agreement are fully set forth in this document and attachments incorporated by reference and shall be governed by the laws of the State of Florida regardless of any conflict of laws provisions. In any proceeding or action brought under this section, the parties agree that the prevailing party will be entitled to its reasonable attorney's fees from the other party. The parties agree that proper venue will be in Leon County, Florida.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

County Supervisor of Elections:

By: David H. Stafford

David H. Stafford
Escambia County Supervisor of Elections

(print name/title)

County FEID Number: 59-6000598

Witness: Keelie A. Deckerka

Date: 8/6/2014

FL Department of State/Division of Elections

By: _____

(print name/title)

Witness: _____

Date: _____

Please complete, sign & return this Agreement and the required certifications to:

Joyce Durbin, HAVA Funds Coordinator, Florida Department of State, Division of Elections,
R.A. Gray Building, Room 316, 500 South Bronough Street, Tallahassee, Florida 32399-0250

Certificate Regarding Matching Funds

I, Lumon J. May, Chairman of the Board of County Commissioners of Escambia County, Florida, do hereby certify that the Board of County Commissioners will provide matching funds for the Federal Election Activities grant in county FY 2014-2015 to the Supervisor of Elections in an amount equal to at least 15% of the amount to be received from the state, which for Escambia County is \$7,476.15. I understand that if the Board fails to appropriate the matching funds, all funds received from the state for this grant during the 2014-2015 state fiscal year will be required to be returned to the Department of State.

Chairman, Board of County Commissioners
Lumon J. May

Date

This document approved as to form and legal sufficiency.

By: 

Title: Asst. County Attorney

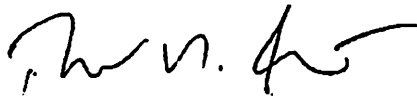
Date: July 31, 2014

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

Certificate of Equipment for Casting and Counting Ballots

We, The Honorable David H. Stafford, Supervisor of Elections and Lumon J. May, Chairperson of Board of County Commissioners, of Escambia County, Florida, do hereby certify that prior to the receipt and use of fiscal year 2014-2015 HAVA funds for the purchase of State-approved or certified (whichever is applicable) emerging or enhancing software or hardware technology as allowable per Attachment A-1, the county has purchased and made available sufficient equipment for casting and counting ballots to meet the needs of the county electors for the next regularly scheduled general election. If the Florida Department of State determines that there is insufficient equipment for casting and counting ballots for the next regularly scheduled general election as herein certified, we shall return the HAVA funds that were used to purchase other emerging or enhancing software and hardware technology to the State.



Supervisor of Elections

4/6/2014
Date

Chairman, Board of County Commissioners
Lumon J. May

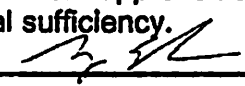
Date

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

DS-DE 135
Revised 7/10/13

This document approved as to form and legal sufficiency.

By: 
Title: Asst. County Attorney
Date: JULY 31, 2014



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6472

County Administrator's Report 16. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Purchase of Replacement Mobile Command Trailer for Emergency Management, VE13-14.026

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of a Mobile Command/Training Center Trailer - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the replacement of the Public Safety Mobile Command Trailer (Asset #49498):

A. Approve the purchase of one 53-foot triple expandable Training/Command Center Mobile Trailer, Model # KTTEXP53CP, for the amount of \$611,420.89, delivered, per the terms and conditions of General Services Administration (GSA), Schedule 23V, Vehicular Multiple Award Schedule, SIN: 190-05, Contract GS-30F-0001Y, and according to specifications VE13-14.026; and

B. Authorize the issuance of a Purchase Order to Trailer Technologies Holdings, LLC, d/b/a Kentucky Trailer Technologies, for this purpose.

[Funding: Fund 352, LOST III, Cost Center 330435, Project Number 14PS3028, Object Code 56401]

BACKGROUND:

The current Escambia County Public Safety Mobile Command Trailer was purchased in 2002 under the concept of supporting Public Safety's needs for providing a mobile command platform to manage planned events and emergency incidents. After the 2001 terrorist attacks, the Nation significantly restructured how incidents are managed. Today efficient management of emergency incidents requires larger numbers of people from multiple disciplines. Our current trailer does not provide the space needed to support such an operation. We have had several incidents where sufficient space for incident management was unavailable. This new trailer will additionally allow it to be better utilized as part of a Continuity of Operations Plan (COOP), not only for the Public Safety Department, but for other County infrastructure, as well.

Following are reasons for replacement:

- The mobile response trailer is now 12 years old;

- Maintenance costs are increasing;
- The roof leaks;
- Radio, telephone and data infrastructure needs updating;
- Insufficient space and current trailer cannot be expanded;
- The generator has met end of life cycle and the air conditioning system is aging;
- Lack of storage capacity;
- Need for transition from analog and digital technology-whole infrastructure.

The GSA price for the KTTEXP53CP is \$628,138.56, including Freight and Federal Excise Tax (FET). The recommended cost of \$611,420.89, excludes FET.

In accordance with Escambia County Code of Ordinances, Chapter 46, Article II, Purchases and Contracts, Section 46-82, Sealed Bid Process, and Section 46-110, Local Preference, VE13-14.026 - Public Safety Department Vehicle Purchase #6, was posted on the Escambia County website July 3, through August 4, 2014, using specifications provided by the manufacturer. No offers were received from the posting.

BUDGETARY IMPACT:

Funding is available in Fund 352, LOST III Fund, Cost Center 330435. Project number PS143028 has been established for this purpose.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinances, Chapter 46, Article II, Purchases and Contracts, Section 46-82, Sealed Bid Process, and Section 46-110, Local Preference.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

VE13-14.026

Purchasing email - No Bid

GSA Contract GS-30F-0001Y



Board of County Commissioners • Escambia County, Florida

Claudia Simmons, CPPO, Manager
Office of Purchasing

The Public Safety Department of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description:

Year: 2014

Model: KTTEXP53CP-53' Triple Expandable Training/Command Trailer

Color: Single color paint

Warranty: Manufacturers' listed standard equipment warranty

Model Profile – See attached

Vehicle Specifications and Manufacturer's Options – See Attached

Delivery required (from order date):

60 – 90 days

Maximum Budgeted Purchase Amount:

\$628,138.56

**Specification Number VE13-14.026 – Public Safety Department Vehicle Purchase #6 -
Model KTTEXP53CP-53' Triple Expandable Training/Command Trailer**

Posting Date	Thursday, July 3, 2014
Due Date for Offers	Monday, August 4, 2014
Depart. Contact	John Dosh, Public Safety
Fleet Maint.	N/A

VE13-14.026 Public Safety Vehicle Purchase #6- (1) Model KTTEXP53CP – 53' Triple Expandable Training/Command Trailer

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope by 5:00pm CDT, Monday, August 4, 2014 to:

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

And clearly marked with the Specification Number VE13-14.026 Public Safety Department Vehicle Purchase #6 and the name of the offerer.

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

**VE13-14.026 PUBLIC SAFETY VEHICLE PURCHASE #6 – MODEL KTTEXP53CP-53'
EXPANDABLE TRAINING/COMMAND TRAILER**

MODEL KTTEXP53CP – 53' TRIPLE EXPANDABLE TRAINING/COMMAND

53' Kentucky Trailer double expandable single drop shell with smooth .090 aluminum skin. Includes gooseneck slideout, 40' W x 7'D hydraulic expandable and one 39'W x 7'D, single color paint, two entry doors with steps and landings, belly boxes, leveling system, exterior graphics, 200 amp service panel with shore cord, Northern Air 10 ton ducted air conditioning, aluminum cabinets, office package, 40KW diesel generator, recessed roof for satellite dish, five 42" monitors.

GSA price including IFF and FET: \$628,138.56

From: [John Dosh](#)
To: [Trisha K. Pohlmann](#); [Mike D. Weaver](#)
Subject: FW: RE: VE13-14,026 - PS Department Vehicle Purchase #6
Date: Thursday, August 07, 2014 10:01:18 AM
Attachments: [image001.png](#)

FYI

From: John Dosh
Sent: Thursday, August 07, 2014 10:01 AM
To: Claudia A. Simmons
Subject: RE: RE: VE13-14,026 - PS Department Vehicle Purchase #6

Welcome back.

Thanks JD

From: Claudia A. Simmons
Sent: Thursday, August 07, 2014 10:00 AM
To: John Dosh
Subject: RE: RE: VE13-14,026 - PS Department Vehicle Purchase #6

John,
No offers were received. Please go forward with your recommendation.
Claudia



**KENTUCKY TRAILER
TECHNOLOGIES**

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE**

03/04/2014

**Schedule 23V, Vehicular Multiple Award Schedule (VMAS)
SIN: 190-05**

Contract Number: GS-30F-0001Y

Contract Period: 10/06/2011 – 10/05/2016

Trailer Technologies Holdings, LLC dba/Kentucky Trailer Technologies

1240 N. Pontiac Trail
Walled Lake, MI 48390
800-521-9701
Fax 248-960-7775
www.kytrailer.com/ktt

Business size: Small

On-line access to contract information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu driven database system. The INTERNET address for GSA Advantage! is <http://www.gsaadvantage.gov>. For more information on ordering from Federal Supply Schedules, click on the FSS schedule button at www.fss.gsa.gov.

3/5/2014

- 1 -

- 1a. Authorized SIN: 190-05, Special Vocation Vehicles and Attachments. All items in this catalog are part of this SIN.
- 1b. The lowest priced model number and lowest unit price under this contract is: KTF550CP at \$158,443.89 for a single unit exclusive on any volume/dollar discounts.
- 1c. Hourly rates: Not applicable
- 2. Maximum single order limitation: \$2,000,000.00
- 3. Minimum Order: \$100.00
- 4. Geographic delivery scope: 48 contiguous states, DC, Alaska, Hawaii, and Puerto Rico, U.S. Territories and overseas.
- 5. Production Point: Walled Lake, MI. Oakland County, USA.
- 6. Government prices are net, with discounts already deducted and include Industrial Funding Fee. Government discount from commercial pricing is 7% before IFF.
- 7. Quantity discounts: Prices already net (discounts already included).
- 8. Prompt payment terms: None
- 9a. Government purchase cards are accepted at or below the micro-purchase threshold.
- 9b. Government purchase cards are not accepted above the micro-purchase threshold.
- 10. All items manufactured in U.S.
- 11a. Time of delivery: 240 days ARO. If multiple units are ordered, the first unit will be completed in 240 days or less ARO. Additional units will be delivered within 30 days subsequently from the first unit. Non-standard items may impact the delivery date.
- 11b. Vehicles under this contract are not normally available for expedited delivery. Exceptions may be made for on-ground shells, demonstrator units or prototypes.

- 11c. Overnight and 2-day delivery: May be available on existing demonstration units.
- 11d. Urgent requirements: Customer should call to discuss urgent needs.
- 12. FOB: Origin (Walled Lake, MI).
- 13. Orders may be placed directly to:
 - Kentucky Trailer Technologies
 - 1240 N. Pontiac Trail
 - Walled Lake, MI 48390
 -
 - Faxed Orders: 248-960-7775
 -
 - E-mailed orders: jmattman@kytrailer.com
- 13b. Ordering Procedures: For supplies and services, the ordering procedures and information on Blanket Purchase Agreements (BPA's) are found in the Federal Acquisition Regulation (FAR) 8.405-3.
- 14. Payment address: Kentucky Trailer Technologies
1240 N. Pontiac Trail
Walled Lake, MI 48348
- 15. Warranty provision: Standard warranty is one year. Major components that carry longer warranties remain intact.
- 16. Export packing charges: Not within the scope of this contract. Price can be determined on case by case basis as an open market item.
- 17. Government commercial credit card terms: Accepted below micro purchase level only.
- 18. Rental, maintenance, and repair: Not applicable
- 19. Terms and conditions of installation: Not applicable
- 20. Repair parts are not included in this contract. Repair parts are available from Kentucky Trailer Technologies as an open market purchase.

- 20a. No other services apply to this contract
- 21. Service and distribution points: Please call KTT to identify the location of the nearest authorized service center.
- 22. Participating dealers: Not applicable
- 23. Preventative maintenance manuals are provided with each vehicle in the provided manuals.
- 24a. Environmental attributes: Not applicable.
- 24b. Section 508 compliance information: Not applicable.
- 25. DUNS Number: 858462559
- 26. CAGE code: 1TRW9

KENTUCKY TRAILER TECHNOLOGIES

GSA PRICELIST

MODEL KTF550CP - MOBILE COMMAND CENTER

Ford F550 19,500 GVWR regular cab 4x2 diesel chassis with .040" aluminum skin 16' body. Includes 7KW Quiet diesel generator, Whelen light package, galley, lavatory, conference area, and work stations.

GSA price including IFF: \$158,443.89

MODEL KTSEXP53SH – 53' SINGLE EXPANDABLE SHELL

53' Kentucky Trailer single expandable single drop shell with smooth .090 aluminum skin. Includes 40' W x 7'D hydraulic expandable, single color paint, two entry doors with steps and landings, belly boxes, leveling system, urethane insulation, sub wall and sub floor, 200 amp service panel with shore cord, 10 tons of ducted air conditioning.

GSA price with IFF and FET \$274,161.76

MODEL KTST53TRN – 53' STRAIGHT TRAINING/COMMAND UNIT

53' Kentucky Trailer with flat floor and .050 riveted skin. Includes 20' powered awning, belly boxes, aluminum stairs and platform, automatic leveling system, galley, aluminum cabinets, electronics rack, 32KW diesel generator, shore cord, 6-ton ducted air conditioning, three 42" LED monitors, Herman Miller seating.

GSA price including IFF and FET: \$320,862.56

MODEL KTDEXP53SH – 53' DOUBLE EXPANDABLE SHELL

53' Kentucky Trailer double expandable single drop shell with smooth .090 aluminum skin. Includes one 40' W x 7'D hydraulic expandable and one 39'W x 7'D, single color paint, two entry doors with steps and landings, belly boxes, leveling system, urethane insulation, sub wall and sub floor, 200 amp service panel with shore cord, 10 tons of ducted air conditioning.

GSA price with IFF and FET \$334,712.41

MODEL KTSEXP53TR – 53' SINGLE EXPANDABLE TRAINING/COMMAND

53' Kentucky Trailer single expandable single drop shell with smooth .090 aluminum skin. Includes 40' W x 7'D hydraulic expandable, single color paint, two entry doors with steps and landings, belly boxes, leveling system, 200 amp service panel with shore cord, 10 tons of ducted air conditioning, galley, aluminum cabinets, two electronics racks, 40KW diesel generator, Herman Miller seating.

GSA price including IFF and FET: \$447,309.28

MODEL KTDEXP53TR – 53' DOUBLE EXPANDABLE TRAINING/COMMAND

53' Kentucky Trailer double expandable single drop shell with smooth .090 aluminum skin. Includes 40' W x 7'D hydraulic expandable and one 39'W x 7'D, single color paint, two entry doors with steps and landings, belly boxes, leveling system, 200 amp service panel with shore cord, 10 tons of ducted air conditioning, galley, aluminum cabinets, three electronics racks, 40KW diesel generator, Herman Miller seating.

GSA price including IFF and FET: \$537,234.03

**MODEL KTDEXP53CP – 53' DOUBLE EXPANDABLE HIGH LEVEL
COMMAND**

53' Kentucky Trailer double expandable single drop shell with smooth .090 aluminum skin. Includes 40' W x 7'D hydraulic expandable and one 39'W x 7'D, single color paint, two entry doors with steps and landings, belly boxes, leveling system, 200 amp service panel with shore cord, 12 tons of ducted air conditioning, galley, aluminum cabinets, three electronics racks, 40KW diesel generator, shore cord, Herman Miller seating, four powered awnings, skirts, observation deck, raised fifth wheel floor for cabling, 7KW UPS, three dispatch stations, KVH A7, TracStar 1.2M dish, aircraft downlink system, ACU1000, 16 radios, Cisco VOIP system, 42' mast with Pelco CCTV system, alarm, lightening protection, 42" monitors.

GSA price including IFF and FET: \$1,138,331.31

MODEL KTFLM2EXPCP – Freightliner M2106 with 26' .063 aluminum body,
power awning, 20KW 50Hz. generator, workstation room, conference room, galley, four Panasonic Toughbooks, two LED monitors, Whelen light package, automatic leveling.

GSA price including IFF: \$422,655.72

MODEL KTTEXP53CP – 53' TRIPLE EXPANDABLE TRAINING/COMMAND

53' Kentucky Trailer double expandable single drop shell with smooth .090 aluminum skin. Includes gooseneck slideout, 40' W x 7'D hydraulic expandable and one 39'W x 7'D, single color paint, two entry doors with steps and landings, belly boxes, leveling system, exterior graphics, 200 amp service panel with shore cord, Northern Air 10 ton ducted air conditioning, aluminum cabinets, office package, 40KW diesel generator, recessed roof for satellite dish, five 42" monitors.

GSA price including IFF and FET: \$628,138.56

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	Kentucky Trailer Technologies, SIN: 190-05, DATE: 3/4/2014												
2	MFR	MFR PART #	PRODUCT DESCRIPTION	LIST PRICE	GSA'S DISCOUNT IN (%) FROM LIST PRICE	GSA PRICE WITHOUT IFF	GVWR	Freight	FEDERAL EXCISE TAX IF APPLICABLE	PROPOSED GSA PRICE (W/IFF & FET)	COUNTRY OF ORIGIN	WARRANTY	SIN
3	KTT	KTF550CP	Ford F550 based command center	\$ 169,092.00	7%	\$ 157,255.56	19,000 lb.	FOB Origin	N/A	\$ 158,443.89	USA	1 year	190-05
4	KTT	KTS153TRN	53' Straight trailer - Training/command	\$ 329,918.77	7%	\$ 306,824.46	65,000 lb.	FOB Origin	\$ 11,631.63	\$ 320,862.56	USA	1 year	190-05
5	KTT	KTSEXP53SH	53' Single Expandable trailer shell	\$ 280,570.00	7%	\$ 260,930.10	65,000 lb.	FOB Origin	\$ 11,175.45	\$ 274,161.76	USA	1 year	190-05
6	KTT	KTSEXP53TR	53' Single Expandable -Training/command	\$ 464,834.58	7%	\$ 432,296.16	65,000 lb.	FOB Origin	\$ 11,658.30	\$ 447,309.28	USA	1 year	190-05
7	KTT	KTDEXP53SH	53' Double Expandable trailer shell	\$ 343,673.11	7%	\$ 319,615.99	65,000 lb.	FOB Origin	\$ 12,586.07	\$ 334,712.41	USA	1 year	190-05
8	KTT	KTDEXP53TR	53' Double Expandable - Training/command	\$ 558,232.58	7%	\$ 519,156.30	65,000 lb.	FOB Origin	\$ 14,048.48	\$ 537,234.03	USA	1 year	190-05
9	KTT	KTDEXP53CP	53' Double Expandable high level command	\$ 1,199,710.02	7%	\$ 1,115,730.32	65,000 lb.	FOB Origin	\$ 14,063.51	\$ 1,138,331.31	USA	1 year	190-05
10	KTT	KTFLM2EXPCP	Freightliner M2 Export Command Center	\$ 451,060.00	7%	\$ 419,485.80	32,000 lb.	OCONUS	N/A	\$ 422,655.72	USA	1 year	190-05
11	KTT	KTDEXP40SH	40' Shallow Double Expandable shell	\$ 362,948.98	7%	\$ 337,542.55	65,000 lb.	FOB Dest.	\$ 16,261.50	\$ 356,477.63	USA	1 year	190-05
12	KTT	KTTEXP53CP	53' Triple Expandable - Training/command	\$ 652,376.18	7%	\$ 606,709.85	65,000 lb.	FOB Origin	\$ 16,717.67	\$ 628,138.56	USA	1 year	190-05
13			Does not include freight cost. Delivered cost is \$611,420.89.										
14			OPTIONS										
15			CAB/CHASSIS FEATURES										
16	KTT	KTBUCC	B/U camera color LCD w/IR	\$ 1,780.00	7%	\$ 1,655.40	N/A	N/A	N/A	\$ 1,667.91	USA	Std. Commercial	190-05
17	KTT	KTBUCCB	B/U camera B&W low light	\$ 880.00	7%	\$ 818.40	N/A	N/A	N/A	\$ 824.58	USA	Std. Commercial	190-05
18	KTT	KTFSGN	Federal Signal map light	\$ 185.00	7%	\$ 172.05	N/A	N/A	N/A	\$ 173.35	USA	Std. Commercial	190-05
19													
20			WALLS/CEILING/FLOOR										
21	KTT	KTPPDU	Powered pocket door upgrade	\$ 2,590.00	7%	\$ 2,408.70	N/A	N/A	N/A	\$ 2,426.90	USA	Std. Commercial	190-05
22	KTT	KTCFSU	Clear/fogged switch	\$ 1,800.00	7%	\$ 1,674.00	N/A	N/A	N/A	\$ 1,686.65	USA	Std. Commercial	190-05
23	KTT	KTBSD	Bulkhead with sliding pocket door	\$ 2,300.00	7%	\$ 2,139.00	N/A	N/A	N/A	\$ 2,155.16	USA	Std. Commercial	190-05
24													
25			AC ELECTRICAL										
26	KTT	KT3KVAUPS	3000 VA UPS	\$ 4,260.00	7%	\$ 3,961.80	N/A	N/A	N/A	\$ 3,991.74	USA	Std. Commercial	190-05
27	KTT	KT20KWAG	Additional generator - 20KW	\$ 16,920.00	7%	\$ 15,735.60	N/A	N/A	N/A	\$ 15,854.51	USA	Std. Commercial	190-05
28	KTT	KT55KWU	Generator - 55KW upgrade over 40KW	\$ 4,360.00	7%	\$ 4,054.80	N/A	N/A	N/A	\$ 4,085.44	USA	Std. Commercial	190-05
29	KTT	KT75KWU	Generator - 75KW upgrade over 40KW	\$ 17,905.00	7%	\$ 16,651.65	N/A	N/A	N/A	\$ 16,777.48	USA	Std. Commercial	190-05
30	KTT	KT100KWU	Generator - 100KW upgrade over 40KW	\$ 21,490.00	7%	\$ 19,985.70	N/A	N/A	N/A	\$ 20,136.73	USA	Std. Commercial	190-05
31	KTT	KT80ACONV	80 Amp convertor	\$ 993.00	7%	\$ 923.49	N/A	N/A	N/A	\$ 930.47	USA	Std. Commercial	190-05
32													
33			DC ELECTRICAL										
34	KTT	KTAXUBB	Aux battery bank (4 AGM)	\$ 1,900.00	7%	\$ 1,767.00	N/A	N/A	N/A	\$ 1,780.35	USA	Std. Commercial	190-05
35	KTT	KTW700LED	Whelen 700 series LED lighthead	\$ 315.00	7%	\$ 292.95	N/A	N/A	N/A	\$ 295.16	USA	Std. Commercial	190-05
36	KTT	KTW900LED	Whelen 900 Series LED scene	\$ 485.00	7%	\$ 451.05	N/A	N/A	N/A	\$ 454.46	USA	Std. Commercial	190-05
37	KTT	KTW900LEDRB	Whelen 900 series LED red/blue	\$ 395.00	7%	\$ 367.35	N/A	N/A	N/A	\$ 370.13	USA	Std. Commercial	190-05
38													
39			INTERIOR FEATURES										
40	KTT	KTSSUP	Solid surf. countertops/lin. ft. upgrade	\$ 85.00	7%	\$ 79.05	N/A	N/A	N/A	\$ 79.65	USA	Std. Commercial	190-05
41	KTT	KT3TACADD	Addl. 3-ton A/C with ducting	\$ 8,450.00	7%	\$ 7,858.50	N/A	N/A	N/A	\$ 7,917.88	USA	Std. Commercial	190-05
42	KTT	KT4TACADD	Addl. 4-ton A/C with ducting	\$ 9,270.00	7%	\$ 8,621.10	N/A	N/A	N/A	\$ 8,686.25	USA	Std. Commercial	190-05
43	KTT	KT5TACADD	Addl. 5-ton A/C with ducting	\$ 9,870.00	7%	\$ 9,179.10	N/A	N/A	N/A	\$ 9,248.46	USA	Std. Commercial	190-05
44	KTT	KT6TACADD	Addl. 6-ton A/C with ducting	\$ 10,695.00	7%	\$ 9,946.35	N/A	N/A	N/A	\$ 10,021.51	USA	Std. Commercial	190-05
45	KTT	KTRMACADD	Addl. Roof mount A/C	\$ 1,150.00	7%	\$ 1,069.50	N/A	N/A	N/A	\$ 1,077.58	USA	Std. Commercial	190-05
46	KTT	KTACPTADD	Upgrade per ton/unit	\$ 800.00	7%	\$ 744.00	N/A	N/A	N/A	\$ 749.62	USA	Std. Commercial	190-05
47	KTT	KTRRADDD	Restroom package w/ tanks/plumbing	\$ 7,990.00	7%	\$ 7,430.70	N/A	N/A	N/A	\$ 7,486.85	USA	Std. Commercial	190-05
48	KTT	KT19EIRACK	EIA 19" full height rack	\$ 1,350.00	7%	\$ 1,255.50	N/A	N/A	N/A	\$ 1,264.99	USA	Std. Commercial	190-05
49	KTT	KTREFERUC	Under-counter refrigerator	\$ 925.00	7%	\$ 860.25	N/A	N/A	N/A	\$ 866.75	USA	Std. Commercial	190-05
50													
51													
52			VIDEO SYSTEM										
53	KTT	KTKVHA7	KVH A7 low profile - 5"	\$ 4,450.00	7%	\$ 4,138.50	N/A	N/A	N/A	\$ 4,169.77	USA	Std. Commercial	190-05
54	KTT	KTKVHR6	KVH R6 12"	\$ 2,650.00	7%	\$ 2,464.50	N/A	N/A	N/A	\$ 2,483.12	USA	Std. Commercial	190-05
55	KTT	KTSV360	SV360 TracStar	\$ 2,995.00	7%	\$ 2,785.35	N/A	N/A	N/A	\$ 2,806.40	USA	Std. Commercial	190-05
56	KTT	KT42FSTV	42" flatscreen display w/mount	\$ 1,700.00	7%	\$ 1,581.00	N/A	N/A	N/A	\$ 1,592.95	USA	Std. Commercial	190-05
57	KTT	KTPERSURV	Perimeter surveillance cams (4)	\$ 5,850.00	7%	\$ 5,440.50	N/A	N/A	N/A	\$ 5,481.61	USA	Std. Commercial	190-05
58	KTT	KT16X8R	Router - up to 16 x 8	\$ 5,500.00	7%	\$ 5,115.00	N/A	N/A	N/A	\$ 5,153.65	USA	Std. Commercial	190-05
59	KTT	KT42FSEXT	42" flat panel TV in ext. compt	\$ 3,950.00	7%	\$ 3,673.50	N/A	N/A	N/A	\$ 3,701.26	USA	Std. Commercial	190-05
60	KTT	KTPELESP	Pelco Esprit system	\$ 7,890.00	7%	\$ 7,337.70	N/A	N/A	N/A	\$ 7,393.15	USA	Std. Commercial	190-05
61	KTT	KTPROJ	Projector-DLP	\$ 1,510.00	7%	\$ 1,404.30	N/A	N/A	N/A	\$ 1,414.91	USA	Std. Commercial	190-05
62	KTT	KTSMARTB	Smart board	\$ 4,200.00	7%	\$ 3,906.00	N/A	N/A	N/A	\$ 3,935.52	USA	Std. Commercial	190-05
63	KTT	KTINTECIR	Intec IR camera system	\$ 37,110.00	7%	\$ 34,512.30	N/A	N/A	N/A	\$ 34,773.10	USA	Std. Commercial	190-05
64	KTT	KT8X8R	8x8 router	\$ 2,850.00	7%	\$ 2,650.50	N/A	N/A	N/A	\$ 2,670.53	USA	Std. Commercial	190-05
65													
66			COMMUNICATIONS										
67	KTT	KTTRAC96	TracStar .96 w/infinity 3100	\$ 22,650.00	7%	\$ 21,064.50	N/A	N/A	N/A	\$ 21,223.68	USA	Std. Commercial	190-05
68	KTT	KTTRAC12	TracStar 1.2M system	\$ 31,055.00	7%	\$ 28,881.15	N/A	N/A	N/A	\$ 29,099.40	USA	Std. Commercial	190-05
69	KTT	KTACU1000	ACU-1000 w/factory training	\$ 24,560.00	7%	\$ 22,840.80	N/A	N/A	N/A	\$ 23,013.40	USA	Std. Commercial	190-05

[illegible]

From: [John Dosh](#)
To: [Joe F. Pillitary](#)
Cc: [Trisha K. Pohlmann](#)
Subject: RE: Command Trailer GS 30F-0001Y
Date: Friday, June 06, 2014 8:25:59 AM

Thanks for your time!

John Dosh
Escambia County Emergency Manager
Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: "Joe F. Pillitary"
Date: 06/06/2014 8:09 AM (GMT-06:00)
To: John Dosh
Cc: "Joe F. Pillitary"
Subject: Command Trailer GS 30F-0001Y

Good Morning JD,

It's a good contract as per attached. "E Buy" is a method that GSA contracting officers, and other entitled to use GSA, receive electronic quotations for procurements.

Please call if you have any questions.

Have a blessed weekend.

Joe



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6618

County Administrator's Report 16. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: First Amendment to Lease of an Office/Warehouse Unit for the EMS Division

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the First Amendment to Lease Agreement with SLJM Properties, LLC, and Escambia County for the Emergency Medical Services Division - Michael D. Weaver, Public Safety Department Director

That the Board approve, and authorize the Chairman to sign, the First Amendment to Lease Agreement between SLJM Properties, LLC, and Escambia County transferring responsibility for electricity service charges from Lessor to Lessee for the office/warehouse unit located at 760 Van Pelt Lane, Unit "D," Pensacola, leased for minor fleet maintenance and storage purposes for the Emergency Medical Services (EMS) Division.

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302]

BACKGROUND:

In its meeting held July 24, 2014, the Board approved a Lease Agreement between SLJM Properties, LLC, and Escambia County for the lease of an office/warehouse unit located at 760 Van Pelt Lane, Unit "D," Pensacola, for one year, at the monthly cost of \$935, commencing August 1, 2014, with an optional one-year term extension, for minor fleet maintenance and storage purposes for the EMS Division. (See County Administrator's Report II-5.)

After receipt of the fully executed Lease Agreement, the Lessor (SLJM) advised the EMS Division Manager of a needed amendment to Item 6, Maintenance and Utilities, specifically with regard to the responsibility for service charges for electricity for the rental unit. SLJM does not routinely provide electrical services for tenants and did not notice this provision upon initial review of the Agreement. The First Amendment provides that the Lessee (County/EMS) shall be responsible for service charges for electricity, while the SLJM maintains the responsibility for water, sewer and sanitation service charges. All other provisions of the initial Agreement remain the same.

Since the Lease term began August 1, 2014, SLJM agreed to pay first month's service charge for electricity for the Unit.

BUDGETARY IMPACT:

The annual cost of this lease (\$11,220) is available in Fund 408 (EMS Fund).

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Stephen West has approved the First Amendment as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

07-24-2014 BCC Resume SLMJ Lease Agreement

First Amendment to Lease Agreement SLMJ

Pulbic Disclosure of Interest SLMJ

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Recommendation: That the Board authorize the County to piggyback off of the State of Florida Term Contract #071-000-13-1, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and award a Purchase Order for two 2014 Chevrolet Silverado 1500 Double Cab 4WD 1WT vehicles for the Fire Services Division, in accordance with the specifications, in the amount of \$60,466, to Garber Chevrolet Buick GMC Truck, Vendor #070423, VE 13-14.022 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 330228, Project Code 08FS0018, Account Code 56401).

Approved 3-0, with Commissioner Valentino having left the meeting and Commissioner Robertson temporarily out of Board Chambers

5. Recommendation: That the Board approve, and authorize the Chairman to sign, the *Lease Agreement* between SLJM Properties, LLC, and Escambia County, for the lease of an office/warehouse unit located at 760 Van Pelt Lane, Unit "D," Pensacola, for one year, at the monthly cost of \$935, commencing August 1, 2014, with an optional one-year term extension, for minor fleet maintenance and storage purposes for the Emergency Medical Services Division (Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302).

Approved 3-0, with Commissioner Valentino having left the meeting and Commissioner Robertson temporarily out of Board Chambers

FIRST AMENDMENT TO LEASE AGREEMENT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS FIRST AMENDMENT TO LEASE AGREEMENT is made this 21st day of August, 2014, by and between SLJM PROPERTIES, LLC, a Florida Limited Liability Company, whose address is 3 West Garden Street, Suite 504, Pensacola, Florida 32502, (Lessor), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502, (Lessee). (This FIRST AMENDMENT TO LEASE AGREEMENT amends the Lease Agreement between the parties that was approved by the Board of County Commissioners on July 24, 2014. Additions to the substantive provisions are underlined and deletions are struck through.)

WITNESSETH:

Lessor, for and in consideration of the payment of the rent and the performance of all other covenants and conditions described in this Lease Agreement, leases to the Lessee the real and/or personal property described below.

1. DESCRIPTION OF PREMISES. Lessor leases to Lessee an office/warehouse unit located at 760 Van Pelt Lane, Unit "D", Pensacola, Florida (Property) as described on the attached Exhibits A, B, and C. The total floor area of that portion of the structure to be occupied by Lessee is 2,000 square feet. Lessee shall have reasonable use of the parking area on the Property but at no time will the number of parking spaces available to Lessee be less than three (3).
2. TERM OF LEASE. The Initial Term of the Lease Agreement shall be for one (1) year, commencing on August 1, 2014 (Effective Date) and ending on July 31, 2015. This Lease Agreement may be renewed by Lessee for an additional one (1) year term (Extended Term) under the same covenants and conditions, provided that Lessee shall deliver to the Lessor written notice of its intent to renew at least thirty (30) days prior to the expiration of the current term.
3. RENT. Lessee shall pay to the Lessor monthly rent in the amount of \$935.00. Rent shall be paid on or before the first day of the month. The first month's rent shall be prorated to the Effective Date. On each annual anniversary of the Effective Date, Lessor may increase the rent by an amount up to and including three (3) percent of the current rent; provided, however, that the Lessor shall provide at least fifty (50) days written notice to Lessee of any proposed rent increase.
4. USE. The Property shall be used solely for minor fleet maintenance and storage purposes for Escambia County's Emergency Medical Services Division, unless Lessee first obtains written consent of Lessor.
5. TAXES. During the Initial Term or any Extended Term of this Lease Agreement, Lessor shall be responsible for all taxes due on the Property or arising out of the Lease Agreement,

including but not limited to ad valorem real property taxes and sales taxes.

6. MAINTENANCE AND UTILITIES. Lessee shall be responsible for janitorial services for the Property. Lessor shall be responsible for all other maintenance on the Property, including but not limited to, interior painting, installing carpet or other floor covering, pest control, replacing air filters and light bulbs, maintenance of the parking areas, exterior landscaping, and grounds keeping. Lessee shall be responsible for utility service charges for electricity, telephone, internet, and cable television. Lessor shall be responsible for all other utility service charges, including but not limited to ~~electricity~~, water, sewer, and sanitation.

7. REPAIRS. Lessor shall be responsible for all repairs on the Property, including but not limited to the structural elements, roof, doors, windows, electrical system, heating and air conditioning system, plumbing system, fixtures, and paved elements. The cost of such repairs shall be the responsibility of the Lessor 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. DESTRUCTION OF PROPERTY. In the event that the Property is damaged or destroyed by fire, storm or other casualty so as to render it unsuitable for the purpose contemplated by this Lease Agreement, Lessee's obligation to pay rent shall cease from the date of the casualty, and Lessor shall promptly return the pro rata portion of any rent paid in advance.

9. TERMINATION. Lessor may terminate this Lease Agreement for material breach of its terms, provided that Lessor shall first provide Lessee with thirty (30) days written notice and reasonable opportunity to cure the breach. Lessee may terminate the Lease Agreement, for cause or convenience, upon ninety (90) days written notice to Lessor. Upon termination, Lessee shall return the Property to the condition that existed on the Effective Date.

10. COMPLIANCE WITH LAWS. Lessee will promptly comply with all applicable and valid laws, ordinances, and regulations of federal, state, county, municipal or other lawful authority pertaining to the use and occupancy of the Property.

11. EMINENT DOMAIN. If all of the Property is taken under the power of eminent domain, or if only a part of the Property is so taken, and Lessee shall determine that the remainder is inadequate or unsatisfactory for its purposes, which determination shall not be arbitrarily or capriciously made, then, in either event, this Lease Agreement shall terminate as of the date Lessee is required to give up the right to occupy or use any part of the Property. The termination of this Lease Agreement as provided above shall not operate to deprive Lessee of the right to assert a claim against the condemning authority for any damage suffered by Lessee. If this Lease Agreement is not terminated as above provided, Lessor and Lessee shall agree upon an equitable reduction of the rental.

12. QUIET ENJOYMENT. Lessee, upon paying the rent and performing the covenants and conditions in this Lease Agreement, shall quietly have, hold and enjoy the Property and all rights granted Lessee in this Lease Agreement during the Initial Term and any Extended Term. Lessor warrants that it is the owner of the Property.

13. NOTICES. All notices shall be in writing and delivered either to the intended party personally, or by the United States Certified Mail, Return Receipt Requested, postage fully prepaid, to the addresses listed below, or to an address that either party may designate in writing and deliver to the other.

LESSOR: SLJM Properties, LLC
3 West Garden Street, Suite 504
Pensacola, FL 32502

LESSEE: Escambia County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

With a copy to:
Escambia County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502

14. COMPLETE AGREEMENT. This Lease Agreement contains a complete agreement between the parties and there are no other promises, representations or inducements. No modification to this Lease Agreement will be effective unless in writing and executed by both parties.

15. ALTERATIONS OR ADDITIONS. Alterations, modifications or additions to the Property, except minor alterations and interior decorating, shall not be made by Lessee without the prior written consent of Lessor, which shall not be unreasonably withheld. Any alterations or additions shall be done in a good and workmanlike manner and in compliance with applicable governmental rules and regulations with the cost being paid by the Lessee. At Lessor's option, Lessee shall remove such alteration, modification, or addition at the termination of the Lease Agreement and repair any damage caused by the removal.

16. RIGHT OF ENTRY. Lessee shall permit Lessor to enter the Property at all reasonable times for the purpose of inspecting or posting notices of non-responsibility for alterations, additions or repairs, providing that reasonable notice of such entry is furnished to Lessee.

17. INSURANCE. Lessee is self-insured pursuant to Section 768.28, Florida Statutes. Nothing in this Lease Agreement shall be construed as indemnity or waiver of sovereign immunity enjoyed by the Lessee, as provided in Section 768.28, Florida Statutes, or any other law pertaining to the limitations on claims.

18. WAIVER. The waiver by Lessor or Lessee of any breach of any term, covenant or condition shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition.

19. LATE CHARGES. All rental payments shall be due and payable in advance on or before the first day of each month. Any rental payment not paid when due and received by the Lessor

by 5:00 P.M. on the 6th day of each month in which rent is due shall result in a late charge calculated in accordance with Section 218.74, Florida Statutes.

20. INSURANCE. During the Initial Term and any Extended Term, Lessor shall maintain fire and extended coverage insurance for the full insurable value of the Property.

21. 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.

22. RADON GAS NOTIFICATION. Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may represent health risks to persons who are exposed to it over time. Levels of radon gas that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County health unit.

IN WITNESS WHEREOF, the undersigned have set their hands on the dates below written.

Executed by Lessor on August 4, 2014.

SLJM PROPERTIES, LLC, a Florida
Limited Liability Company

Witness Dany W. Law
Print Name Dany W. Law

Meri D. Asmar
By: Meri D. Asmar, Managing Member

Witness Sarah Hatfield
Print Name Sarah Hatfield

Executed by Lessee on _____, 2014.

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

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 August 4, 2014

EXHIBIT "A"
(Legal Description of Parent Parcel)

**DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.
PARCELS C & D & POND**

COMMENCE AT THE NORTHWEST CORNER OF SECTION 46, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA. THENCE GO NORTH 88 DEGREES 12 MINUTES 40 SECONDS EAST ALONG THE NORTH OF SAID SECTION 46 A DISTANCE OF 41.03 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF "W" STREET (80' ROW), THENCE GO SOUTH 18 DEGREES 52 MINUTES 11 SECONDS EAST ALONG THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF "W" STREET A DISTANCE OF 1025.00 FEET TO THE INTERSECTION OF THE EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF AIRPORT BLVD (100' ROW); THENCE CONTINUE SOUTH 18 DEGREES 52 MINUTES 10 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF "W" STREET A DISTANCE OF 584.18 FEET. THENCE GO SOUTH 67 DEGREES 28 MINUTES 00 SECONDS EAST A DISTANCE OF 28.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF VAN PELT LANE (RAW WIDTH VARIES IN WIDTH); THENCE GO NORTH 72 DEGREES 08 MINUTES 14 SECONDS EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF VAN PELT LANE A DISTANCE OF 145.88 FEET. THENCE GO SOUTH 17 DEGREES 54 MINUTES 46 SECONDS EAST A DISTANCE OF 0.50 FEET. THENCE GO NORTH 72 DEGREES 08 MINUTES 14 SECONDS EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF VAN PELT LANE A DISTANCE OF 37.35 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 72 DEGREES 08 MINUTES 14 SECONDS EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 200.00 FEET; THENCE GO NORTH 17 DEGREES 22 MINUTES 35 SECONDS WEST A DISTANCE OF 283.75 FEET; THENCE GO SOUTH 73 DEGREES 07 MINUTES 48 SECONDS WEST A DISTANCE OF 202.71 FEET; THENCE GO SOUTH 18 DEGREES 50 MINUTES 30 SECONDS EAST A DISTANCE OF 55.28 FEET; THENCE GO SOUTH 18 DEGREES 11 MINUTES 25 SECONDS EAST A DISTANCE OF 229.17 FEET TO THE POINT OF BEGINNING. SAID PARCEL LYING IN SECTION 46 TOWNSHIP 1 SOUTH RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

BOUNDARY SURVEY WITH IMPROVEMENTS
A PORTION OF SECTION 45, TOWNSHIP 1 SOUTH, RANGE
30 WEST, ESCAMBIA COUNTY, FLORIDA

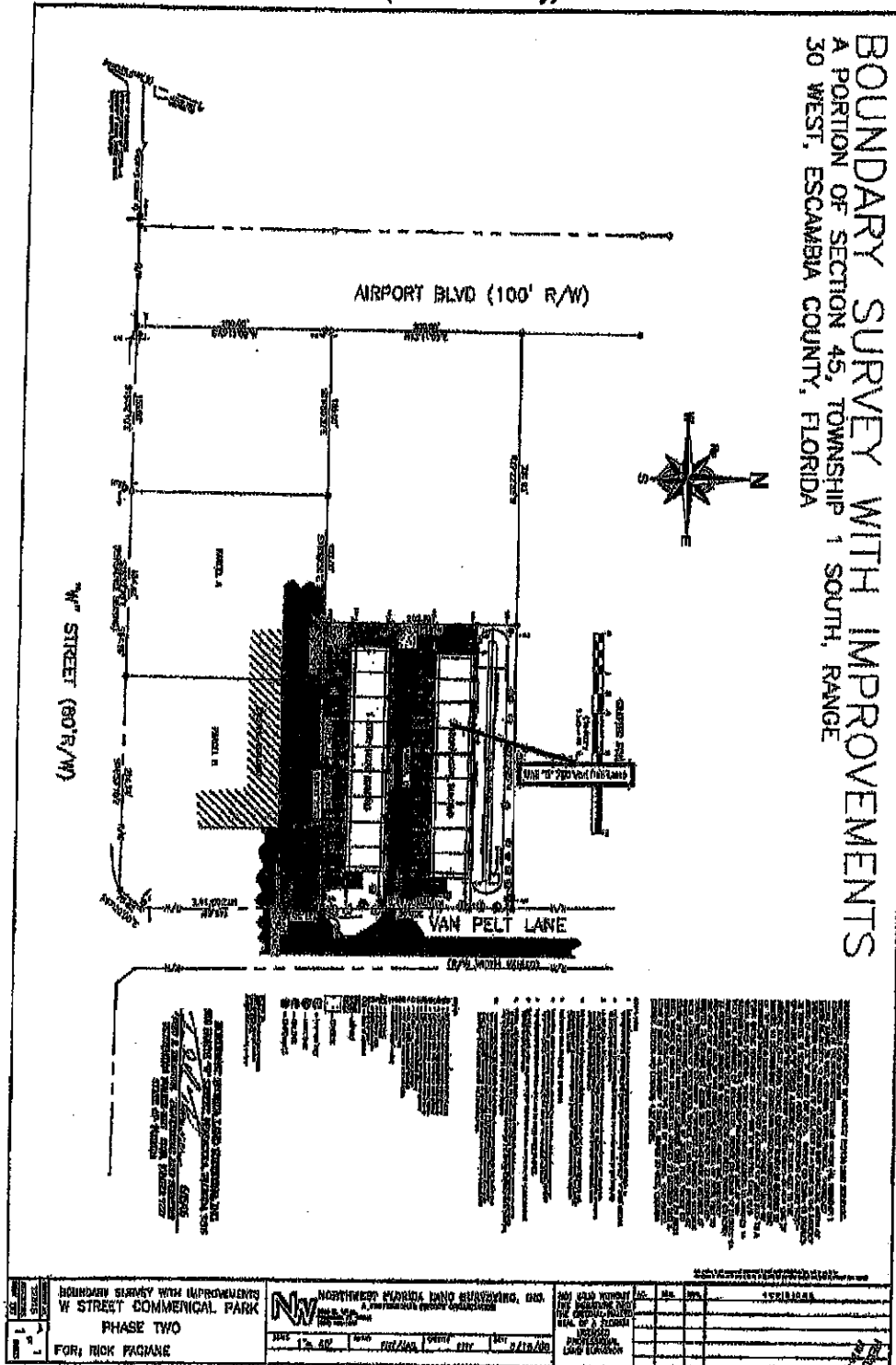
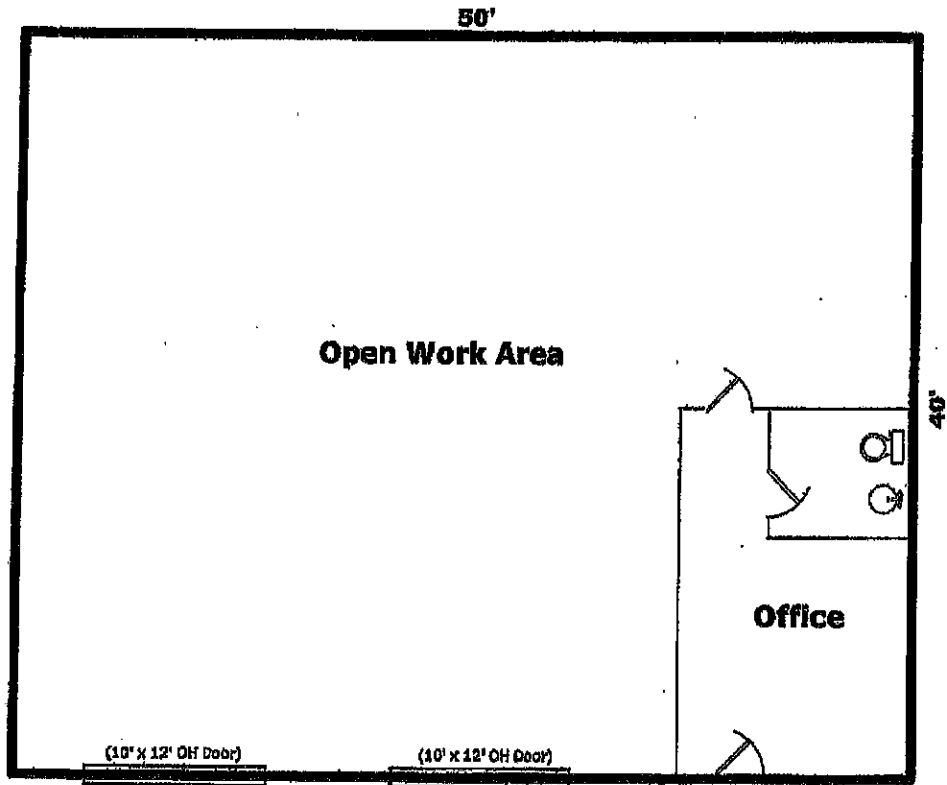


EXHIBIT "C"
(Floor Plan)



PUBLIC DISCLOSURE OF INTEREST

This Public Disclosure of Interest is made pursuant to Section 286.23, Florida Statutes (2013) under oath to Escambia County and its Board of County Commissioners and subject to the penalties prescribed for perjury.

I, Meri D. Asmar, as Managing Member of SLJM Properties, LLC, a Florida Limited Liability Company, do hereby attest and affirm:

1. That the address for SLJM Properties, LLC is 3 W. Garden Street, Suite 504, Pensacola, Florida 32502.

2. That the following entity or individuals have a beneficial interest in the real property described in Exhibits A, B and C:

A. Meri Asmar 3 W. Garden St. Ste 504 Pens. FL
(Name) (Address) 32502

Relationship/Interest: Member

B. Joel Asmar 3 W. Garden St. Ste 504 Pens, FL
(Name) (Address) 32502

Relationship/Interest: Member

C. _____
(Name) (Address)

Relationship/Interest: _____

3. That this disclosure has been made at least 10 days prior to the conveyance of any real property interest as described in Exhibit A, to Escambia County, Florida.

**SLJM PROPERTIES, LLC, a Florida
Limited Liability Company**

Witness Erin Shilling

Print Name Erin Shilling

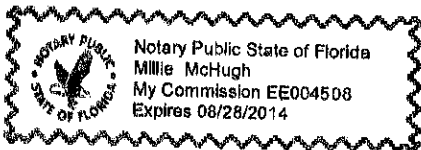
Witness Callie Purvis

Print Name Callie Purvis

Meri D. Asmar
By: Meri D. Asmar, Managing Member

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of June, 2014, by Meri D. Asmar, as Managing Member of SLJM Properties, LLC, a Florida Limited Liability Company on behalf of the company. He/She (☒) is personally known to me, or (☐) has produced current _____ as identification.



(Notary Seal)

Millie McHugh
Signature of Notary Public

Millie McHugh
Printed Name of Notary Public



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6642

County Administrator's Report 16. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Whole Life Insurance through Boston Mutual Life Insurance Company

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Boston Mutual Life Insurance Company - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning Whole Life Insurance Policies for County employees:

A. Approve the Agreement Relating to Voluntary Whole Life Insurance Coverage between Boston Mutual Life Insurance Company and Escambia County to provide employee-purchased whole life insurance; and

B. Authorize the County Administrator to sign the Agreement.

BACKGROUND:

Boston Mutual Life Insurance Company is sponsored by the Florida Association of Counties and will provide a Whole Life Insurance product that employees may purchase on a voluntary basis to be payroll deducted. They were approved as a voluntary vendor by the Board on February 6, 2014. Legal has reviewed the Contract and has deemed it sufficient for execution.

BUDGETARY IMPACT:

There is a no budgetary impact to the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Human Resources Department will coordinate with the BCC Departments to arrange space and time for the Boston Mutual Life Insurance Representative to be available for employees.

The Human Resources Department will advise payroll of the approval and obtain the documentation necessary to incorporate Boston Mutual Life Insurance Company as one of our voluntary vendors as a Whole Life Insurance provider.

Attachments

Boston Mutual Life Vendor Approval 020614

Boston Mutual Agreement Relating to Voluntary Whole Life Insurance Coverage

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-9. Approval of Various Consent Agenda Items – Continued

8. Taking the following action concerning appointments to the Board of Adjustment and the Santa Rosa Island Authority:
 - A. Confirming the appointment of Frederick J. Gant to the Escambia County Board of Adjustment to serve as Commissioner Lumon J. May's appointee, replacing Jerome Ellis Watson, who resigned; the term of the appointment will be effective February 6, 2014, and will run concurrently with Commissioner May's term of office (November 2016), or at his discretion; and
 - B. Confirming the appointment of Jerome Ellis Watson to the Santa Rosa Island Authority to serve as Commissioner Lumon J. May's appointee, replacing Frederick J. Gant, who resigned; the term of the appointment will be effective February 6, 2014, and will run concurrently with Commissioner May's term of office (November 2016), or at his discretion.
9. Approving Boston Mutual Life Insurance Company as a voluntary vendor to sell Whole Life Insurance Policies to our (*Board of County Commissioners*) employees.

II. BUDGET/FINANCE CONSENT AGENDA

1-17. Approval of Various Consent Agenda Items ▶

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried unanimously, approving Consent Agenda Items 1 through 17, as follows:

1. Adopting the Resolution (*R2014-11*) authorizing the write-off of \$996,798.91 in accounts receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

AGREEMENT RELATING TO VOLUNTARY WHOLE LIFE INSURANCE COVERAGE

THIS AGREEMENT is made this _____ day of _____, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Boston Mutual Life Insurance Company (hereinafter referred to as "Carrier"), a for profit corporation authorized to conduct business in the State of Florida, whose business address is 120 Royall Street, Canton, MA 02021.

WITNESSETH:

WHEREAS, the County has agreed to participate in an insurance program sponsored by the Florida Association of Counties whereby Boston Mutual Life Insurance Company may provide qualified County employees with voluntary whole life insurance coverage; and

WHEREAS, the County desires to enter into this agreement with the Carrier relating to employee premium payroll deductions as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Carrier and the County agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Payroll Deductions. The County agrees to honor payroll deduction requests from County employees for voluntary insurance products purchased from Boston Mutual Life Insurance Company and remit said amounts to Boston Mutual Life Insurance Company. Except as otherwise provided herein, County shall not be liable for employee premium payments.
3. Premium Statements. Carrier shall submit statements to the County on a monthly basis. Statements shall reflect the premium payments due for each employee. Deductions shall be forwarded to Carrier within thirty (30) days of receipt and approval of Carrier's statement. Carrier shall notify County of cancellation or termination of coverage for any employee participant.
4. Client Orientation. The County agrees that each employee should attend a scheduled group meeting or meet individually with an insurance representative during regular business hours at a mutually agreeable time and location.
5. Termination. Either party may terminate this Agreement prior to expiration of the term with or without cause upon 90 days written notice to the other party.

6. Indemnification. The Carrier 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 Carrier or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Carrier, or by any other person for whom the Carrier is legally liable. Carrier'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 Carrier or by any person, firm or corporation to whom any portion of the Work is subcontracted by Carrier, and Carrier 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 cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

Carrier agrees that such indemnification by the Carrier 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 Carrier'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.

7. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of regular mail or certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Boston Mutual Insurance Company
Attention: Worksite Administration
120 Royall Street
Canton, MA 02021

To: County
Attention: County Administrator
221 Palafox Place
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

9. Public Records. The Carrier acknowledges that this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Carrier fails to abide by the provisions of Chapter 119, Florida Statutes, the

County may, without prejudice to any other right or remedy and after giving seven days written notice, during which period the Carrier still fails to allow access to such documents, terminate the contract.

10. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Carrier acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

11. Compliance with Laws. Carrier agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

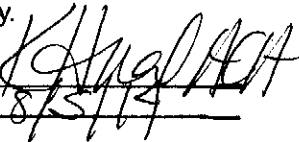
12. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal
sufficiency.

By/Title: _____

Date: _____



COUNTY:

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

By: _____
Jack R. Brown, County Administrator

Date: _____

Witness: _____

Witness: _____

**CARRIER: BOSTON MUTUAL LIFE
INSURANCE COMPANY**

By: _____

Date: _____

Corporate Secretary

(SEAL)



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6644

County Administrator's Report 16. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Flexible Benefits Plan Administrative Services (P.D. 12-13.029)

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Flexible Benefits Plan Administrative Services (P.D. 12-13.029)
- Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning Flexible Benefits Plan Administrative Services (PD 12-13.029):

- A. Approve Amendment Number 2013-01 which changes the eligibility requirement for employees to enroll in the health care reimbursement program to the first day of the Plan Year following the employee's date of hire and reduces the maximum amount they can elect to \$2,500 from \$2,600, according to federal law; and
- B. Approve Article II Carryover Election to the Flexible Spending Plan Document to reflect a carryover revision authorized by IRS and approved by the Board, to go into effect on October 1, 2014; and
- C. Authorize the County Administrator to sign Amendment Number 2013-01, Amendment Number 2014-01 (Amendment Number 2014-01 was approved on July 10, 2014), and Article II Carryover Election to the Flexible Spending Plan Document.

BACKGROUND:

On July 25, 2013, the Board approved a Contract be awarded to Lockard & Williams Insurance Services, P.A., to provide the County's Flexible Benefits Plan Administration (PD 12-13.029).

On July 10, 2014, the Board approved an amendment to the flexible benefits plan document that enables employees to have an option to rollover \$500 of unused money from Health Care Reimbursement each year under the new Federal law covering flexible benefits.

On July 10, 2014, the Board also approved a short Plan Year from October 1, 2014 to December 31, 2014 for the Flexible Benefits Plan and amended subsequent plan years to coincide with the calendar year. This simplifies the benefit structure and facilitates movement between plans as appropriate for employees.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed the Plan Document Amendments and deemed them legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Human Resources Department will coordinate with the Lockard and Williams Insurance Company to ensure the plan document is updated.

Attachments

Amendment Number 2013-01.

Carryover Election Article II

Amendment Number 2014-01

Flexible Benefits Plan Approved Changes 071014

AMENDMENT NUMBER 2013-01 TO
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
FLEXIBLE BENEFITS PLAN

BY THIS AGREEMENT, ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS FLEXIBLE BENEFITS PLAN (hereinafter referred to as the "Plan") is hereby amended as follows, effective as of October 1, 2013:

1. The PLAN DOCUMENT and SUMMARY PLAN DESCRIPTION is amended in the following areas:

“ELIGIBILITY TO PARTICIPATE”

- (a) Any Eligible Employee shall be eligible to participate hereunder once the employee is working on a regular basis a minimum of thirty hours per week. Participation in the Flexible Spending Accounts will begin on the first day of the Plan Year following the employee's date of hire.

“HEALTH FLEXIBLE SPENDING ACCOUNT ELECTION LIMIT”

- (a) The maximum amount any employee will be allowed to contribute into the Health Flexible Spending Account will be \$2500 per year. This will begin with the plan year starting on October 1, 2013 and going forward.

This Amendment has been executed this _____ day of _____, _____.

ESCAMBIA COUNTY BOARD OF
COMMISSIONERS

WITNESS

By: _____

Jack R. Brown
County Administrator

WITNESS

Approved as to form and legal
sufficiency.

By/Title: Kathleen Agst
Date: 9/22/14

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS FLEXIBLE BENEFITS PLAN

2013 PLAN YEAR

ARTICLE I

PREAMBLE

- 1.1 **Adoption and effective date of amendment.** The Employer adopts this Amendment to the Escambia County Board of County Commissioners Flexible Benefits Plan ("Plan") to reflect changes to Internal Revenue Code (IRC) Section 125(i), as amended by the Internal Revenue Service (IRS) Notice 2013-71. The employer and Plan sponsor intends this Amendment as good faith compliance with the requirements of this Notice. This Amendment shall be effective on or after the date the Employer elects in Section 2.1 below.
- 1.2 **Election of Carryover.** To the extent that the Plan contains "grace period" language, said language for any "grace period" for the health flexible spending account (health FSA) will be voided for Plan years following the Plan year that carryover is adopted and such language shall be replaced with the "carryover" language outlined below.
- 1.3 **Supersession of inconsistent provisions.** This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment..

ARTICLE II

CARRYOVER ELECTION

- 2.1 **Effective Date.** This Amendment is entered into as of the date outlined below and shall be effective for the 2013 Plan year and beyond.
- 2.2 **Carryover Amount.** The Plan shall provide for a carryover of \$500 of any amount remaining unused in a health FSA as of the end of the Plan year. Such carryover amount may be used to pay or reimburse medical expenses under the health FSA incurred during the entire Plan year to which it is carried over.
- 2.3 **Participant Opt Out.** Notwithstanding the foregoing, any Plan participant shall have the right to opt out of the carryover if such participant has already enrolled in a health care savings account for the following Plan year.

This Amendment has been executed this ____ day of _____, _____.

Name of Employer:

Escambia County Board of County Commissioners

By: _____

Jack R. Brown, County Administrator

Approved as to form and legal
sufficiency.

By/Title: _____

Date: 5/28/14

Witness: _____

Witness: _____

AMENDMENT NUMBER 2014-01 TO
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
FLEXIBLE BENEFITS PLAN

BY THIS AGREEMENT, ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS FLEXIBLE BENEFITS PLAN (hereinafter referred to as the "Plan") is hereby amended as follows, effective as of October 1, 2014:

1. The PLAN DOCUMENT and SUMMARY PLAN DESCRIPTION is amended in the following areas:

"PLAN YEAR"

- (a) The Plan Year which will begin on October 1, 2014 will be considered a "Short" Plan Year and will end on December 31, 2014. The Plan Year which will begin on January 1, 2015 will be considered a full twelve month Plan Year and will end on December 31, 2015. Future Plan years will run on a January 1 to December 31 time frame.

This Amendment has been executed this _____ day of _____, _____.

Approved as to form and legal
sufficiency.

By/Title: _____

Date: _____

[Signature]
8/1/14

Escambia County Board of County Commissioners

By _____
Jack R. Brown, County Administrator

Witness: _____

Witness: _____

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-19. Approval of Various Consent Agenda Items ►

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried 3-0, with Commissioner Robertson and Commissioner Valentino having left the meeting, approving Consent Agenda Items 1 through 19, as follows, as amended to drop Items 1 and 4; strike Account Numbers 090236618 and 090237250 regarding Bristol Creek-Waste Land and Devine Farm Road, respectively, in Item 7; and add Cost Center 330493 (Category D) to Fund 112 in Item 14:

1. Dropping the recommendation that the Board approve a three-month extension of the Contract with Blue Cross Blue Shield of Florida for the County's Group Medical Insurance (PD 08-09.042, Group Medical, Life, and Disability Insurance), to December 31, 2014, without a premium increase (Funding Source: Fund 501, Internal Service Fund, Cost Center 140609 [Medical] 150110).
2. Taking the following action concerning the renewal of the Humana Specialty Benefits Vision Care Contract:
 - A. Approving a 27-month extension with Humana Specialty Benefits Vision Care, at reduced rates, until December 31, 2016; and
 - B. Authorizing the County Administrator to sign the Humana Specialty Benefits Annual Renewal Information Letter.
3. Taking the following action concerning the Flexible Benefits Plan Administrative Services (PD 12-13.029) (Funding Source: Fund 501, Internal Service Fund, Cost Center 150107, Object Code 53101):
 - A. Approving an amendment to the Plan Document that enables employees to have an option to rollover \$500 of unused money from health care reimbursement each year under the new Federal law covering flexible benefits;
 - B. Approving a short Plan Year from October 1, 2014, to December 31, 2014; and
 - C. Amending subsequent plan years to coincide with the calendar year.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6645

County Administrator's Report 16. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Group Medical Insurance

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Group Medical Insurance - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board authorize the County Administrator to sign the BlueCross BlueShield of Florida, Inc., Annual Accounting and Retention Agreement (Pro-Share Agreement which is part of the County's Group Medical Insurance), which was approved by the Board on July 24, 2014, County Administrator's Report II-16B. (The Agreement was not available for signature at the time the renewal was approved.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501]

BACKGROUND:

Presently, we are in a three year Pro-Share Agreement (approved by the Board on June 10, 2013) that expires September 20, 2015. On July 24, 2014, the Board approved an extension of our present health care contract and Pro-Share Agreement to December 31, 2015.

In the new agreement, Florida Blue provides the Board the capability of going out to bid at any time after execution of this agreement and not risk forfeiture of any currently accrued or future accrued refund of premium through the end of the contract period on December 31, 2015. Florida Blue further has agreed to retain the 75% pro-share arrangement if the County selects Florida Blue as the provider and wished to continue with the Pro-Share arrangement. This contract extension does not place any further requirements on the County than those that already existed.

BUDGETARY IMPACT:

There will be no budgetary impact in making the change to the Contract.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed the BlueCross BlueShield of Florida, Inc. Accounting and Retention Agreement and deemed it legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The BlueCross BlueShield of Florida, Inc. Accounting & Retention Agreement will be the instrument to implement the change to the Agreement. The Human Resources Department will notify Florida Blue and the Clerk of Courts of the changes.

Attachments

ProShare Contract Renewal 061013

Florida Blue Health Ins and ProShare Agreement Extension Approval 072414

BlueCross BlueShield Annual Accounting and Retention Agreement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA -- Continued

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

23. Taking the following action concerning the *Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida* (the funds are made available through the Office of the State Courts Administrator for the period beginning July 1, 2013, and terminating June 30, 2014; there is no cost to the County):
 - A. Approving the *Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida*; this Agreement is being submitted for approval as a continuation of the Drug Court Expansion Program, which was initially approved by the Board of County Commissioners on November 4, 2010, and was executed by the Office of the State Courts Administrator on November 23, 2010; this Agreement will become effective July 1, 2013, and will terminate June 30, 2014; during this period, funding for the program is not to exceed \$365,000; and
 - B. Authorizing the Chairman, as the County's representative, to sign the Agreement, amendments, and/or other related documents as may be required.
24. Taking the following action regarding the County's Group Medical Insurance (Funding: the increase is 4% or approximately \$583,000; funds are available in Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54501):
 - A. Approving the renewal of a three-year Pro-Share Contract from October 1, 2012, through September 30, 2015, with Blue Cross and Blue Shield of Florida, Inc.;
 - B. Approving a renewal of the health insurance coverage in the form of plans Blue Option 1352, Blue Option 1552, and Health Savings Account with Blue Cross and Blue Shield of Florida, Inc., at a 4% increase in premiums, for the period October 1, 2013, through September 30, 2014;

(Continued on Page 40)

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Recommendation: That the Board take the following action concerning the County's Group Medical Insurance (PD 08-09.042, Group Medical, Life, and Disability Insurance) (Funding Source: Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501):
- A. Approve a three-month extension of the present contract to December 31, 2014, without a premium increase, and authorize a contribution of \$150 into the HSA (Health Savings Account) of each employee who elects the HSA coverage for the period of October 1, 2014, through December 31, 2014;
 - B. Accept the third-year renewal with Florida Blue, for the last year of a three-year Pro Share Agreement, from January 1, 2015, to December 31, 2015, to provide health insurance coverage in the form of plans Blue Option 1352, Blue Option 1552, Health Saving Accounts (HSA), and Blue Medicare and Group Rx for retirees who are Medicare-eligible;
 - C. Approve the employee and retiree health insurance premiums; the provided Attachment "1" shows premiums reflecting a \$20 discount for employees who do not use tobacco; the provided Attachment "2" shows the health insurance premiums for the County's retirees; retirees will be responsible for paying their full premium, whether they are Medicare-eligible or not;
 - D. Authorize staff to deposit \$600 into the HSA account of each employee who elects the HSA Plan; this will assist the employee in paying the higher deductible (\$2,100 or \$4,200); the deposit will be reviewed each year at renewal time; along with monthly administrative fees of \$2.50 per member, a one-time start-up fee of \$22 for each new employee who enrolls; the cost is included in the total cost estimate;
 - E. Approve a three-year wellness incentive of \$150,000 from Florida Blue, with the understanding that if the Board cancels coverage before 2017, the County would forfeit and return \$100,000, or if the County cancels coverage before 2018 the County will forfeit and return \$50,000; and

(Continued on Page 23)

BlueCross BlueShield Of Florida, Inc.

Annual Accounting & Retention Agreement

This is an agreement (hereinafter "Agreement") between BlueCross BlueShield of Florida, Inc. (hereinafter referred to as "BCBSF"), located at 4800 Deerwood Campus Parkway, Jacksonville, Florida 32246 and Escambia County Board of County Commissioners (hereinafter "the Group") located at 221 Palafox Place, Suite 200, Pensacola, FL 32502.

WHEREAS, the Group requests BCBSF to provide a Point Of Service Program, (hereinafter "the Program") to its employees/members (herein "Group Member(s)"), and

WHEREAS, Blue Cross and Blue Shield of Florida, Inc., has agreed to provide the insurance part of the Program, and

WHEREAS, each of the parties to this Agreement seeks to set forth, in writing, the terms and conditions of their Agreement,

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

I. TERM

The term of this Agreement shall begin on October 1, 2012, (the Effective Date) and shall end on December 31, 2015, (the Termination Date), unless otherwise terminated or renewed in accordance with the provisions of this Agreement.

The second term of this Agreement shall begin on January 1, 2016, (the Effective Date) and shall end on December 31, 2017, (the Termination Date), unless otherwise terminated or renewed in accordance with the provisions of this Agreement.

II. BENEFIT PLAN

BCBSF agrees to administer the Group's health benefit plans (hereinafter referred to as the "Benefit Contracts"), which are hereby incorporated by reference into this Agreement.

III. PREMIUM PAYMENTS

The premium rates, prepayment fees and supplemental charges for the Program are payable in advance to BCBSF at the address set forth above. The premium rates will be set forth in Exhibit A once the premium rates are agreed upon by the parties.

IV. ACCOUNTING FOR OCTOBER 1, 2012 THROUGH DECEMBER 31, 2015

- A) Within one hundred twenty days of the end of term one of this Agreement, BCBSF shall prepare and furnish to the Group an accounting of such term's operations.
- B) This accounting shall include operations under all coverages of the Program and shall set forth the following
 - a. Earned Premium
 - b. Incurred Claims (less claims in excess of the \$255,000 pooling level through 12/31/2014 and \$265,000 for 1/1/2015 through 12/31/2015),
 - c. Pooled Claim Charge
 - d. Administrative Charges as set forth on Exhibit A.
- C) If Earned Premium is greater than the sum of Incurred Claims (less claims in excess of the \$255,000 pooling level through 12/31/2014 and \$265,000 for 1/1/2015 through 12/31/2015), Pooled Claim Charge and Administrative Charge, 75% of this excess will be returned to the Group. Each rating period will be determined independently and the sum of each period results determined.

However, if the group cancels prior to December 31, 2015, any such excess will not be available for return to the Group.

- D) If Earned Premium is less than the sum of Incurred Claims (less claims in excess of the \$255,000 pooling level through 12/31/2014 and \$265,000 for 1/1/2015 through 12/31/2015), Pooled Claim Charge and Administrative Charge, the deficit will be retained by BCBSF.
- E) If the Group cancels prior to the 120 days after the termination date of this agreement, no excess premium will be returned to the Group.

V. ACCOUNTING FOR JANUARY 1, 2016 THROUGH DECEMBER 31, 2017

- A) Within one hundred twenty days of the end of the second term of this Agreement, BCBSF shall prepare and furnish to the Group an accounting of such term's operations.
- B) This accounting shall include operations under all coverages of the Program and shall set forth the following
 - a. Earned Premium
 - b. Incurred Claims (less claims in excess of the pooling level),
 - c. Pooled Claim Charge
 - d. Administrative Charges as set forth on Exhibit A.
- C) If Earned Premium is greater than the sum of Incurred Claims (less claims in excess of the pooling level), Pooled Claim Charge and Administrative Charge, 75% of this excess will be returned to the Group. Each rating period will be determined independently and the sum of each period results determined.

However, if the group cancels prior to December 31, 2017, any such excess will not be available for return to the Group.

- D) If Earned Premium is less than the sum of Incurred Claims (less claims in excess of the pooling level), Pooled Claim Charge and Administrative Charge, the deficit will be retained by BCBSF.
- E) If the Group cancels prior to the 120 days after the termination date of this agreement, no excess premium will be returned to the Group.

VI. TERMINATION

Either party may terminate this Agreement at any anniversary of the effective date, by giving the other party at least forty-five days prior written notice of such termination.

VII. MODIFICATION OF RATES

Rates for the first twelve months of this Agreement will remain in effect, as will be set forth in Exhibit A, provided there is no material change to the Benefit Contracts, the enrollment, or any other risk factor, as determined by BCBSF.

Thereafter, all rates set forth in Exhibit A of this Agreement are subject to change by BCBSF at any time following at least forty-five days prior written notice to the Group.

The renewal rates for the period October 1, 2013 through December 31, 2014; January 1, 2015 through December 31, 2015; January 1, 2016 to December 31, 2016 and January 1, 2017 through December 31, 2017, will be set forth and presented to the Group on a

revised Exhibit A. All other provisions of this Agreement shall remain in effect without modification.

VIII. LATE PAYMENT/CHARGE

In the event the Group fails to make any payment due under this Agreement, in full, prior to the applicable due date, such payment may be made to BCBSF up to ten days after such due date without a late payment charge. Payments received by BCBSF eleven to thirty-one days after such due date are subject to a late payment charge. The Group shall pay any late payment charge to BCBSF immediately upon receipt of the notice of such charge.

In the event any charge under this Agreement is not paid, in full, by the Group to BCBSF within thirty-one days after the applicable due date, this Agreement will automatically terminate as of the applicable due date. In the event this Agreement terminates retrospectively for any reason, the Group shall be liable, in addition to all other liabilities set forth in this Agreement, for any claim(s) paid by BCBSF that were incurred after the termination date.

IX. INCONSISTENCIES

If the provisions of this Agreement are, in any way, inconsistent with the provisions of the Benefit Contract(s), then the provisions of this Agreement shall prevail, and the other provisions shall be deemed modified but only to the extent necessary to implement the intent of the parties expressed herein.

X. SURVIVAL

The rights and obligations of the parties, as set forth herein, shall survive the termination of this Agreement to the extent necessary to effectuate the intent of the parties as expressed herein.

XI. WAIVER OF BREACH

The failure by either party, at any time, to enforce or to require the strict adherence to any provision of this Agreement shall not be deemed to be a waiver of such provision or any other provision of this Agreement.

XII. GOVERNING LAW

This Agreement, and the rights of the parties hereunder, shall be construed according to the laws of the State of Florida.

XIII. SEVERABILITY

In the event any provision of this Agreement is deemed to be invalid or unenforceable, all other provisions shall remain in full force and effect.

This Agreement may be amended at any time upon mutual, written agreement of both parties, except that BCBSF may make changes necessary to comply with State and Federal laws upon sixty days notice to the Group.

XV. ENTIRE AGREEMENT

This Agreement, including its Exhibits, the application(s) for coverage, and the Benefit Contract(s) constitute the entire Agreement between the Group and BCBSF. Any prior agreements, promises, or representations, either oral or written, relating to the subject matter of this Agreement, and not expressly set forth in this Agreement, are of no force or effect.

XVI. NOTICES

Any notice, required or permitted under this Agreement, shall be deemed given if hand delivered or if mailed by United States mail, or an overnight mail service (e.g., Federal Express), postage prepaid, to the applicable address as set forth above or to such other address as a party may designate, in writing, to the other party. Such notice shall be deemed effective as of the date so deposited or delivered.

XVII. PROVIDER NETWORKS

BCBSF's Health Care Provider Networks are subject to change and may be modified at any time during the term of this Agreement without notice to or consent of the Group or any Group Member.

**BLUE CROSS AND BLUE SHIELD OF
FLORIDA, INC.**

**ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS**

James J. Condit

Jack R. Brown

Vice President and Chief
Underwriting Officer

Title

County Administrator

Date

Date

Witness: _____

Witness: _____

Approved as to form and legal
sufficiency.

By/Title: K. H. A. C. H.

Date: 8/5/14

Exhibit A
Accounting & Retention Agreement
Escambia County Board of County Commissioners
Group Number 97035
October 1, 2013 through December 31, 2014

A) Premium Rates

Blue Options 1552

Employee Only	\$595.89
Employee & Spouse	\$1,379.29
Employee & Child	\$1,343.96
Employee & Family	\$1,949.44
Spouse Only (*)	\$783.40
Child Only (*)	\$748.07
Spouse & Child (*)	\$1,353.55

Blue Options 1352

Employee Only	\$548.28
Employee & Spouse	\$1,270.57
Employee & Child	\$1,219.12
Employee & Family	\$1,754.15
Spouse Only (*)	\$722.29
Child Only (*)	\$670.84
Spouse & Child (*)	\$1,205.87

Blue Options 1168

Employee Only	\$443.10
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Blue Options 1169

Employee & Spouse	\$1,055.12
Employee & Child	\$949.74
Employee & Family	\$1,371.29
Spouse Only (*)	\$612.02
Child Only (*)	\$506.64
Spouse & Child (*)	\$928.19

B) Administrative Charge 15.50% of Earned Premium

C) Pooled Claim Charge 4.0% of Earned Premium
Pooling Level \$255,000 per Individual

(*) dependents of Blue Medicare Enrollees

Exhibit A
Accounting & Retention Agreement
Escambia County Board of County Commissioners
Group Number 97035
January 1, 2015 through December 31, 2015

A) Premium Rates

Blue Options 1552

Employee Only	\$619.71
Employee & Spouse	\$1,434.43
Employee & Child	\$1,397.69
Employee & Family	\$2,027.38
Spouse Only (*)	\$814.74
Child Only (*)	\$777.99
Spouse & Child (*)	\$1,407.69

Blue Options 1352

Employee Only	\$570.20
Employee & Spouse	\$1,321.37
Employee & Child	\$1,267.86
Employee & Family	\$1,824.28
Spouse Only (*)	\$751.18
Child Only (*)	\$697.67
Spouse & Child (*)	\$1,254.10

Blue Options 1168

Employee Only	\$460.81
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Blue Options 1169

Employee & Spouse	\$1,097.30
Employee & Child	\$987.71
Employee & Family	\$1,426.11
Spouse Only (*)	\$636.50
Child Only (*)	\$526.91
Spouse & Child (*)	\$965.32

B) Administrative Charge	15.58% of Earned Premium
C) Pooled Claim Charge	4.33% of Earned Premium
Pooling Level	\$265,000 per Individual

(*) dependents of Blue Medicare Enrollees



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6650

County Administrator's Report 16. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Termination of Administrative Leave for Certain Jail Employees

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Termination of Administrative Leave Authorized on June 3, 2014 - Thomas G. "Tom" Turner, Human Resources Director

That the Board approve terminating the use of administrative leave to make Jail employees whole, who were working at the Central Booking and Detention Facility April 30, 2014, the night of the explosion, effective with the pay period ending August 29, 2014, and approve that normal policy be followed thereafter.

BACKGROUND:

On June 3, 2014, the Board of County Commissioners authorized the use of Administrative Leave to augment pay to normal levels for certain jail employees who were working at the Central Booking Building on April 30, 2014, the night of the explosion. The employees have had these special benefits for four months. As the jail operations settle into a "new" normal it is appropriate that the normal County policies regarding the pay of injured employees also be resumed. Accordingly, staff recommends that the special Administrative Leave approved on June 3, 2014 cease with the end of the pay period ending August 29, 2014.

BUDGETARY IMPACT:

None

LEGAL CONSIDERATIONS/SIGN-OFF:

None

PERSONNEL:

None

POLICY/REQUIREMENT FOR BOARD ACTION:

None

IMPLEMENTATION/COORDINATION:

Payroll inputting and processing will implement the return to normal policy.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6523

County Administrator's Report 16. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Board Adoption of a Resolution of the Tax Increment for Funding each of the Community Redevelopment Agency Trust Funds

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Establishing the Tax Increment for Funding Each of the Neighborhood Redevelopment Agency Trust Funds - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution establishing the tax increment for funding each of the Neighborhood Redevelopment Agency Trust Funds at 50 percent, increased from the 34.3 percent increment established for Fiscal Year 2013/2014. The Board provided direction at the July 8-9, 2014, Budget Workshops increasing the TIF increment to 50% for Fiscal Year 2014/2015. This Resolution allows the Board to establish the funding levels within the Tax Increment Funding Districts (TIFD).

BACKGROUND:

This Resolution provides the Board the authority to make a change in the funding associated with the TIFD's within the CRA. For Fiscal Year 2014/2015 is being increased from 34.3 % to 50% per the Boards direction at the July 8-9, 2014 Budget Workshops. Increased funding levels will allow the Community Redevelopment Agency (CRA) the ability to do more projects with the TIF Districts to expedite cleaner, safer, neighborhoods and increasing property values.

BUDGETARY IMPACT:

The CRA TIF funding level is being increased from 34.3% to 50% for FY14/15 and an estimated \$300k impact to the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Resolution has been reviewed and approved by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

2014 TIF Increment Resolution

RESOLUTION NUMBER R2014-_____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA ESTABLISHING THE TAX
INCREMENT FOR FUNDING FOR EACH NEIGHBORHOOD
REDEVELOPMENT TRUST FUND; PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, Escambia County has the authority to establish or maintain the tax increment method of financing pursuant to its home rule powers as set forth in § 125.01, et. seq., Florida Statutes, and as upheld by the Florida Supreme Court in *Strand v. Escambia County*, 992 So.2d 150 (Fla. 2008); and

WHEREAS, Chapter 46, Article VI, Sections 46-284 "Palafox Redevelopment Trust Fund", 46-285 "Englewood Redevelopment Trust Fund", 46-287 "Warrington Redevelopment Trust Fund", 46-288 "Brownsville Neighborhood Redevelopment Trust Fund", 46-289 "Barrancas Redevelopment Trust Fund", and 46-290 "Cantonment Redevelopment Trust Fund" of the Escambia County Code of Ordinances, as amended, provide that the establishment of tax increment funding for each neighborhood redevelopment trust fund shall be adopted by resolution; and

WHEREAS, the Board of County Commissioners hereby finds that the adoption of this resolution establishing the tax increment funding for each neighborhood redevelopment trust fund is in the best interest of the health, safety and welfare of the citizens of Escambia County.

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

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

Section 2. That the tax increment funding for each neighborhood redevelopment trust fund established in Chapter 46, Article VI of the Escambia County Code of Ordinances shall be in an amount equal to fifty percent (50%) of the difference between the following:

- A. The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the Redevelopment Area; and
- B. The amount of ad valorem taxes, which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the Redevelopment Area as shown upon the most

recent assessment role used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.

Section 3. That this Resolution adopting the tax increment funding for each neighborhood redevelopment trust fund provided herein shall become effective on the 1st day of October, 2014, and shall remain in effect until adoption of a subsequent resolution.

ADOPTED this ____ day of _____, 2014.

Approved as to form and legal
sufficiency

By/Title: _____

Date: _____

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)



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6531

County Administrator's Report 16. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Memorandum of Agreements for the Temporary Housing of Inmates

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Memorandum of Agreements for the Temporary Housing of Inmates - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning three Memorandum of Agreements (MOA) for the Escambia County Corrections Department:

A. Approve the following three MOAs for the purposes of establishing the terms whereby inmates of Escambia County may be temporarily housed and whereby Escambia County may temporarily house inmates from other counties:

1. The MOA between Escambia County and the Walton County Sheriff's Office for the Temporary Housing of Inmates, effective May 1, 2014, until terminated as provided in the Agreement;
2. The MOA between Escambia County, Florida, and the Sheriff of Santa Rosa County, Florida, effective April 30, 2014, to April 29, 2015, with options to renew; and
3. The MOA between Escambia County and Okaloosa County for the Temporary Housing of Inmates, effective May 1, 2014, until terminated as provided in the Agreement; and

B. Authorize the Chairman to sign the three MOAs.

[Funding: Fund 501, Internal Services Fund, Cost Center 140836]

BACKGROUND:

On April 29, 2014, Escambia County experienced an unprecedented and unanticipated rainfall event, which flooded portions of Escambia County Jail and the Central Booking and Detention Center (CBDC), and on April 30, 2014, an explosion occurred in the CBDC resulting in the evacuation and relocation of all inmates housed in that facility. These Agreements will set forth the terms whereby Escambia County may temporarily house inmates at the Walton County Jail in Walton County and the Santa Rosa County Jail in Santa Rosa County.

Walton County will provide security staffing as required to supervise all Escambia County

inmates and will provide food, laundry, sanitation, and basic health services to Escambia County inmates at a per diem rate of \$46.90, per inmate.

Escambia County is responsible for the provision and cost of medical care and treatment, transportation, and staffing supervision and control for inmates housed at the Santa Rosa County Jail. Santa Rosa County will provide food, laundry, sanitation, and basic health services to Escambia County inmates at a per diem rate of \$58.

BUDGETARY IMPACT:

Fund 501, Internal Services Fund, Cost Center 140836.

Escambia County anticipates insurance revenues from these events to help cover the costs associated.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Memorandum of Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Walton County MOA

Santa Rosa MOA

Okaloosa County MOA

**MEMORANDUM OF AGREEMENT BETWEEN ESCAMBIA COUNTY
AND THE WALTON COUNTY SHERIFF'S OFFICE FOR THE
TEMPORARY HOUSING OF INMATES**

This Memorandum of Agreement is made and entered into this ____ day of _____, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, acting through its Board of County Commissioners, with an administrative address of 221 Palafox Place, Pensacola, Florida 32502, and the Walton County Sheriff's Office, with an administrative address of 752 Triple G Road, Defuniak Springs, Florida 32433.

WITNESSETH:

WHEREAS, On April 29, 2014, Escambia County, Florida, experienced an unprecedented and unanticipated rainfall event, which flooded portions of the Escambia County Jail and the Central Booking and Detention Center (CBD), and on April 30, 2014, an explosion occurred in the CBD resulting in the evacuation and relocation of all inmates housed in the facility; and

WHEREAS, the parties hereto desire to enter into this agreement setting forth the terms whereby Escambia County may temporarily house inmates at the Walton County Jail in Walton County; and

WHEREAS, it is in the best interest of the public that Escambia County and WCSO enter into this agreement for the purpose of establishing the terms whereby inmates of Escambia County may be temporarily housed at the Walton County Jail.

NOW THEREFORE, for an in consideration of the mutual covenants contained herein and the mutual benefits and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

Section 1. Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Term and Termination.

This Agreement shall commence on May 1, 2014, and remain in full force and effect until terminated as provided herein. This Agreement may be terminated by either party upon providing thirty (30) days written notice to the non-terminating party.

Section 3. Responsibilities of the Parties.

1. WCSO shall provide temporary housing for Escambia County inmates at the Walton County Jail located at 752 Triple G Road, Defuniak Springs, Florida (hereinafter referred to as the "Facility") as specifically provided herein.

2. WCSO shall be responsible for the provision of perimeter security at the Facility at all times.
3. WCSO shall provide security staffing as required to supervise all Escambia County inmates housed at the Facility.
4. Escambia County shall be responsible for transporting all Escambia County inmates housed at the Facility.
5. WCSO shall provide food service (3 meals a day), laundry service, sanitation, basic health services for non-emergency illnesses or injuries, regularly stocked bulk medical items, and basic hygiene items to Escambia County inmates at a per diem rate of \$46.90 per inmate. This daily rate includes the specific items described hereinabove and any and all administrative costs directly related to the housing of inmates pursuant to this agreement.
6. Escambia County shall reimburse WCSO for the provision of food service (3 meals a day), laundry service, sanitation, basic health services for non-emergency illnesses or injuries, regularly stocked bulk medical items, and basic hygiene items for Escambia County inmates at a per diem rate of \$46.90 per inmate. This daily rate includes the specific items described hereinabove and any and all administrative costs directly related to the housing of inmates pursuant to this agreement.
7. Additional medical care and all prescription medications shall be billed to Escambia County by the relevant provider(s) on a fee for services basis.
8. WCSO shall submit invoices to Escambia County on a monthly basis. Invoices shall reflect the total per diem rate due and owing per inmate with appropriate supporting documentation.

Section 4. Miscellaneous Provisions.

Liability. Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law.

Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. 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.

Assignment. The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

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.

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.

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 statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

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.

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.

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.

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:

Escambia County:
County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

Walton County Sheriff's Office:
County Sheriff
Walton County
752 Triple G Road
Defuniak Springs, Florida 32433

Prior Agreements Superseded.

This documents 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.

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.

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.

IN WITNESS WHEREOF, the duly authorized representatives of the parties set their hands and seals this day and year first written above.

Approved as to form and legal
sufficiency.

By/Title:

Date:

Shirley A. Childers
7/14/14

Escambia County, Florida, Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Lumon J. May, Chairman

By: _____
Deputy Clerk
(Seal)

Date: _____

BCC Approved: _____

Walton County Sheriff's Office

By: Major Brian Schuff for
Michael A. Adkinson, Jr., Sheriff

Date: 7/9/14

Sheriff
Adkinson

[Signature]
Witness
R. A. Barker
Witness

**MEMORANDUM OF AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA
AND THE SHERIFF OF SANTA ROSA COUNTY, FLORIDA**

This Memorandum of Agreement (Agreement) is entered into by Escambia County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (Escambia County), and the Sheriff of Santa Rosa County whereby both parties agree as follows:

1. **AUTHORITY.** The parties establish this agreement which allows for the housing feeding and safekeeping of female inmates from the Escambia County Jail and the Central Booking and Detention Center. The population affected by this Agreement, hereafter referred to as "Escambia County inmates" will be females awaiting trial and females who have been sentenced and are awaiting designation and transport to another facility.
2. **PURPOSE.** The Santa Rosa County Detention Center ("Jail") shall accept and provide for the secure custody, housing, subsistence and care of Escambia County inmates in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the facility.
3. **DURATION.** This agreement is effective beginning April 30, 2014, and shall continue in effect for a period of twelve (12) months. This agreement shall be renewable by Amendment for a period of no more than one year per amendment, for a total of two amendments. This Agreement may be terminated by either party upon providing thirty (30) days written notice to the non-terminating party.
4. **TRANSFER OF INMATES.** The Sheriff agrees that Escambia County inmates may not be transferred to another detention facility other than Escambia County without the prior express written consent of Escambia County.
5. **MEDICAL SERVICES.** Escambia County shall be responsible for the provision and cost of medical care and treatment for Escambia County inmates. Pregnant inmates or inmates requiring special or excessive medical treatment will be promptly transported by the Sheriff to Escambia County in accordance with Paragraph 9.
6. **RIGHT OF REFUSAL.** The Sheriff retains the right of refusal of inmates needing special or excessive medical treatment. Santa Rosa County inmates will be given first priority for housing in the Jail infirmary. Escambia County inmates requiring special or excessive medical treatment shall be transported by the Sheriff to Escambia County in accordance with Paragraph 9.

7. **INFECTION CONTROL.** The Sheriff agrees that the Jail has an adequate infectious disease control program in place which includes medical intake and testing for tuberculosis (TB) as soon as possible after intake, not to exceed 4 days.
8. **RECEIVING.** The Sheriff agrees to accept Escambia County inmates from Escambia County only upon proper presentation by a corrections officer with proper credentials. Once admitted, the Sheriff shall be responsible for the supervision and control of Escambia County inmates until such time that the custody of the inmate is returned to Escambia County.
9. **TRANSPORTATION SERVICES.** Escambia County will be responsible for transporting Escambia County inmates for court actions and ATW-All the Way- inmates. Unless otherwise mutually agreed upon by the parties, Escambia County shall assume custody of Escambia County inmates at the Jail facility and provide inmate transport to and from the Jail for court related actions.

Escambia County will also be responsible for the transportation of Escambia County inmates requiring medical care and treatment by a third party provider as provided herein. The Armor Health Services Administrator will advise Classifications and the Classification Supervisor of any Escambia County inmate that requires transport for off-site medical, care and treatment by a third party provider. Unless otherwise mutually agreed upon by the parties, the Sheriff will transport the inmate to Escambia County, and Escambia County will assume custody of the inmate and provide transport to and from the relevant provider. Escambia County shall be responsible for the supervision and control of the inmate until such time that the custody of the inmate is returned to the Sheriff. Escambia County will be responsible for hospital security staffing should an inmate be admitted to the hospital in Santa Rosa or Escambia County.

10. **PRISON RAPE ELIMINATION ACT.** The Sheriff will post the Prison Rape Elimination Act brochure in each housing unit of the Jail facility. All Escambia County employees and Health Services personnel assigned to work at the Jail must complete PREA training and hereby agree to comply with the U.S. Department of Justice Prison Rape Elimination Act of 2003-Public law 108-79.
11. **PER-DIEM RATE.** The per-diem rate for services charged to Escambia County is the current Federal Housing per diem rate of \$58.00. Should a rate increase be allowed by the Department of Justice, then the new rate would apply. This rate shall not be subject to adjustment on the basis of the Jail's actual costs experience in providing services. The per-diem rate covers the support of one Escambia County inmate per day, to include food service (3 meals a day), laundry service, sanitation, basic health services for non-emergency illnesses or injuries, regularly stocked bulk medical items, and basic hygiene

items, which shall include the day of arrival but not the day of departure. This daily rate includes the specific items described hereinabove and any and all administrative costs directly related to the housing of inmates pursuant to this agreement. Additional medical care and all prescription medications shall be billed to Escambia County by the relevant provider(s) on a fee for services basis.

After 12 months, if a rate adjustment is desired, the requesting party shall submit a request to the other party, to Jail administrators, and to the Sheriff. All information pertaining to the services will be required before a new per-diem can be considered.

- 12. PAYMENT PROCEDURES.** The Sheriff shall submit invoices to Escambia County on a monthly basis. Invoices shall reflect the total per diem rate due and owing per inmate with appropriate supporting documentation. Escambia County will make payments to the Jail on a monthly basis after receipt of an appropriate invoice.

Invoice should be sent to:
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, Florida 32502

Escambia County shall provide remittance to:
Santa Rosa County Sheriff's Office
ATTN: Fiscal
P. O. Box 7129
Milton, Florida 32572

- 13. MODIFICATIONS.** 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.
- 14. LITIGATION.** Either party which is the subject of litigation due to the terms of this agreement, shall notify the other party, in writing of the litigation, and provide copies of any pleadings filed in said litigation within 5 (five) working days of receipt or filing.
- 15. ENTIRE AGREEMENT.** This Agreement contains a complete expression of the agreement between the parties and there are no promises, representations or inducements made except such as are contained herein.
- 16. LIABILITY.** Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law.

17. **RECORDS.** The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. 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.

18. **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.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners

ATTEST: Pam Childers
Clerk of the Court

By: _____
Lumon J. May, Chairman

By: _____
Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title: K. H. ACA
Date: 7/2/14

(SEAL)

SHERIFF OF SANTA ROSA COUNTY

By: O. Wendell Hall
O. Wendell Hall, Sheriff

Date: 7/1/2014

**MEMORANDUM OF AGREEMENT BETWEEN ESCAMBIA COUNTY
AND OKALOOSA COUNTY FOR THE TEMPORARY HOUSING OF
INMATES**

This Memorandum of Agreement is made and entered into this 1st day of May, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, acting through its Board of County Commissioners, with an administrative address of 221 Palafox Place, Pensacola, Florida 32502, and Okaloosa County, a political subdivision of the State of Florida, acting through its Board of County Commissioners, with an administrative address of 1804 Lewis Turner Boulevard, Fort Walton Beach, Florida 32547.

WITNESSETH:

WHEREAS, On April 29, 2014, Escambia County, Florida, experienced an unprecedented and unanticipated rainfall event, which flooded portions of the Escambia County Jail and the Central Booking and Detention Center (CBD), and on April 30, 2014, an explosion occurred in the CBD resulting in the evacuation and relocation of all inmates housed in the facility; and

WHEREAS, the parties hereto desire to enter into this agreement setting forth the terms whereby Escambia County may temporarily house inmates at the Okaloosa County Jail in Okaloosa County, limited to the availability of space as determined by the Chief Correctional Officer.; and

WHEREAS, it is in the best interest of the public that Escambia County and Okaloosa County enter into this agreement for the purpose of establishing the terms whereby inmates of Escambia County may be temporarily housed at the Okaloosa County Jail.

NOW THEREFORE, for an in consideration of the mutual covenants contained herein and the mutual benefits and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

Section 1. Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Term and Termination.

This Agreement shall commence on May 1, 2014, and remain in full force and effect until terminated as provided herein. This Agreement may be terminated by either party upon providing thirty (30) days written notice to the non-terminating party.

Section 3. Responsibilities of the Parties.

1. Okaloosa County shall provide temporary housing for Escambia County inmates at the Okaloosa County Jail located at 1200 James Lee Boulevard, Crestview, Florida (hereinafter referred to as the "Facility") as specifically provided herein.

2. Okaloosa County shall be responsible for the provision of perimeter security at the Facility at all times.
3. Okaloosa County shall provide security staffing as required to supervise all Escambia County inmates housed at the Facility.
4. Escambia County shall be responsible for transporting all Escambia County inmates housed at the Facility.
5. Okaloosa County shall provide food service (3 meals a day), laundry service, sanitation, security, basic health services for non-emergency illnesses or injuries, regularly stocked bulk medical items, and basic hygiene items to Escambia County inmates at a per diem rate of \$49.00 per inmate. This daily rate includes the specific items described hereinabove and any and all administrative costs directly related to the housing of inmates pursuant to this agreement.
6. Escambia County shall reimburse Okaloosa County for the provision of food service (3 meals a day), laundry service, sanitation, security, basic health services for non-emergency illnesses or injuries, regularly stocked bulk medical items, and basic hygiene items for Escambia County inmates at a per diem rate of \$49.00 per inmate. This daily rate includes the specific items described hereinabove and any and all administrative costs directly related to the housing of inmates pursuant to this agreement.
7. Additional medical care and all prescription medications shall be billed to Escambia County by the relevant provider(s) on a fee for services basis.
8. Okaloosa County shall submit invoices to Escambia County on a monthly basis. Invoices shall reflect the total per diem rate due and owing per inmate with appropriate supporting documentation.

Section 4. Miscellaneous Provisions.

Liability. Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law.

Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. 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.

Assignment. The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

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.

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.

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 statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

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.

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.

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.

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:

Escambia County:
County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

Okaloosa County:
Chief Correctional Officer
Department of Corrections
1200 East James Lee Boulevard
Crestview, Florida 32539

Prior Agreements Superseded.

This documents 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.

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.

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.

IN WITNESS WHEREOF, the duly authorized representatives of the parties set their hands and seals this day and year first written above.

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 7/29/14

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk
(Seal)

**Escambia County, Florida, Board of County
Commissioners,** a political subdivision of the
State of Florida.

By: _____
Lumon J. May, Chairman

Date: _____

BCC Approved: _____

**Okaloosa County, Florida, Board of County
Commissioners,** a political subdivision of the
State of Florida.

By: [Signature] / [Signature]
Ernie Padgett, County Administrator

Date: 7/23/14 / 8/1/14

[Signature] Rick Owen
Witness
[Signature]
Witness Robert C. Sims Jr.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6528

County Administrator's Report 16. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: SBA#231 - Drug Court Expansion Grant

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #231 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #231, Other Grants and Projects Fund (110) in the amount of \$317,000, to recognize proceeds from the Office of the State Courts Administrator (OSCA), and to appropriate these funds for Fiscal Year 2014/2015 Drug Court Treatment Services in Escambia County.

BACKGROUND:

OSCA has awarded Escambia County the FY2014/15 allocation of drug court treatment grant funds. These grant funds are part of the upcoming State's Fiscal Year Budget.

BUDGETARY IMPACT:

This amendment will increase Fund 110 in the amount of \$317,000.

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#231

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2014-**_____

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, The Escambia County Courts was awarded its Fiscal Year 2014-15 funds for Drug Court Treatment Services by the Office of the State Courts Administrator (OSCA), and these funds must be recognized and appropriated accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

Other Grants and Projects Fund Name	110 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Drug Court Expansion Grant	110	331829	317,000
Total			\$317,000

Appropriations Title	Cost Center	Account Code/ Project Number	Amount
Other Contractual Services	110/410570	53401	291,875
Travel	110/410570	54001	555
Postage	110/410570	54201	416
Operating Supplies	110/410570	55201	17,179
Books/Pubs/Subs	110/410570	55401	850
Other Grants in Aids	110/410570	58301	6,125
Total			\$317,000

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Lumon J. May, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
231



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6542

County Administrator's Report 16. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: SBA #232 - Law Enforcement Trust Fund Revenues

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #232 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #232, Law Enforcement Trust Fund (121) in the amount of \$367,443, to recognize additional revenues from various law enforcement activities, and to appropriate these funds into the Sheriff's Law Enforcement Trust (LET) Budget for related law enforcement activities in Escambia County pursuant to F.S. 932.7055.

BACKGROUND:

The Sheriff has generated additional LET funds pursuant to F.S. 932.7055 that need to be appropriated for law enforcement activities for the remainder of the current fiscal year.

BUDGETARY IMPACT:

This amendment will increase Fund 121 in the amount of \$367,443.

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#232

**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 County Budget.

WHEREAS, The Escambia Sheriff's Department has received additional revenues from various law enforcement activities, and these funds must be recognized and appropriated into the Sheriff's LET 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:

Law Enforcement Trust Fund	121		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Law Enforcement Trust	121	359005	367,443
Total			367,443

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Promotional Activities	121/540103	54801	50,000
Operating Supplies	121/540103	55201	100,000
Aids to Private Organizations	121/540103	58201	217,443
Total			367,443

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Lumon J. May, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#232



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6552

County Administrator's Report 16. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: SBA #233 - Sheriff's Off-Duty Officer, Insurance, and Miscellaneous Reimbursements/Fees

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #233 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #233, General Fund (001) in the amount of \$112,438, to recognize the Sheriff's Department off-duty officer, insurance, and miscellaneous reimbursements/fees, and to appropriate these funds for Law Enforcement activities in Escambia County.

BACKGROUND:

The Sheriff's Department has received off-duty officer, insurance, and miscellaneous reimbursements/fees associated with providing law enforcement in Escambia County. SBA#233 appropriates these funds back into the Sheriff's FY13/14 Budget.

BUDGETARY IMPACT:

This amendment will increase Fund 001 by \$112,438.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increase and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#233



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6586

County Administrator's Report 16. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Supplemental Budget Amendment #239 - 2015 State Housing Initiatives Partnership Program (SHIP) Funds

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #239 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #239, State Housing Initiatives Partnership Program (SHIP) Fund (120) and the General Fund (001) in the amount of \$1,433,468, to recognize the 2015 SHIP Program allocation provided by the Florida Housing Finance Corporation (FHFC), and to appropriate these funds to support Grant-funded affordable housing activities in Escambia County and the City of Pensacola.

BACKGROUND:

On July 14, 2014, Florida Housing Finance Corporation (FHFC) Program provided notice of the impending distribution of State Housing Initiatives Partnership (SHIP) based upon actions of the Florida Legislature regarding allocation of 2015 SHIP funds. Such funds must be budgeted and expended for SHIP eligible affordable housing activities within limitations stipulated by the Legislature and FHFC. The \$1,397,139 should be budgeted and expended in conjunction with the 2015 SHIP Program funds. This supplemental also incorporates the transfer of indirect cost to the General Fund in the amount of \$36,329. SHIP is managed and implemented by the Neighborhood Enterprise Division of the Community and Environment Department in cooperation with the City of Pensacola and other involved agencies. The total amount of SBA#239 is \$1,433,468.

BUDGETARY IMPACT:

This amendment will increase Fund 120 by \$1,397,139 and Fund 001 by \$36,329.

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# 239

**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 been awarded an allocation via Florida Housing Finance Corporation (FHFC) for the 2015 State Housing Initiatives Partnership Program (SHIP) and 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:

State Housing Initiatives Partnership Program (SHIP) 2015				120			
General Fund				1			
Fund Name				Fund Number			
Revenue Title				Fund Number	Account Code	Amount	
2015 SHIP Grant				120	335707 (new)	1,397,139	
Indirect Costs - Other (2015 SHIP)				001	369936	36,329	
Total						\$1,433,468	
Appropriations Title				Cost Center	Account Code/ Project Number	Amount	
Regular Salaries				120/220445 (new)	51201	22,077	
FICA				120/220445	52101	1,689	
Retirement				120/220445	52201	1,534	
Life and Health				120/220445	52301	4,050	
Workers Compensation				120/220445	52401	57	
Other Contractual Services				120/220445	53401	28,527	
Travel and Per Diem				120/220445	54001	1,400	
Postage and Freight				120/220445	54201	300	
Printing and Binding				120/220445	54701	300	
Promotional Activities				120/220445	54801	550	
Other Current Charges & Obligations				120/220445	54901	36,329	
Office Supplies				120/220445	55101	342	
Books, Pubs, Subs & Memberships				120/220445	55401	250	
Training & Registrations				120/220445	55501	395	
Other Grants & Aids				120/220445	58301	1,299,339	
Reserves for Operating				001/110201	59805	36,329	
Total						\$1,433,468	

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Lumon J. May, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
239



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6565

County Administrator's Report 16. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Supplemental Budget Amendment #243 - LAP Agreements for Construction of Paved Shoulders on County Road 196 and County Road 99

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #243 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #243, Local Option Sales Tax III Fund (352) in the amount of \$5,000,000, to recognize proceeds from two State of Florida Department of Transportation (FDOT) Local Agency Program Agreements (LAP), and to appropriate these funds for construction of paved shoulders along County Road 196 and County Road 99.

BACKGROUND:

On July 24, 2014 the Board of County Commissioners approved two LAP agreements with the FDOT for construction of paved shoulders along County Road 196 and County Road 99. The County Road 196 agreement is for \$1,624,000 and the County Road 99 agreement is for \$3,376,000.

BUDGETARY IMPACT:

This amendment will increase Fund 352 by \$5,000,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#243

**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 County Budget.

WHEREAS, Escambia County will receive funds from the State of Florida Department of Transportation under two Local Agency Program Agreements for construction of Paved Shoulders on County Road 196 and County Road 99, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

Local Option Sales Tax III	352		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
LAP - CR 196 Paved Shoulders	352	3344xx (new)	1,624,000
LAP - CR 99 Paved Shoulders	352	3344xx (new)	3,376,000
Total			5,000,000

		Account Code/ Project Number	Amount
Appropriations Title	Fund Number/Cost Center		
Improvements Other than Buildings	352/210107	56301/14EN3075	1,624,000
Improvements Other than Buildings	352/210107	56301/14EN3085	3,376,000
Total			5,000,000

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.

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

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

Lumon J. May, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
#243



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6638

County Administrator's Report 16. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Supplemental Budget Amendment #248 - 2013 FTA 5339 FL34-0021

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #248 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #248, FTA Capital Projects Fund (320) in the amount of \$310,819, to recognize proceeds from the Florida Department of Transportation (FDOT) and the Federal Transit Administration (FTA), and to appropriate these funds to purchase a replacement paratransit vehicle and seventeen bus shelters.

BACKGROUND:

Escambia County Area Transit System (ECAT) was awarded 2013 FTA 5339 FL34-0021 grant funds, and these funds need to be recognized for the FTA Bus and Facilities Program to purchase one paratransit vehicle and seventeen bus shelters. This grant has a \$77,705 match which will be paid from Florida State toll revenue credits.

BUDGETARY IMPACT:

This amendment will increase Fund 320 by \$310,819. FDOT authorized the use of \$77,705 from Florida Toll Revenue Credits as the match.

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# 248

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2014-**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the ECAT was awarded grant funds from Florida Department of Transportation (FDOT) and the Federal Transit Administration (FTA), and these funds need to 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:

FTA Capital Project Fund	320		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
2013 FTA 5339 FL 34-0021	320	331470 (New)	310,819
Total			\$310,819

		Account Code/ Project Number	Amount
Appropriations Title	Fund Number/Cost Center		
Improvements other than Buildings	320/320423 (New)	56301	240,819
Machinery & Equipment	320/320423 (New)	56401	70,000
Total			\$310,819

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Lumon J. May, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
248



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6030

County Administrator's Report 16. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Re-Bid Radio Frequency Identification System and Automated Material Handling for West Florida Public Library PD 13-14.062

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Re-bid Radio Frequency Identification System and Automated Material for West Florida Public Library, PD 13-14.062 - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract PD 13-14.062, for Re-bid Radio Frequency Identification System and Automated Material for the West Florida Public Library, to Tech Logic Corporation, in the amount of \$455,365.43.

[Funding: Fund 352, Lost III, Cost Center 110267, Object Code 56801, Project #14PF2638 - \$31,528.94, Software; Fund 352, Lost III, Cost Center 110267, Object Code 56401, Project #14PF2638 - \$379,985.26, Hardware; Fund 352, Lost III, Cost Center 110267, Object Code 53401 Project #14PF2638 - \$43,851.23, Services]

BACKGROUND:

PD13-14.062 a re-bid of PD# 13-14.049. The previous bid received 4 responses. All of the four, were deemed unresponsive by the purchasing department. Two responses were disqualified for failing to submit bids according to the bid package, two responses did not meet functional requirements listed in the solicitation. After re-advertising, two bids were received. One bid met the specifications and functional requirements as detailed in the solicitation. The other bid was found insufficient for the reasons detailed in the attached spreadsheet.

Radio Frequency Identification (RFID) has been used in industry since the 1980's. In the past decade, RFID has been used to modernize the operations of many successful libraries. The benefits of RFID include better patron service through increased transaction speed and accuracy, better materials security due to automated activation/deactivation, better inventory control due to efficiencies of the technology, increased staff efficiency, and reductions in procedural errors. The project will include placing a coded RFID tag in every cataloged item owned by WFPL, installing security gates and self-check stations at all WFPL locations, and installing an automated check-in and sorting system at the Main Library. The hardware and software components of this system will interface with WFPL's ILS (Integrated Library System)

to conduct and record transactions.

BUDGETARY IMPACT:

[Funding: Fund 352, Lost III, Cost Center 110267, Object Code 56801, Project#14PF2638, \$31,528.94 Software,
Fund 352, Lost III, Cost Center 110267, Object Code 56401, Project#14PF2638, \$379,985.26 Hardware
Fund 352, Lost III, Cost Center 110267, Object Code 53401 Project # 14PF2638, \$43,851.23 Services]

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the Contract.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and section 46-64, Board approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Bid Tab

Bid Review

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Re-Bid Radio Frequency Identification System And Automated Material for West Florida Public Library ITB#: PD 13-14.062						
BID Opening Time: 3:00PM, CDT BID Opening Date: 7/08/14 Opening Location: Purchasing	Solicitation Offer & Award Cover Sheet	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u> , on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Bid Bond Or Check	Acknowledgement of Addendums	BID TOTAL	
NAME OF BIDDERS								
bibliotheca	Y	Y	Y	Y	Check	Y	*** \$285,595	
Tech-Logic	Y	Y	Y	Y	Bond	Y	\$455,365.43	
BID S OPENED BY:		Joe Pillitary, CPPO, CPPB, Purchasing Coordinator						

CAR
DATE 7/24/2014

BOCC
DATE 7/24/2014

That the Board Award a Contract to Tech Logic Corporation in the amount of \$455,365.43 for hardware, software and services implement RFID –based staff stations, patron self-check systems, material security system, and an Automated Materials Handling System. Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

*** bibliotheca's bid did not meet specifications

Posted 7/11/14 @ 8:30am


 JP/lk

Bid Review for solicitation 13-14.062 - RFID and AMH for WFPL		
RFID Functional Requirements	Tech Logic	Bibliotheca
Real-time interface with any major ILS	Yes	Yes
Staff workstation RFID hardware and software for check-in/check-out	Yes	Yes
Patron self-service RFID hardware and software for checking out of materials	Yes	Yes
Patron self-check machines should include bill payment (credit/debit card)	Bid includes touch screen monitors for self-check stations. The monitors include credit card swipe devices.	Bidder did not include patron bill payment in the total bid price. Potentially, a discrepancy of \$12,000+
Patron self-check should include media case un-lockers for OneTime type security cases	One media case unlocker included for each self-check station	Bidder only included one media case unlocker in total bid price, which is not sufficient to serve 8 self-check stations spread across 6 WFPL locations. Potentially, a \$20,000+ discrepancy.
Inventory with portable RFID device, with real-time link to WFPL's ILS	Connects to the ILS for real-time operation through use of a provided 10" tablet PC.	No, not connected "real-time" to the ILS; requires uploaded/downloaded lists.
Shelf-reading with portable RFID device, with real-time link to WFPL's ILS	Yes	Yes
Single and/or dual isle RFID security gates for each WFPL location, with inventory control features	Yes	Yes
RFID security gates should include built-in people counters	Yes	Yes
RFID security gates should connect to existing network infrastructure for collection of statistics and inventory control	Yes	Yes

AMH Functional Requirements	Tech Logic	Bibliotheca
Automated real-time check-in, with automated security bit activation, and sorting of materials at main library (Pensacola Public Library)	Yes	Yes
AMH system must use existing book drop or functional equivalent	Proposed solution is a functional equivalent of existing book drop; proposed solution does not require patrons to wait for a "traffic light" before inserting an additional item. Multiple items can be placed in the book drop at once.	Proposed book drop solution is not a functional equivalent of the existing book drop. Proposed system requires patrons to wait for a green "traffic light" before inserting each item.
9-bin sorting system hardware and software; 4 bins per side, and 1 bin on the end of the system	Yes	Yes
AMH must be capable of separation and sorting of stacked items received from book drop or staff induction area	Proposed system will accept stacked items into the bookdrop, and will separate the items before checking them in to ensure proper sorting of items.	Proposed system requires items to be placed one at a time with no designed or declared means of automated item separation prior to sorting.
AMH system must fit into the space limitations of the building, and must meet the workspace requirements of WFPL staff.	Yes	Yes
Quantities Requested	Tech Logic	Bibliotheca
Patron Self-checkout units, hardware and software: 8	Bid price includes hardware and software for the 8 self-check stations requested.	Bid price does not include patron bill payment and does not include a sufficient quantity of media case unlockers for all selfcheck stations or all WFPL locations
Staff RFID Hardware and software units: 22	Yes	Yes
Portable inventory system or device: 1	Yes	Yes
Single-aisle security gates with people counters, network interfaced: 4	Yes	Yes
Dual-aisle security gates with people counters, network interfaced: 4	Yes	Yes
RFID tags for books: 211,000	Yes	Yes
RFID full-coverage tags for CD/DVD: 31,000	Yes	Yes
9-bin AMH system: 1	Yes	Yes

Required Services	Tech Logic	Bibliotheca
Delivery of all equipment and supplies	Yes	Yes
Installation of hardware and software	Yes	Yes
Training of staff, as applicable, on installation, maintenance, and use of installed systems	Yes	Yes
Additional Hardware Requested	Tech Logic	Bibliotheca
4 – Extra/additional bins for 9-bin AMH system	Yes	Yes
3 – Dell Latitude laptops with Windows 7 Professional 64-bit, for collection tagging and conversion	Yes	Yes
6 – Dell Optiplex All-in-One PCs with Windows 7 Professional 64-bit, for use with RFID equipment at circulation desks	Yes	Yes
3 – Barcode scanners for use in the tagging/conversion process: Honeywell Hyperion 1300G, black, USB interface	Yes	Yes
Licensing, Warranty, and Maintenance	Tech Logic	Bibliotheca
Licensing, Warranties, and Maintenance for a minimum of 12 months shall be included with the purchase of the products	Yes	Yes
Costs for years 2 through 5 Licensing, Warranties, and Maintenance shall be detailed in the bid package	Yes	Yes
Licensing and Maintenance that are required shall be identified as such	Annual software support and maintenance are required for the duration of use.	No recurring charges were identified as required.
Experience	Tech Logic	Bibliotheca
The vendor must have at least 5 years' experience implementing RFID and AMH systems in libraries	Yes	Yes
The vendor must supply a minimum of three references	Yes	Yes
Total price	\$455,365.43	\$285,595.00
Did vendor bid include all requested items/components?	Yes	No
Does vendor offering meet all required specifications?	Yes	No
Recommend purchase ?	Yes	No



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6628

County Administrator's Report 16. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Residential Rehab Grant Program Funding and Lien Agreements

From: Keith Wilkins, Department Director

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 August 21, 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 Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and William and Milda Allen, the owners of residential property located at 2319 West Desoto Street, Pensacola, Florida, in the Brownsville Redevelopment District, each in the amount of \$4,020, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, for roof replacement;

2. The Agreements between Escambia County CRA and Bernard J. Jacobs, the owner of residential property located at 107 Mandalay Drive, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$1,275, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection;

3. The Agreements between Escambia County CRA and Michael S. Kelly, the owner of residential property located at 312 Payne Road, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$3,727, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for roof replacement and sanitary sewer connection; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the three 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. A rendering of each project is attached.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows:

1. William and Milda Allen, Brownsville TIF, Cost Center 220515, in the amount of \$4,020
2. Bernard J. Jacobs, Barrancas TIF, Cost Center 220519, in the amount of \$1,275
3. Michael S. Kelly, Warrington TIF, Cost Center 220516, in the amount of \$3,727

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

BJacobs_107 Mandalay_Aug 2014

W&M Allen_2319 Desoto_Aug2014

M Kelly-312 Payne-Aug2014

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21st day of August 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Bernard J. Jacobs, (the "Recipient"), owner of residential property located at 107 Mandalay Drive, 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 \$1,275, 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 \$1,275, which shall be comprised of a cash contribution of \$1,275.
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 21st day of August 2014, and the Project shall be complete on or before the 21st day of November 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):

Bernard J. Jacobs
107 Mandalay Drive
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: _____

Date: _____

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:

Bernard J. Jacobs, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of July, 2014 by Bernard J. Jacobs, Property Owner. He (☐) is personally known to me or (☒) has produced FLDLJ212 ... 309-D as identification.



(Notary Seal)

ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

Signature of Notary Public

Zakkiyyah Osuigwe
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Bernard J. Jacobs**

Property Address: **107 Mandalay Drive, 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)
Bernard J. Jacobs

Address of Property
107 Mandalay Drive
Pensacola, FL 32507

Property Reference No.
59-2S-30-1000-014-014

Total Amount of Lien

\$1,275

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:

Bernard J. Jacobs
Bernard J. Jacobs, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of July, 2014 by Bernard J. Jacobs, Property Owner. He (☐) is personally known to me or (☒) has produced FLDLJ212... 309-0 as identification.



(Notary Seal)

ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054104
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

Zakkiyyah Osuigwe
Signature of Notary Public

Zakkiyyah Osuigwe
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 7/17/14

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:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Sanitary Sewer Connection
107 Mandalay Drive – Bernard J. Jacobs

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this **21th** day of **August 2014**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **William and Milda Allen**, (the "Recipient(s)"), owner of residential property located at **2319 West Desoto Street**, 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 **\$4,020**, 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 **\$4,020**, which shall be comprised of a cash contribution of **\$4,020**.
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 **21th** day of **August 2014**, and the Project shall be complete on or before the **21th** day of **November 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, Dev. Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):

William and Milda Allen
2319 West Desoto Street
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:

Date:

[Signature]
7/16/14

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):

[Signature]
William Allen, Property Owner

[Signature]
Milda Allen, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of July, 2014 by William Allen, Property Owner. He () is personally known to me or (☒) has produced FL Drivers Lic as identification.
A450-933-61-060-0

The foregoing instrument was acknowledged before me this 18th day of July, 2014 by Milda Allen, Property Owner. She () is personally known to me or (☒) has produced FL Drivers Lic as identification.
A450-541-56-547-0

(Notary Seal) 

[Signature]
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **William and Milda Allen**

Property Address: **2319 West Desoto Street, Pensacola, Florida, 32505**

The "Project" includes the following improvement to the above referenced property:

Roof 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)
William and Milda Allen

Address of Property
2319 West Desoto Street
Pensacola, FL 32507

Property Reference No.
00-0S-00-9060-008-175

Total Amount of Lien

\$4,020

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):

William Allen, Property Owner

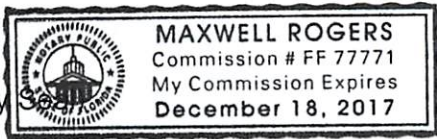
Milda Allen, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of July, 2014 by William Allen, Property Owner. He (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.
A#50-933-61-060-0

The foregoing instrument was acknowledged before me this 18th day of July, 2014 by Milda Allen, Property Owner. She (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.
A#50-541-56-547-0

(Notary)



Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

Approved as to form and legal
sufficiency: [Signature]

By/Title: [Signature]
Date: [Signature]

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



Roof replacement

2319 West Desoto Street – William & Milda Allen

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21st day of August 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Michael S. Kelly, (the "Recipient"), owner of residential property located at 312 Payne 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 Areas; and

WHEREAS, the Recipient has 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 \$3,727, 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 \$3,727, which shall be comprised of a cash contribution of \$3,727.
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 21st day of August 2014, and the Project shall be complete on or before the 21st day of November 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:

Michael S. Kelly
312 Payne 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: 8/31/14

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]
Michael S. Kelly, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of August, 2014 by Michael S. Kelly, Property Owner. He () is personally known to me or (☒) has produced FL Drivers Lic as identification.
KA00-557-57-344-0

(Notary Seal)



[Signature]
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Michael S. Kelly**
Property Address: **312 Payne Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Roof Replacement and 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
Michael S. Kelly

Address of Property
312 Payne Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-494-023

Total Amount of Lien

\$3,727

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:

Michael S. Kelly
Michael S. Kelly, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of August, 2014 by Michael S. Kelly, Property Owner. He (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.
K400-557-57-344-0



Maxwell Rogers
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal
sufficiency.

By/Title: K. Childers
Date: 8/31/14

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



Roof Replacement & Sanitary Sewer Connection

312 Payne Road – Michael S. Kelly



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6629

County Administrator's Report 16. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Rescinding Residential Rehab Grant Program Funding and Lien Agreements

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Rescinding Residential Rehab Grant Program Funding and Lien Agreements for 216 Milton Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following August 21, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), rescinding the following Board's action of October 17, 2013, concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 216 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Sean Christiansen, the owner of residential property located at 216 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,042, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

BACKGROUND:

On October 17, 2013, the Board approved the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Sean Christiansen. Due to unforeseen circumstances, the applicant is not able to perform the Grant improvements. A copy of the Board minutes from October 17, 2013 is attached.

BUDGETARY IMPACT:

There is no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal review required.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant process.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required to rescind the previously approved Grant.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner, will handle all implementation tasks.

Attachments

Board Resume Oct 2013_SChristiansen


RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

19. Recommendation: That the Board ratify the following October 17, 2013, 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 Funding and Lien Agreements for the property located at 126 Rue Max Street:
- A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Patrick D. Pinney, the owner of residential property located at 126 Rue Max Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,187, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and
 - B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

Approved 4-0, with Commissioner Valentino absent

-  20. Recommendation: That the Board ratify the following October 17, 2013, 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 Funding and Lien Agreements for the property located at 216 Milton Road:
- A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Sean Christiansen, the owner of residential property located at 216 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,042, representing an in-kind match through Barrancas Tax Increment Financing, Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and
 - B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

Approved 4-0, with Commissioner Valentino absent



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6630

County Administrator's Report 16. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Cancellation of Residential Rehab Grant Program Liens

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of Four Residential Rehab Grant Program Liens
- Keith Wilkins, Community & Environment Department Director

That the Board ratify the following August 21, 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 Residential Rehab Grant Program Liens:

A. Approving the following cancellation of four Residential Rehab Grant Program Liens, as the Grant recipients have met their Grant requirements:

Property Owner	Address	Amount
Nancy McAllister	115 Rue Max Avenue	\$1,037
Leslie Hope	12 Marine Drive	\$1,019
Carl M. and Diana L. Manning	102 Jamison Street	\$4,137
Kenneth and Laurie Peltier	625 Rue Max Avenue	\$6,000

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

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Residential Rehab 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 the owner.

Attachments

LienCx-McAllister-Aug2014

LienCx-Hope-Aug2014

LienCx-Manning-Aug2014

LienCx-Peltier-Aug2014

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 **\$1,037**, executed by **Nancy McAllister** and recorded in Official Record Book **7059** at pages **754-755**, 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. A. Neal Acit

Date: 7/24/14

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

**Escambia County
Clerk's Original**

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013060132 08/12/2013 at 10 17 AM
OFF REC BK 7059 PG: 754 - 755 Doc Typ
RECORDING: \$18.50

6/20/2013 CAR II-6

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Nancy McAllister

Address of Property
115 Rue Max Avenue
Pensacola, FL 32507

Property Reference No.
50-2S-30-5012-027-028

Total Amount of Lien

\$1,037

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 Grants funds disbursed by the CRA, up to and including the amount recited above.

Date: 6/24/2013 Verified By: J. Carraway

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Nancy McAllister
Nancy McAllister, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of May, 2013 by **Nancy McAllister**, Property Owner. He/She (☐) is personally known to me or (☒) has produced Florida Driver License as identification.

(Notary Seal)

Carolyn Barbour
Signature of Notary Public
Carolyn Barbour
Printed Name of Notary Public



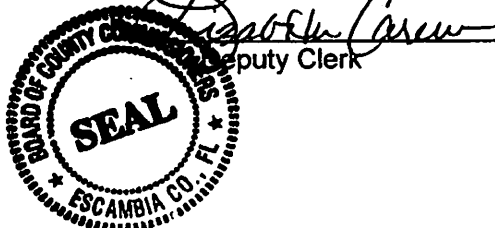
For: **Board of County Commissioners of Escambia County**

By: Gene M. Valentino
Gene M. Valentino, Chairman

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

Date Executed: 10/20/2013

BCC Approved: 10/20/2013



This instrument prepared by:
Clara Long, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form
and legal sufficiency

By: [Signature]
Title: HCA
Date: 5/8/13

Before



**Barrancas District
115 Rue Max Avenue**

**Sanitary Sewer Connection
Total \$2,075**

After



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 \$1,019, executed by Leslie Hope and recorded in Official Record Book 7061 at pages 1907, 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

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 7/24/14

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

ESCAMBIA COUNTY
CLERK'S ORIGINAL
7/25/2013 PAR IF-21

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST#: 2013061918 08/16/2013 at 02:08 PM
OFF REC BK: 7061 PG: 1907 - 1908 Doc Type: L
RECORDING: \$18.50

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Leslie Hope

Address of Property
12 Marine Drive
Pensacola, FL 32507

Property Reference No.
50-2S-30-5010-008-021

Total Amount of Lien

\$1,019

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: *Stacie*

Date: 7/29/2013

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Leslie M. Hope
Leslie Hope, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

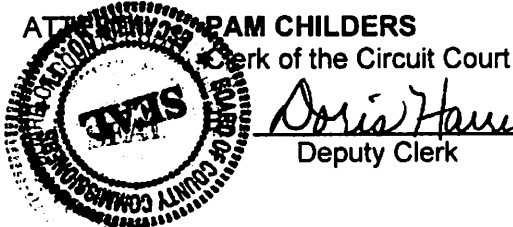
The foregoing instrument was acknowledged before me this 3rd day of July, 2013 by Leslie Hope, Property Owner. She ☐ is personally known to me or ☒ has produced Florida ID as identification.



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



Doris Harris
Deputy Clerk

Date Executed: 7/25/2013

BCC Approved: 7/25/2013

This instrument prepared by:
David Forte, 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: 6/19/13



before

Barrancas District
12 Marine Drive

Sanitary Sewer Connection
Total \$2,038



after

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 **\$4,137**, executed by **Carl M. and Diana L. Manning** and recorded in Official Record Book **7055** at pages **1736-1737**, 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. H. AGH

Date: 8/14/14

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman, 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

**Escambia County
Clerk's Original**

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013057900 08/05/2013 at 11:22 AM
OFF REC BK: 7055 PG: 1736 - 1737 Doc Type: L
RECORDING: \$18.50

6/20/2013 CAR II-17

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Carl M. and Diana L. Manning

Address of Property
102 Jamison Street
Pensacola, FL 32507

Property Reference No.
50-2S-30-5010-002-021

Total Amount of Lien

\$4,137

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.

6/24/2013 Verified By: J. Carew

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient(s):

Carl M. Manning
Carl M. Manning, Property Owner
Diana L. Manning
Diana L. Manning, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of May, 2013 by Carl M. Manning, Property Owner. He ☐ is personally known to me or ☒ has produced Florida Driver License as identification.

The foregoing instrument was acknowledged before me this 13th day of May, 2013 by Diana L. Manning, Property Owner. She ☐ is personally known to me or ☒ has produced Florida Driver License as identification.

(Notary Seal)

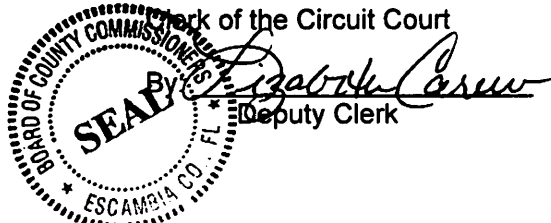
Carolyn M. Barbour
Signature of Notary Public
Carolyn M. Barbour
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: Gene M. Valentino
Gene M. Valentino, Chairman

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



Date Executed: 10/20/2013

BCC Approved: 10/20/2013

This instrument prepared by:
Clara Long, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafax Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency

By: [Signature]
Title: AGA
Date: 5/8/13

Before



**Barrancas District
102 Jamison Street**

**Sanitary Sewer & Roof
Replacement
Total \$8,275**



After

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 Kenneth and Laurie Peltier and recorded in Official Record Book 7046 at pages 1101-1102, 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. S. Alach

Date: 3/24/14

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

**Escambia County
Clerk's Original**

3/21/2013/CAR II-6

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Kenneth and Laurie Peltier

Address of Property
625 Rue Max Avenue
Pensacola, FL 32507

Property Reference No.
50-2S-30-5012-007-035

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# 2013052357 07/16/2013 at 03:09 PM
OFF REC BK: 7046 PG: 1101 - 1102 Doc Type: L
RECORDING: \$18.50

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipients:

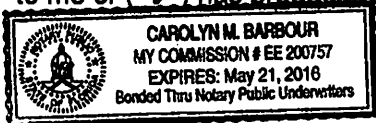
Kenneth Peltier
Kenneth Peltier, Property Owner

Laurie Peltier
Laurie Peltier, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of March, 2013 by Kenneth Peltier, Property Owner. He () is personally known to me or (☒) has produced FL D.L.C. ... 742-0 as identification.

The foregoing instrument was acknowledged before me this 1st day of March, 2013 by Laurie Peltier, Property Owner. She () is personally known to me or (☒) has produced FL D.L.C. ... 213-0 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

Debbie Harris
Deputy Clerk

Date Executed: March 21, 2013

BCC Approved: 03-21-2013

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: Christina Huel
Title: ALTA
Date: 2/28/13

Before



Barrancas District
625 Rue Max Avenue

Sewer, Electrical Rewiring,
& Storm Windows
\$14,066



After



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6439

County Administrator's Report 16. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Purchase of 3804 Frontera Circle

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Property Located at 3804 Frontera Circle - Keith Wilkins, Community & Environment Department Director:

That the Board take the following action concerning the property located at 3804 Frontera Circle within the Brownsville Community redevelopment Area:

- A. Authorize the purchase of the parcel of real estate (totaling approximately 0.04 acres) from the Community Enterprise Investments, Inc. (CEII), a non-profit organization, for the amount of \$1,600 in accordance with the terms contained in the Contract for Sale and Purchase;
- B. Approve the Contract for Sale and Purchase for the acquisition of the parcel of real property located at 3804 Frontera Circle; and
- C. Authorize the County Attorney to prepare and Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documentation necessary to complete the acquisition of the property, without further action from the Board.

[Funding Source: Fund 151, Community Redevelopment Agency, Cost Center 220515
CRA Brownsville, Object Code 56101]

BACKGROUND:

Frontera Circle is a small neighborhood located in the Brownsville Redevelopment Area. Many of the units within the neighborhood have become neglected and/or abandoned leading to severe blighted and slum conditions. Escambia County has conducted multiple refuse "clean sweeps" through the neighborhood and there have been numerous code violations and current outstanding liens. Also, the neighborhood is a focal point of rampant illegal activities including drug offenses, prostitution, robbery and assault. As part of a Community Revitalization Plan, at the August 18, 2011 meeting the Board passed a recommendation authorizing the expenditure of funds to acquire and assemble 32 specific properties within the neighborhood. The property specified within this recommendation is one of the 32 targeted properties.

BUDGETARY IMPACT:

Funds for this project are available through the Community Redevelopment Agency (CRA) Fund 151, Cost Center 220515, and Object Code 56101.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office will prepare the closing documents and the closing for the purchase of the property. The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney.

PERSONNEL:

All work associated with this request will be coordinated with the County Attorney and CRA staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon approval, County Attorney and CRA staff will maintain compliance with the Section 46-139 of the County Codes.

Attachments

Contract

Title Commit

Survey

Authorization

Prop Appraiser Data

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between **COMMUNITY ENTERPRISE INVESTMENTS, INC.**, a Florida non-profit corporation, whose address is 302 N. Barcelona Street, Pensacola, Florida 32501 ("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 _____.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is One Thousand Six Hundred Dollars (\$1,600.00), payable to Seller at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. **SELLER'S AFFIDAVIT 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 an affidavit 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 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 Seller's Affidavit 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 has 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 is 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 has 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
3363 West Park Place
Pensacola, Florida 32505

TO SELLER:

Community Enterprise Investments, Inc.
302 N. Barcelona Street
Pensacola, FL 32501

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 agrees to return any deposit paid by Buyer. Seller warrants 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 conveys 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 agrees 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:

BUYER:

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Steven L. Barry, Vice Chairman

Deputy Clerk

BCC Approved: _____

Date: _____

Approved as to form and legal
sufficiency.

By/Title: 8th West Avt. County Atty.
Date: June 20, 2014

SELLER:

COMMUNITY ENTERPRISE
INVESTMENTS, INC., a Florida
non-profit corporation

Frank Eggleston
Witness

Print Name

Jon Spears
Witness

Print Name

By: Percy L. Goodman, Jr.

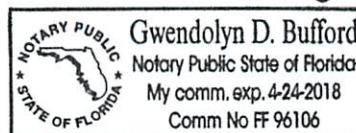
Percy L. Goodman, Jr.
Acting Executive Director

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19 day of June, 2014,
by Percy L. Goodman, Jr., as Acting Executive Director of Community Enterprise Investments, Inc., a Florida
non-profit corporation, who (☒) is personally known to me, (☐) produced current
as identification.

Gwendolyn D. Bufford
Signature of Notary Public

(Notary Seal)



Printed Name of Notary Public

EXHIBIT A

LOT 19, BLOCK C, WHISPERING OAKS, A SUBDIVISION OF A PORTION OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 8, AT PAGE 36, OF THE PUBLIC RECORDS OF SAID COUNTY.

PUBLIC DISCLOSURE OF INTEREST

This Public Disclosure of Interest is made pursuant to Section 286.23, Florida Statutes (2013) under oath to Escambia County and its Board of County Commissioners and subject to the penalties prescribed for perjury.

I, Percy L. Goodman, Jr., as Acting Executive Director of Community Enterprise Investments, Inc., a Florida non-profit corporation, do hereby attest and affirm:

1. That the address for Community Enterprise Investments, Inc. is 302 N. Barcelona Street, Pensacola, Florida 32502.

2. That the following entity or individuals have a beneficial interest in the real property described in Exhibit A:

A. None
(Name) (Address)
Relationship/Interest: _____

B. None
(Name) (Address)
Relationship/Interest: _____

C. None
(Name) (Address)
Relationship/Interest: _____

3. That this disclosure has been made at least 10 days prior to the conveyance of any real property interest as described in Exhibit A, to Escambia County, Florida.

Frank Eggleton
Witness
Frank Eggleton
Print Name

Robin Kingry
Witness
Robin Kingry
Print Name

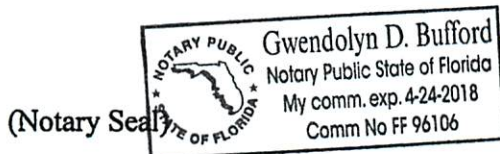
Community Enterprise Investments, Inc., a
Florida non-profit corporation

By: Percy L. Goodman, Jr.
Percy L. Goodman, Jr.
Acting Executive Director

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1 day of July, 2014, by Percy L. Goodman, Jr. as Acting Executive Director of Community Enterprise Investments, Inc., a Florida non-profit corporation, who ☒ is personally known to me, or ☐ has produced current _____ as identification.

Gwendolyn D. Bufford
Signature of Notary Public



Printed Name of Notary Public

EXHIBIT A

LOT 19, BLOCK C, WHISPERING OAKS, A SUBDIVISION OF A PORTION OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 8, AT PAGE 36, OF THE PUBLIC RECORDS OF SAID COUNTY.

3804

COMMITMENT FOR TITLE INSURANCE SCHEDULE A

File Number: - 26135
Project: - Frontera Circle

Effective Date: March 10, 2014 at 8:00 a.m.

1. Policy or policies to be issued:

OWNER'S: \$ To Be Determined

PROPOSED INSURED: Escambia County, a political subdivision of the State of Florida

2. The estate or interest in the land described in this Commitment and covered herein is Fee Simple, and the title thereto is at the effective date hereof vested in:

Federal National Mortgage Association by Certificate of Title recorded in Official Records Book 7114, Page 1886, of the Public Records of Escambia County, Florida.

3. The land referred to in this Commitment is described as follows:

Lot 19, Block C, Whispering Oaks, Escambia County, Florida, according to the plat thereof as recorded in Plat Book 8, Page 36, of the Public Records of Escambia County, Florida.

AMERICAN GOVERNMENT SERVICES CORPORATION

COUNTERSIGNED: M. C. C. Heie

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 1

File Number: - 26135

Project: - Frontera Circle

The following requirements to be complied with:

1. Payment of the full consideration to or for the account of, the grantor's or mortgagors.
2. Instrument(s) creating the estate or interest must be approved, executed and filed for:
 - A. Special Warranty Deed from Federal National Mortgage Association, to Escambia County, a political subdivision of the State of Florida, conveying the land described in Schedule "A".
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable or which may be escrowed under the provisions of F.S. 196.295.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are paid.
5. Evidence must be furnished from any taxing authorities having jurisdiction of the property that there does not exist pending assessments or liens, against the property not shown by the Public Records.
6. Proof of payment of any County and/or municipal resolutions for public improvements or special assessments which are not recorded or are not properly recorded in the public records and which do not provide notice to the owner of record in the public records.
7. Proof of payment for any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

Note: Tax Account Number 07-0544-360. Taxes for 2013 were paid in the amount of \$232.95. Gross Taxes are \$242.66. Current assessment is \$10,333.00.

The company reserves the right to make additional requirements when additional facts are disclosed by the compliance of the requirements shown on Schedule B, Section 1 herein.

NOTE: All Schedule B, Section 1 requirements are to be met and deleted at closing.

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 2

File Number: - 26135

Project: - Frontera Circle

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters, which would be disclosed by an accurate survey and inspection of the premises.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled or artificially exposed lands and lands accreted to such lands.
7. Taxes for the year 2014 and subsequent years, which are not yet due and payable. NOTE: The Proposed Insured will be exempt during its period of ownership.
8. Any Lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
9. Any County and/or municipal resolution for public improvements or special assessments which are not recorded or are not properly recorded in the public records and which do not provide notice to the owner of record in the public records.
10. Riparian and littoral rights are not insured.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2 CONTINUED**

File Number: - 26135

Project: - Frontera Circle

11. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservation of interest that are not listed.
12. Subject to Right of Way of Frontera Circle.
13. Subject to Party Wall Agreement in Official Records Book 677, Page 798, of the Public Records of Escambia County, Florida.
14. Subject to the restriction prohibiting the sale of alcoholic beverages in Deed Book 293, Page 62, of the Public Records of Escambia County, Florida.
15. Easement to Gulf Power Company recorded in Official Records Book 656, Page 411 and Official Records Book 680, Page 667, both of the Public Records of Escambia County, Florida.
16. Restrictions, conditions, reservations, easements and other matters contained on the Plat of Whispering Oaks as recorded in Plat Book 8, Page 36, of the Public Records of Escambia County, Florida; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restriction violate 42 USC 3604(c).
17. Declaration of Covenants, Conditions, Restrictions, Easements and other matters as set forth in that certain instrument recorded in Official Records Book 677, Page 800 and Official Records Book 2681, Page 602, both of the Public Records of Escambia County, Florida; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restriction violate 42 USC 3604(c).

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2 CONTINUED**

File Number: - 26135

Project: - Frontera Circle

NOTE: Legal access is neither guaranteed nor ensured pending receipt and review of a survey of the property to be insured.

NOTE: Schedule B, Section 2 exceptions 1, 2, 5, 8, and 9 will be deleted at closing.

NOTE: Schedule B, Section 2 exceptions 3 and 4 may be deleted upon review of satisfactory survey.

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

JPMORGAN CHASE BANK NATIONAL ASSOCIATION CHASE HOME FINANCE LLC
Plaintiff

CASE NO. 2010 CA
002500

VS.

REGIONS BANK ; ESCAMBIA COUNTY FLORIDA ; UNKNOWN TENANTS IN POSSESSION #1 ;
SCANLAN, MARK S ; UNKNOWN TENANTS IN POSSESSION #2 ; CAVALRY PORTFOLIO
SERVICES LLC ; CITIBANK NA
Defendant

CERTIFICATE OF TITLE

The undersigned, Pam Childers, Clerk of the Circuit Court, hereby certifies that a certificate of sale has been
executed and filed in this action on October 08, 2013, for the property described herein and that no objections to
the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida:

a. Legal Description: LOT 19, BLOCK C, WHISPERING OAKS, A SUBDIVISION OF A
PORTION OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA
COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 8, PAGE 36, OF THE PUBLIC
RECORDS OF SAID COUNTY.

was sold to FEDERAL NATIONAL MORTGAGE ASSOCIATION
3415 Vision Drive Columbus, OH, 43219

WITNESS my hand and seal of the court this 13 day of December, 2013



Pam Childers
Clerk of the Circuit Court

BY: [Signature]
Deputy Clerk

Conformed copies to all parties

\$1,300.00

Escambia County Tax Collector

generated on 3/17/2014 8:46:35 AM CDT

Tax Record

Last Update: 3/17/2014 8:46:35 AM CDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

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

Account Number	Tax Type	Tax Year
07-0544-360	REAL ESTATE	2013
Mailing Address	Property Address	
SCANLAN MARK S 3241 COPPER RIDGE CIR CANTONMENT FL 32533	3804 FRONTERA CIR	
	GEO Number	
	342S30-0295-019-003	
Exempt Amount	Taxable Value	
See Below	See Below	
Exemption Detail	Millage Code	Escrow Code
NO EXEMPTIONS	06	505
Legal Description (click for full description)		
342S30-0295-019-003 3804 FRONTERA CIR LOT 19 BLK C WHISPERING OAKS PB 8 P 36 OR 4604 P 1396 CA 159		
Ad Valorem Taxes		
Taxing Authority	Rate	Assessed Exemption Value Amount
COUNTY	6.6165	10,333 0
PUBLIC SCHOOLS		
By Local Board	2.2480	10,333 0
By State Law	5.3090	10,333 0
SHERIFF	0.6850	10,333 0
M.S.T.U. LIBRARY	0.3590	10,333 0
WATER MANAGEMENT	0.0400	10,333 0
Total Millage	15.2575	Total Taxes
		\$157.66
Code	Levyng Authority	Amount
NFP	FIRE - 595-4960	\$85.00
Total Assessments		\$85.00
Taxes & Assessments		\$242.66
If Paid By		Amount Due
		\$0.00

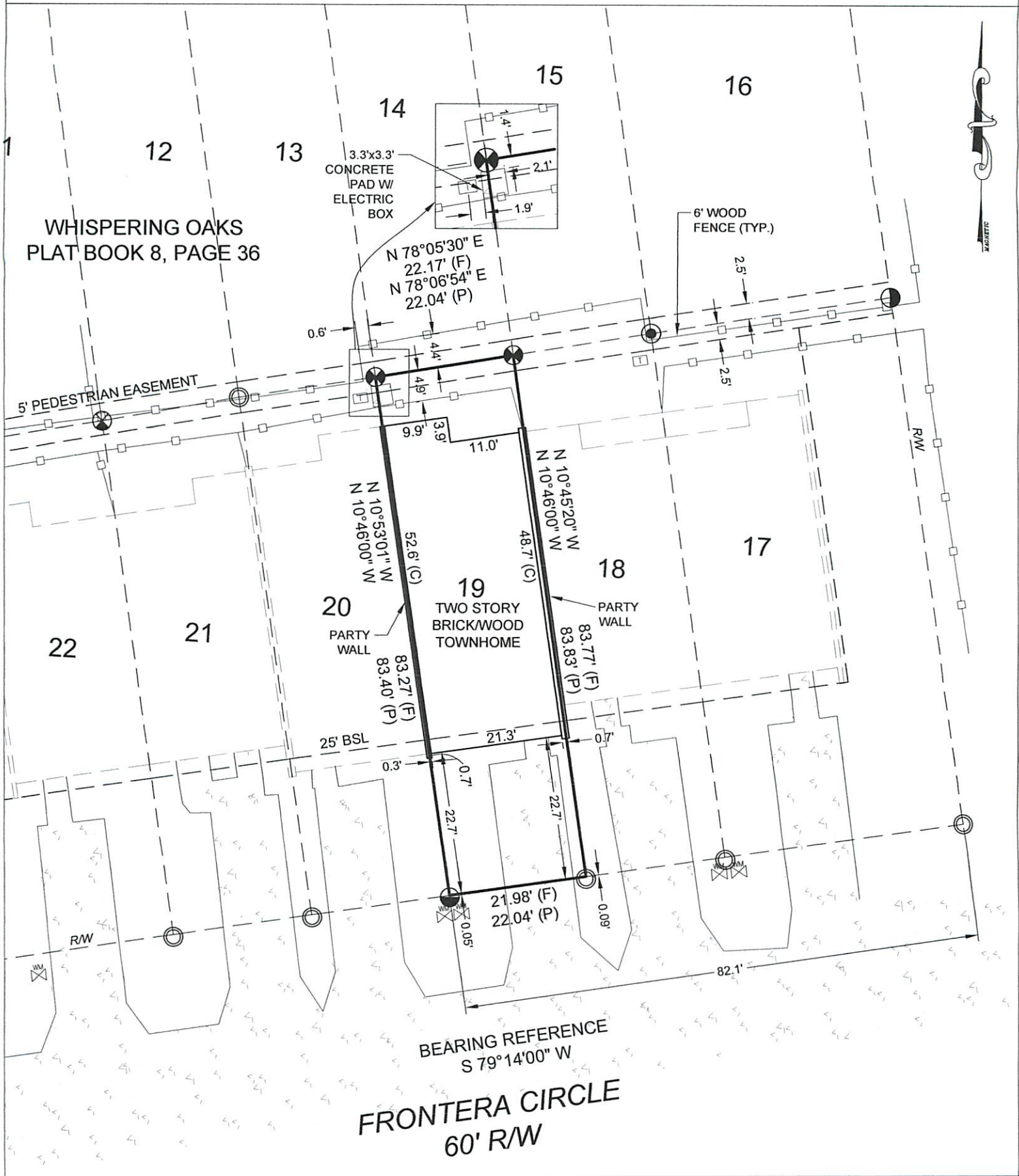
Date Paid	Transaction	Receipt	Item	Amount Paid
11/28/2013	PAYMENT	9733325.0001	2013	\$232.95

Prior Year Taxes Due

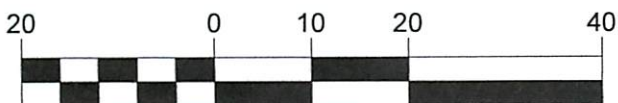
NO DELINQUENT TAXES



BOUNDARY SURVEY WITH IMPROVEMENTS



GRAPHIC SCALE



(IN FEET)
1 INCH = 20 FT.

ADDRESS:
LOT 19
3804 FRONTERA CIRCLE
PENSACOLA, FLORIDA 32505

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION, NOTES, AND CERTIFICATION



LEGAL DESCRIPTION: (O.R. BOOK 4604, PAGE 1396)

LOT 19, BLOCK "C", WHISPERING OAKS, A SUBDIVISION OF A PORTION OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 8 AT PAGE 36 OF THE PUBLIC RECORDS OF SAID COUNTY.

LEGEND:

(D)	DEED MEASUREMENT
(F)	FIELD MEASUREMENT
R/W	RIGHT-OF-WAY
BSL	BUILDING SETBACK LINE
	1" PIPE
	1/2" IRON ROD
	4x4 CONCRETE MONUMENT #475
	1/2" CAPPED IRON ROD - ILLEGIBLE
	L.E. SHONTZ
	SET 1/2" CAPPED IRON ROD #7612
	1/2" CAPPED IRON ROD #6112
	5/8" CAPPED IRON ROD #5863
	5/8" CAPPED IRON ROD
	BELL SOUTH PEDESTAL
	WATER METER
	LIGHT POLE

NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 3-14-12.
2. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF FRONTERA CIRCLE AS S 79°14'00" W.

CERTIFICATIONS:

ESCAMBIA COUNTY BOARD OF COMMISSIONERS

SURVEYORS CERTIFICATE

The survey shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

Rob L. Working
ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

NOT VALID UNLESS
SEALED WITH AN
EMBOSSSED SEAL

4/12/12

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

6. Authorizing the scheduling of a Public Hearing for September 15, 2011, at 5:31 p.m., to consider the Petition to Vacate a portion of Rawson Lane (approximately 3.14 acres), as petitioned by Pensacola Christian College, Inc.; Pensacola Christian College, Inc. (PCC), owns the majority of the property abutting both sides of the portion of Rawson Lane lying north of Brent Lane and south of Airport Boulevard; Rawson Lane is a paved, County-maintained road (R/W [right-of-way] varies); PCC has plans to upgrade and improve their campus and would like to incorporate this portion of Rawson Lane in their future plans; PCC is requesting that the Board vacate any interest the County has in the portion of Rawson Lane (approximately 3.14 acres), lying north of Brent Lane and south of St. Eusebia Street, as shown on Exhibit "A"; staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.
7. Approving the three *Request for Disposition of Property* Forms for the Solid Waste Management Department, for property which is described and listed on the Disposition Forms, with reasons for disposition stated; the listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed.
8. Accepting, for filing with the Board's Minutes, the July 21, 2011, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

9. Taking the following action concerning properties located on Frontera Circle, within the Brownsville Redevelopment Area (CRA) (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 220102, NESD Capital Projects, Project 08NE0058, Redevelopment Property Acquisition, Object Code 56101; and/or Fund 151, Community Redevelopment, Cost Center 220515, Brownsville CRA, Object Code 56101):
 - A. Authorizing the expenditure of funds for appraisals, title insurance commitments, and other inspections required by Section 46-139, Escambia County Code of Ordinances; and
 - B. Authorizing staff to begin negotiations with the parcel owners on Frontera Circle in anticipation of preparing subsequent recommendations to acquire or facilitate redevelopment of some or all of the parcels.

8/18/2011

Page 15 of 34

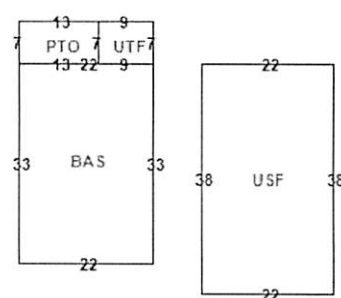
dch

Source: Escambia County Property Appraiser

☒ Navigate Mode
 ☒ Account
 ☐ Reference
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[Restore Full Page Version](#)

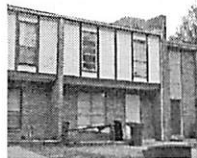
General Information Reference: 342S300295019003 Account: 070544360 Owners: FEDERAL NATIONAL MORTGAGE ASSOCIATION Mail: 3415 VISION DRIVE COLUMBUS, OH 43219 Situs: 3804 FRONTERA CIR 32505 Use Code: SINGLE FAMILY RESID Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector		2013 Certified Roll Assessment Improvements: \$7,293 Land: \$3,040 Total: \$10,333 Save Our Homes: \$0 Disclaimer Amendment 1/Portability Calculations																																					
Sales Data <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>12/13/2013</td> <td>7114</td> <td>1886</td> <td>\$1,300</td> <td>CT</td> <td>View Instr</td> </tr> <tr> <td>08/2000</td> <td>4604</td> <td>1396</td> <td>\$47,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>12/1999</td> <td>4513</td> <td>883</td> <td>\$90,500</td> <td>CT</td> <td>View Instr</td> </tr> <tr> <td>09/1996</td> <td>4057</td> <td>1092</td> <td>\$30,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>09/1996</td> <td>4057</td> <td>1090</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller		Sale Date	Book	Page	Value	Type	Official Records (New Window)	12/13/2013	7114	1886	\$1,300	CT	View Instr	08/2000	4604	1396	\$47,000	WD	View Instr	12/1999	4513	883	\$90,500	CT	View Instr	09/1996	4057	1092	\$30,000	WD	View Instr	09/1996	4057	1090	\$100	QC	View Instr	2013 Certified Roll Exemptions None Legal Description LOT 19 BLK C WHISPERING OAKS PB 8 P 36 OR 7114 P 1886 CA 159 Extra Features None	
Sale Date	Book	Page	Value	Type	Official Records (New Window)																																		
12/13/2013	7114	1886	\$1,300	CT	View Instr																																		
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09/1996	4057	1092	\$30,000	WD	View Instr																																		
09/1996	4057	1090	\$100	QC	View Instr																																		

Parcel Information Section Map Id: CA159 Approx. Acreage: 0.0400 Zoned: R-3 Evacuation & Flood Information Open Report	
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Buildings	
Building 1 - Address: 3804 FRONTERA CIR, Year Built: 1973, Effective Year: 1973	
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Structural Elements</div> FOUNDATION -SLAB ON GRADE EXTERIOR WALL -BRICK-FACE NO. PLUMBING FIXTURES -8.00 DWELLING UNITS -1.00 EXTERIOR WALL -SIDING-SHT.AVG. ROOF FRAMING -GABLE ROOF COVER -COMPOSITION SHG INTERIOR WALL -DRYWALL-PLASTER NO. STORIES -2.00 FLOOR COVER -CARPET DECOR/MILLWORK -AVERAGE HEAT/AIR -CENTRAL H/AC STRUCTURAL FRAME -WOOD FRAME	
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <input type="checkbox"/> Areas - 1716 Total SF </div> BASE AREA - 726 PATIO - 91 UPPER STORY FIN - 836 UTILITY FIN - 63	
Images	



1/14/11



2/18/03



5/21/13

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.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6636

County Administrator's Report 16. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Approval to Issue Fiscal Year 2013-2014 Purchase Orders in Excess of \$50,000

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Purchase Orders in Excess of \$50,000 for Fiscal Year 2013-2014 for the Escambia County Corrections Department, Jail Division - Gordon C. Pike, Corrections Department Director

That the Board, for the Fiscal Year 2013-2014, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the various Divisions of the Corrections Department as follows:

Vendor	Amount	Contract Number
Charles Neely Corporation/PR Chemical and Paper Supply Vendor:150532	\$100,000	PD 13-14.046 BCC Approved 06/03/2014
Maxim Healthcare Services	\$85,000	N/A

[Funding: Fund 001, General Fund, Cost Center 290401, Detention; Fund 112, Disaster Recovery, Cost Center 330491, Cat B-April 2014 Floods, Project #ESBCD03]

BACKGROUND:

Issuance of these Purchase Orders are the remainder of this Fiscal Year 2013-2014 is necessary to ensure continuity of mission critical services provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund, Cost Center 290401, Detention; Fund 112, Disaster Recovery, Cost Center 330491, Cat B-April 2014 Floods, Project # ESBCD03

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6559

County Administrator's Report 16. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Approval to Increase Fiscal Year 2013/2014 Purchase Orders for Solid Waste Management Department

From: Pat Johnson

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order for Panhandle Grading & Paving, Inc., Maintenance at the Perdido Landfill - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order:

Department:	Solid Waste Management
Division:	Engineering/Environmental Quality
Type:	Addition
Amount:	\$35,160
Vendor:	Panhandle Grading & Paving, Inc.
Project Name:	Engineering Services for Maintenance at Perdido Landfill
Contract:	-----
Purchase Order Number:	140740
Change Order (CO) Number:	1
Original Award Amount:	\$45,000
Cumulative Amount of Change Orders through this CO:	\$35,160
New Contract Total:	\$80,160

[Funding: Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101]

BACKGROUND:

The Solid Waste Management Department has requested that Panhandle Paving & Grading, Inc., provide equipment and labor for routine landfill maintenance/construction. The work involves excavation, hauling, backfill and grade work at the Perdido Landfill. Stormwater diversion berms, embankments and terraces will be built to improve the Perdido Landfill Stormwater Management System.

BUDGETARY IMPACT:

Funds are available in Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101.

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 approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Panhandle Paving Grading Backup

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA, FL 32591-1591
(850) 595-4980

PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR 160114
PANHANDLE GRADING & PAVING INC
P O BOX 3717
PENSACOLA FL 32516

S
H
I
P

SOLID WASTE MANAGEMENT
13009 BEULAH ROAD
CANTONMENT FL 32533-8801

TO
ATTN: SWM DENEE RUDD 850-937-2175

[illegible]

APPROVED BY

TAX ID 25-6013588011C-3
FED ID 59-6000-598

Original Purchase Order

Eliminate Existing Diversion Berm and Reconstruct Stormwater Diversion Berm			Priority # 1		Extension	Mobilization/ Demobilization	Total
Equipment	Units	Quantity	Hours	Per Hour			
Crawler Dozer (CAT D-6 or equal) w/operator	Ea./Per Hour	1	270	\$78.00	\$21,060.00	\$750.00	\$21,810.00
Off Road truck (CAT 725 or equal) w/operator	Ea./Per Hour	2	400	\$87.00	\$34,800.00	\$1,500.00	\$36,300.00
Excavator (CAT 330 or Equal) w operator	Ea./Per Hour	1	200	\$87.00	\$17,400.00	\$750.00	\$18,150.00
						Total	\$76,260.00

The hours estimate is based on the following:

DOZER - 1 each

5,500 cubic yard of material to construct new diversion berm @ 300 CY per/day = 18 Days

Remove Existing Diversion Berm 3 Days

Fine Grade New Diversion Berm 3 Days

Contingency 3 Days

Dozer - Total of 27 Days @ 10 Hours per day = 270 Hours

EXCAVATOR - 1 each

5,500 cubic yard of material to construct new diversion berm @ 300 CY per/day = 18 Days

Contingency 2 Days

Excavator - Total of 20 Days @ 10 Hours per day = 200 Hours

OFF ROAD DUMP TRUCK - 2 each

5,500 cubic yard of material to construct new diversion berm @ 300 CY per/day = 18 Days

Contingency 2 Day

Off Road Dump Truck - Total of 20 Days @ 10 Hours per day = 200 Hours each - Total 400 Hours

Eliminate Existing Diversion Berm on North Slope			Priority # 2				
Equipment	Units	Quantity	Hours	Per Hour	Extension	Mobilization/ Demobilization	Total
Crawler Dozer (CAT D-6 or equal) w/operator	Ea./Per Hour	1	50	\$78.00	\$3,900.00	\$0.00	\$3,900.00
						Total	\$3,900.00
<p>The hours estimate is based on the following:</p> <p>DOZER - 1 each</p> <p>Total of 3 Days @ 10 Hours per day = 30 Hours</p> <p>Contingency 2 Days</p> <p>Dozer - Total of 5 days @ 10 Hours per day = 50 hours</p>							



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6614

County Administrator's Report 16. 23.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Certificate of Need and Notification of Name Change for Wise Recycling I, LLC

From: Pat Johnson, Department Director

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Application for Certificate of Need and Notification of Name Change for Wise Recycling I, LLC - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning an Application for Certificate of Need and Notification of Name Change for Wise Recycling I, LLC, formerly operating as Wise Recycling, LLC:

A. Approve the Application for Certificate of Need permitting Wise Recycling I, LLC, to operate in Escambia County; and

B. Authorize the Chairman to sign the Certificate.

[Fund 401, Solid Waste, Account No. 343402]

BACKGROUND:

An Application for Certificate of Need has been submitted to the Solid Waste Management Department by Wise Recycling I, LLC, to operate in Escambia County. This company anticipates servicing Escambia County by providing the collection and transportation of solid waste directly from commercial sites to the County's landfill.

Wise Recycling I, LLC, formerly operated under the name Wise Recycling, LLC, but has recently changed its name to Wise Recycling I, LLC. The Escambia County Code of Ordinances, Chapter 82 *Solid Waste*, stipulates that each entity must hold a valid Certificate of Need and a Solid Waste Management Permit in order to manage solid waste in Escambia County. An executed Certificate of Need is valid indefinitely unless a change in name or ownership occurs.

BUDGETARY IMPACT:

The required Permit Application Fee of \$150.00 has been deposited into Fund 401, Solid Waste, Account Number 343402.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board of County Commissioners mission statement: "To provide efficient, responsive services that enhance our quality of life, meet the common needs, and promote a safe and healthy community."

IMPLEMENTATION/COORDINATION:

Following approval of this recommendation, original Certificates of Need will be distributed to the Clerk of the Court, the issuing department and the applicant. A Solid Waste Management Permit will then be issued and distributed accordingly. Compliance with insurance requirements for permits was coordinated with the Office of Risk Management.

Attachments

Wise Recycling I. LLC_CON

Wise Recycling I_Appl

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

221 Palafox Place, Ste. 400
Pensacola, Florida 32502

CERTIFICATE OF NEED FOR A

SOLID WASTE MANAGEMENT ACTIVITY

This certifies that WISE RECYCLING I, LLC

owned or operated by WISE RECYCLING I, LLC

At 605 W. Hope Dr., Pensacola, FL 32534, has submitted

the information as required under Escambia County Code of Ordinances Chapter 82, Solid Waste, and the Board of County Commissioners of Escambia County, Florida, has found such documents to conform with the laws and regulations as provided for in the ordinances. It is further declared that the services to be performed do not violate the requirements of the ordinances.

**Board of County Commissioners of
Escambia County, Florida**

Lumon J. May, Chairman

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

Deputy Clerk

BCC APPROVED:

Certificate expires:

Indefinite*, 20

*Indefinite unless there is a change in name, address, or ownership.

This is not a Permit to Operate This Service

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

County Courthouse
Pensacola, Florida 32501

**APPLICATION FOR
CERTIFICATE OF NEED**

TO: Board of County Commissioners
of Escambia County, Florida
County Courthouse Annex
223 Palafox Place
Pensacola, Florida 32501

Date: July 13, 2014

(Name of Business) Wise Recycling I, LLC applies for

a Certificate of Need to operate Roll Off Service, under the
(Type of Service)

Name of Wise Recycling I, LLC

Owned or operated by Wise Recycling I, LLC
(Individual/Corporation/Partnership)

at 605 W. Hope Drive, Pensacola, FL. 32534
(Location of Operation)

Fiscal Year End 12/31


Federal Identification Number 47-0986130

Attached hereto is the following information as provided for in Escambia County Code of Ordinances Chapter 82, Solid Waste:

(ATTACH ALL INFORMATION APPLICABLE)

1. X A statement of purpose and need for the activity, service or facility.
2. N/A A statement of funding sources.
3. N/A A statement of financial resources of the applicant.
4. N/A A statement of the cost of operation.
5. X Area to be served.
6. X A statement of existing facilities or services available in area to be served.
7. X Other information requested by the Board.

NOTE: Information described in No. 2, 3, and 4 above shall not be required from persons desiring Certificate of Need to provide "non-residential solid waste" management activities, services, or facilities.


(Signature of Applicant)



Wise Recycling I, LLC

Corporate Office	7600 Rolling Mill Road	Baltimore, MD 21224	Phone 410-285-6900	Fax 410-285-6662
Locations				
Raleigh	440 South Tech Park Lane	Clayton, NC 27520		
Charlotte	4933 Brookshire Boulevard	Charlotte, NC 28216		
Pensacola	605 West Hope Drive	Pensacola, FL 32534		
Bristol	8 Coronet Drive	Bristol, VA 24201		
Denver	2601 Chambers Road	Denver, CO 80011		

July 17, 2014

To Whom It May Concern:

Please accept this letter of notice that Wise Recycling, LLC has had a name change to Wise Recycling I, LLC and is requesting a Certificate of Need and a Solid Waste Permit from Escambia County.

Our new federal ID number is 47-0986130.

We intend to collect and haul metal for recycling and C&D debris in Escambia County.

If you need or require further information please contact me.

Thank you,

Tina Murphy
Director of Finance
Wise Recycling I, LLC
410-285-6900

The Social Security number of the applicant has been collected for the purpose of Issuing a Local Business Tax Receipt to comply with Florida Statute 205.0535(5).

Office Use Only Date: _____
Business Tax Receipt #: _____

****All information except FEI or SSN becomes public record****



JANET HOLLEY, CFC
ESCAMBIA COUNTY TAX COLLECTOR
POST OFFICE BOX 1312 • PENSACOLA, FLORIDA 32591
PHONE: (850) 438-6500 EXT. 3252

APPLICATION FOR ESCAMBIA COUNTY LOCAL BUSINESS TAX RECEIPT (F.S. 205)

ANNUAL BUSINESS TAX RECEIPT FEE: \$26.25 **BEGINNING APRIL 1 HALF-YEAR FEE: \$13.13**
Business Tax Receipts expire September 30 and shall be subject to a 10% delinquent penalty beginning October 1 plus 5% per month until 25%.

CHECK ONE: ☐ New ☐ Renewal ☐ Transfer of Ownership (\$3.00)

Social Sec. # _____ OR Federal Employer I.D. # 47-0986130

Business Name: Wise Recycling LLC Nature of Business: Scrap metal processor

Email: tmurphy@trd11c.com Please provide your email address. NOTE: Reminders to renew will be sent via email.)

Select From Back of Form: Group Type # 371.02 Business Tax Receipt Category _____

Owner(s) Name: Wise Recycling LLC Phone # 410-285-6900

Mailing Address: 7600 Rolling Mill Rd Baltimore MD 21224

Location of Business: 605 W. Hope Dr Pensacola FL 32534
Street Address City State Zip Code

This business is located: ☐ Inside Pensacola City Limits ☐ Inside Century City Limits ☒ Escambia County ☐ Other

NOTE: This business tax receipt issued subject to regulations of zoning.
Please call the Escambia County Planning & Zoning office at 595-3475 for additional information.

If transferring an existing business, you must provide a transfer of ownership document with the seller's signature properly notarized or properly signed and attested under penalties of perjury.

Disabled / Age 65 or older? You may be eligible for an exempt business tax receipt if you are the sole owner who is a permanent resident of Escambia County with no more than one employee, and no more than \$1,000.00 invested in the business. Inquire to see if you qualify.

COMPLIANCE AFFIDAVIT

I hereby attest that I have applied for a fictitious name with the Florida Department of State, as required by F.S. 865.09, or I am not required to register my business for one of the following reasons:

- ☐ Business is incorporated and registered with the Secretary of State.
☒ Business is a limited liability company and registered with the Secretary of State.
☐ Licensed by the Department of Business & Professional Regulation.
☐ Attorney
☐ Business name is a registered trademark.
☐ Using legal name (first and last name) as part of business name.

I further attest that I have reviewed the list of business categories and have applied for the appropriate business tax receipt(s) for the business in which I am engaged. I have or will comply with any city, county, state, or federal requirements. If a prerequisite is required prior to this business tax receipt being issued, I attest that I currently hold the proper certifications, licenses, and/or inspections as mandated. I also attest that I intend to have an established business location in Escambia County for at least 180 days of the year or have complied with itinerant vendor requirements as specified by ordinance.

Tina Murphy
Signature (Note: all owners listed must sign application.)

Tina Murphy
Printed Name

Dir of Finance 7/17/14
Title Date

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name**Foreign Limited Liability Company

WISE RECYCLING I, LLC

Filing Information

Document Number	M14000005282
FEI/EIN Number	470986130
Date Filed	07/25/2014
State	DE
Status	ACTIVE

Principal Address601 W HOPE DR
PENSACOLA, FL 32534Mailing Address7600 ROLLING MILL RD
BALTIMORE, MD 21224Registered Agent Name & AddressSTONE, HAROLD
10521 BETMARK RD
PENSACOLA, FL 32534Authorized Person(s) Detail**Name & Address**

Title D

MURPHY, TINA
7600 ROLLING MILL RD
BALTIMORE, MD 21224Annual Reports**No Annual Reports Filed**Document Images[07/25/2014 -- Foreign Limited](#)[View image in PDF format](#)



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6538

County Administrator's Report 16. 24.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Joint Participation Agreement (JPA) Number 4222571 84 01, Providing Fiscal Year 2014-2015 Transit Block Grant Funding to Escambia County Area Transit

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Joint Participation Agreement Providing Funding for Operations for Fixed Route Service, Fiscal Year 2014-2015, Transit Block Grant Funding to Escambia County Area Transit - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Public Transportation Joint Participation Agreement (JPA), Financial Project Number 4222571 84 01, Providing Fiscal Year 2014-2015, Transit Block Grant Funding to Escambia County Area Transit (ECAT):

- A. Approve the JPA, Financial Project Number 4222571 84 01, providing Fiscal Year 2014-2015 Transit Block Grant Funding to (ECAT);
- B. Adopt the Resolution authorizing the application and acceptance of these funds; and
- C. Authorize the Chairman to execute the Resolution, JPA Notification of Funding, and all other required documents pertaining to this JPA without further action of the Board.

[Funding: The required 50% match of \$809,493 is included in ECAT's Fiscal Year 2014/2015 Budget. There will be no additional costs to the County as a result of this action]

BACKGROUND:

The JPA will provide mass transit operations funding for ECAT in FY 2014-2015. Funds are allocated to mass transit systems by Florida Department of Transportation (FDOT) from State Transportation Block Grant Funds annually and must be accepted by the receiving agency.

BUDGETARY IMPACT:

The required 50% match of \$809,493.00 is included in ECAT's FY 2014/2015 budget. There will be no additional costs to the County as a result of this action.

LEGAL CONSIDERATIONS/SIGN-OFF:

Funds cannot be utilized until the JPA has been approved by the BCC and executed by the chairman.

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the JPA and the Resolution.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

ECAT staff will continue to coordinate with Florida Department of Transportation staff to complete all implementation requirements.

Upon approval of this Recommendation, the Chairman will need to sign the Resolution and three original copies of the JPA. The Clerk's Office will then need to certify two copies of the Resolution for FDOT, and retain the original for the official records. ECAT staff will forward the three signed original copies of the JPA and two certified copies of the Resolution to FDOT for final signatures and for their files.

Attachments

JPA

Resolution

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-08
PUBLIC TRANSPORTATION
OGC - 04/14
Page 1 of 14

Financial Project Number(s): (Item-segment-phase-sequence) 4222571 84 01	Fund: DDR/DPTO	FLAIR Category.: 088774
	Function: 680	Object Code: 750010
	Federal Number:	Org. Code: 55032020329
Contract Number:	DUNS Number: 80-939-7102	Vendor No.: F596000598007
CFDA Number:	Agency DUNS Number: 075079673	CSFA Number: 55010
CFDA Title:		CSFA Title: Block Grant

THIS AGREEMENT, made and entered into this _____ day of _____,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and Escambia County Board of County Commissioners
221 Palafox Place, Pensacola, Florida 32502
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed
on or before 9/30/2017 and this Agreement will expire unless a time extension is provided
in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described,
and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including
the implementation of an integrated and balanced transportation system and is authorized under
341.052

Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, In consideration of the mutual covenants, promises and representations herein, the parties agree
as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is
to provide Block Grant transit operating assistance.

and as further described in Exhibit(s) A, B, C, & D attached hereto and by this reference made a part
hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the
terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the
project will be undertaken and completed.

2.00 Accomplishment of the Project:

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is \$ See Exhibit "B". This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ See Exhibit "B" as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audit Authority: In addition to the requirements below, the Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, Florida's Chief Financial Officer or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

6.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 as revised and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133 as revised, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

6.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, Paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.
3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from non-state entities.
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133 as revised, by or on behalf of the recipient directly to each of the following:

A. The Department at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133 as revised, submitted to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133 as revised.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 as revised is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133 as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

In addition, pursuant to Section .320 (f), OMB Circular A-133 as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133 as revised, and any management letters issued by the auditor, to the Department at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
 - A. The Department at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133 as revised, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 as revised or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

6.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

6.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

6.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Three Public Transportation Office 1074 Highway 90 East Chipley, FL, 32428 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's *Travel Form No. 300-000-01*. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

9.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services:

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, *et seq.*), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, *et seq.*, which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, *et seq.*), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

12.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

12.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before 9/30/2017. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

17.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

21.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

Escambia County Board of County Commissioners

AGENCY NAME

Lumon J. May

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

Chairman

TITLE

DEPARTMENT OF TRANSPORTATION

TITLE

LEGAL REVIEW

DEPARTMENT OF TRANSPORTATION

See attached Encumbrance Form for date of Funding
Approval by Comptroller

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____

Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title: [Signature]

Date: 4/25/14

FINANCIAL PROJECT NO. 4222571 84 01

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES
MULTI-YEAR CONTRACT

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County.

PROJECT LOCATION: Escambia County

PROJECT DESCRIPTION: This agreement provides for the Department's participation in the Agency's operational, administrative, and managerial expenses using State Block Grant funds for cost associated with the fixed route transit system. This funding provides 50% of the operating cost of public transportation services in the urbanized area.

Scope: Provide public bus transit services to people in urbanized area within the Escambia County operating area in the manner described in the Agency's grant application and performed in accordance with the requirements of the State Public Transit Block Grant Program Procedure 725-030-030 and the provisions of this Agreement.

Deliverables: Agency shall demonstrate the rendition of services as described in the Scope above by submitting invoices for reimbursement in the form and manner, and with the supporting documentation required, by the Department including without limitation Agency's total costs of administration, management, and operations directly incident to the provision of public bus transit services (but excluding depreciation or amortization of capital assets). Such invoices shall be submitted at such times as the Department may require.

Additional Requirements: Agency shall:

- Submit Project in TransCip along with a letter of request.
- Submit TDP or Annual Progress Report by September 1 in accordance with FAC Rule 14-73 along with the Fare Box Recovery Ratio report.
- Submit NTD Report by way of TransCip after approval by FTA.
- Notwithstanding the provisions of Exhibit "C," submit Performance Measures for approval by the Department by September 15 and publish as indicated in FDOT Procedure 725-030-030, attachment A.
- Submit quarterly reports, including ridership and goals, milestones, through TransCip.
- Relevant pages from the Transportation Improvement Plan ("TIP") for the year funds were allocated submitted to Department.
- Submit final report through TransCip upon completion to include summarization of the success, problems, and recommendations.
- Detailed budget that delineates all operating expenses with the project and clearly defines the expenses associated with the project as it relates to the transit system submitted to Department

SPECIAL CONSIDERATIONS BY AGENCY: See Exhibit "C".

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project number and the Federal Identification number, where applicable and the amount of state funding actions (receipt and disbursement of funds) and any federal or local funding actions and the funding action from any other source with respect to the project. In accordance with 12.10, Third Party contracts must be approved by the Department.

SPECIAL CONSIDERATIONS BY DEPARTMENT: See Exhibit "C".

Third Party agreements between the Bay County TPO and First Transit Group, Inc. is hereby approved.

FINANCIAL PROJECT NO. 422257 1 84 01

**EXHIBIT "B"
PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the **State of Florida, Department of Transportation and Escambia County Board of County Commissioners**, referenced by the above Financial Project number.

The Department has programmed the funding amounts shown below in the most currently adopted Work Program. The funding for subsequent years are based upon federal and/or state appropriation levels and on the distribution formula as outlined in Exhibit "C". This funding will be made available, annually, in the following manner. After all program requirements have been met, the Department will encumber funds for that fiscal year and will advise the agency in writing of the amount of funding available and beginning date when eligible project cost may be incurred through Notification of Grant Award (NOGA). This notification **must** be signed by the agency and returned to the Department.

		FY 14/15
Local Funding (LF)	(50%)	\$ 809,493
Federal Pass through Funding (DU)	(%)	\$
State Funding (DDR/DS)	(50%)	\$ 809,493
	TOTAL	\$1,618,986

It is the intent of the Department to participate in the project to the level of funding encumbered not to exceed 50% of the eligible and allowable non-federal share or whichever is less.

EXHIBIT "C"

This exhibit forms an integral part of that certain Joint Participation Agreement between the **State of Florida, Department of Transportation and Escambia County Board of County Commissioners.**

REF: Section 341.052 F.S.

The Department shall provide block grant funds for eligible capital and operating costs of public bus transit and local public fixed Guide way projects. Eligibility of this Agency to receive grant funding is provided in Sec. 341.052(1) F.S., and Section 5307 and 5311 of the Federal Transit Act, 49 U.S.C. 5307, and 49 U.S.C. 5311 respectively.

Eligible transit capital costs means any costs that would be defined as capital costs by the Federal Transit Administration.

Eligible transit operating costs are the total administrative, management, and operation costs directly incident to the provision of public bus transit services, excluding any depreciation or amortization of capital assets.

Block grant funds shall not exceed local revenue during the term of this agreement.

Local revenue is defined as the sum of money received from local government entities to assist in paying transit operation costs, including tax funds, and revenue earned from fare box receipts, charter service, contract service, express service and non - transportation activities.

Block grant funds shall not supplant local tax revenues made available for operations in the year immediately preceding this agreement.

State participation in eligible public transit operating costs may not exceed fifty (50) percent of such costs or an amount equal to the total revenue, excluding farebox, charter, and advertising revenue and federal funds, received by the provider for operating costs, whichever amount is less.

The Agency shall require the independent auditor, retained to perform the audit as required by the Single Audit Act of 1984, to specifically test and certify that these limitations (...funds shall not exceed local revenue...funds shall not be expended for depreciation or amortization of capital assets...funds shall not supplant local tax revenues made available for operations in the previous year) of the block grant program as delineated in Chapter 341.052 F.S., have been adhered to.

FORMULA INFORMATION

As authorized in Section 341.052, Florida Statute the annual appropriation in the program is divided by formula and then distributed to each eligible transit system. The formula described below is adjusted each year based on data received from the transit systems' federally required National Transit Data (NTD) report. A copy of the NTD report is required to be sent to the Department each year.

Distribution is accomplished through a multiple step process. 15% of the appropriation is given to the Commission for the Transportation Disadvantage to be distributed to the Community Transportation Coordinators in accordance with Chapter 427, Florida Statutes. The remaining 85% is divided into three equal portions. Each eligible transit system receives a percentage of the first portion based on their percentage of total population served; the second portion is allocated based on their percentage of total revenue miles of service provided; and the third portion is allocated based on their percentage of total passengers carried. The total of all three portions is the total available allocation for each eligible transit system in the state.

NATIONAL TRANSIT DATA BASE (NTD)

The Agency shall provide the Department with two (2) copies of its most current adopted budget together with two (2) copies of the NTD report. Unless the adopted budget uses a format consistent with the NTD report, the copy provided to the Department will indicate how the projections for total local revenue, local tax revenue made available for operations, and depreciation and amortization costs, as they will appear in the NTD report, can be identified.

PERFORMANCE MEASURES in accordance with the Florida Statutes 341.041(3) and 341.071

The Agency shall publish in the local newspaper of its area, in the format prescribed by the Department, the productivity and performance measures established for the transit providers most recently completed fiscal year and the prior fiscal year. This report shall be approved by the Department of Transportation prior to its publication. This report shall be submitted to the Department no later than September 15 each year, and published either by November 1, or no later than twenty eight (28) calendar days of the Department's written approval of the report. The Agency shall furnish an affidavit of publication to the Department within twenty eight (28) calendar days of publication.

TRANSIT DEVELOPMENT PLAN (TDP)

The Agency shall submit a Transit Development Plan (TDP) to the Department by July 1 each year.

A TDP shall comply with the following elements at a minimum.

1. The TDP shall identify and list community goals and policies with respect to transportation and land use in general and specifically to transit service.
2. The TDP shall identify and quantify the community's need for transit service using demographic, social economic, land use, transportation, and transit data as appropriate. There shall be an opportunity for the public to express the need for transit service improvements, such as but not limited to, Citizens Advisory Committees and workshops.
3. The TDP shall include an analysis of the service currently provided in the community by public and private transit service providers in terms of quality and quantity of service. The TDP shall present an analysis of any variation between the need identified and the service provided and present alternative methods of addressing any deficiencies (and the costs and benefits of each.) The process for selecting an alternative method implementation shall include an opportunity for public participation.
4. The TDP shall present a five year program for implementing the alternative selected. The five year program shall include: maps indicating areas served and the type and level of service to be provided, a monitoring program to track performance measures, a five year financial plan listing operating and capital expenses and anticipated revenues by source, and, a list of projects or services for which funding has not been identified. The last three years of the program may be presented with less detail than the first two years.
5. The TDP shall not be in conflict with the approved local government comprehensive plan and the comprehensive (long range) transportation plan.
6. The TDP is to be reviewed, revised as necessary, and adopted annually and submitted to the Department by July 1 of each year. The annual review and revision may be limited to refinements and extensions of the five year program. Major updates, to be completed every third year, shall include all elements of a TDP as defined herein.

Mark the required Safety submittal or provisions for this agreement if applicable.

Safety Requirements

 X Bus Transit System - In accordance with Florida Statute 341.061, and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.

 Fixed Guide way System - (established) In accordance with Florida Statute 341.061, the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety Program Plan, pursuant to Rule Chapter 14-55.

 Fixed Guide way System - (new) In accordance with Florida Statute 341.061, the Agency shall submit a certification attesting to the adoption of a System Safety Program Plan pursuant to Rule Chapter 14-55. Prior to beginning passenger service operations, the Agency shall submit a certification to the Department that the system is safe for passenger service.

Other items may be added as required.

EXHIBIT D

FINANCIAL PROJECT NO. 4222571 84 01

FEDERAL RESOURCES

Federal Agency Amount Catalog of Federal Domestic Assistance (Number & Title)

Compliance Requirements

- 1.
- 2.
- 3.

STATE RESOURCES

State Agency Amount Catalog of State Financial Assistance (Number & Title)
\$809,493 55010

Compliance Requirements

1. See Attachment 1
2. See Exhibit C
- 3.

Matching Resources for Federal Programs

Federal Agency Amount Catalog of Federal Domestic Assistance (Number & Title)

Compliance Requirements

- 1.
- 2.
- 3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit D be provided to the recipient.

ATTACHMENT 1

Program Objectives:	The Public Transit Block Grant Program was enacted by the Florida Legislature to provide a stable source of funding for public transit. Block grant funds are to be used for eligible capital and operating costs of public transportation providers and transit service development and transit corridor projects. (FDOT Procedure Topic Number 725-030-030-f)
Program Procedures:	<p>Public Transit Block Grant Program funds are to be awarded to those public transit providers eligible to receive funding from the Federal Transit Administration's Section 5307 and 5311 programs and to Community Transportation Coordinators (CTC). A CTC is a transportation entity so designated by the Florida Commission for the Transportation Disadvantaged (CTD) as provided for in Chapter 427, Florida Statutes, to serve the transportation disadvantaged population within a designated service area. The FDOT will distribute 85 percent of the funds to Section 5307 providers and to Section 5311 providers who are not CTC as defined in this procedure. The CTD will distribute 15 percent of the funds to CTCs according to their own procedures. (FDOT Procedure Topic Number 725-030-030-f, Section 1.1)</p> <p>Federal Transit Administration's Section 5307 Program funds may be granted to public agencies in urbanized areas with a population of 50,000 or more. Such an agency becomes eligible to receive block grant funds when the annual element of its Transportation Improvement Program contains a block grant project. (FDOT Procedure Topic Number 725-030-030-f)</p> <p>Federal Transit Administration's Section 5311 Program funds may be granted for the purpose of providing public transportation outside the urbanized area. (FDOT Procedure Topic Number 725-030-030-f)</p>
Compliance Requirement:	In developing audit procedures to test compliance with the requirements for a state project, the auditor should first look to Part Two, Matrix of Compliance Requirements, to identify which of the 10 types of compliance requirements described in Part Three of the Compliance Supplement are applicable and then look to Parts Three and Four for the details of the requirements.
Activities Allowed:	<p>Block grant funds may be used for eligible capital and operating costs of public transit providers. Funds may also be used for transit service development and transit corridor projects. Projects shall be consistent with applicable approved local government comprehensive plans. Local tax revenue made available for operating costs shall not be supplanted by block grant funds. (FDOT Procedure Topic Number 725-030-030-f, Section 1.2 and 1.3)</p> <p>All projects must be consistent, to the maximum extent feasible, with the approved local government comprehensive plans of the units of local government in which the project is located. (Section 341.052(2),(c), Florida Statutes)</p> <p>If an audit reveals that an eligible provider expended block grant funds on unauthorized uses, the provider must repay to FDOT an amount equal to funds expended for unauthorized uses. (Section 341.052(7),(c), Florida Statutes)</p>
Allowable Costs:	<p>Cost for which public transit block grant program funds may be expended Include:-</p> <ol style="list-style-type: none">1) Cost of public bus transit and local public fixed guideway capital projects.2) Costs of public bus transit service development and transit corridor projects. Whenever block grant funds are used for a service development project or a transit corridor project, the use of such funds is governed by Section 341.051, Florida Statutes. Local transit service development projects and transit corridor projects currently operating under contract with FDOT shall continue to receive state funds according to the contract until such time as the contract expires. Transit corridor projects, wholly within one county, meeting or exceeding performance criteria as described in the contract shall be continued by the transit provider at the same or higher level of service until such time as FDOT, the Metropolitan Planning Organization and the service provider agree to discontinue the service. The provider may not increase fare for service in transit corridor projects wholly within one county without the consent of FDOT.3) Cost of public bus transit operations. (Section 341.052(2), Florida Statutes)

Procurement Guidance for Transit Agencies

Escambia County BCC complies with the federal, state, and local regulations.

The procurement guidelines enclosed herein reflect applicable clauses and purchasing requirements. Based on The procurement method used Federal certifications and requirements included. Procurements will conform to All applicable federal and state laws. These guidelines comply with 49CFR 18.36, FTA C 4220.1F, Chapter 3 and Florida Statutes , 287.

Board of County Commissioners
Escambia County, Florida

Luman J. May, Chairman
Signature

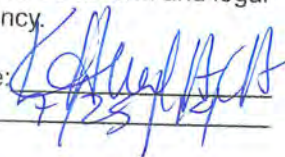
ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title:

Date:


7/23/14

Escambia County BCC

certifies the Third Party contract(s)

(Agency)

has been procured in accordance with Chapter 287, Florida Statutes, Chapter 60A Florida Administrative Code and/or Federal Transit Administration (FTA) Best Practices Procurement Manual.

Board of County Commissioners
Escambia County, Florida

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title: K. H. ACH

Date: 7/25/14

RESOLUTION NUMBER R2014-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County has the authority to apply for and accept grants and make purchases and expend funds pursuant to grant awards made by The Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and by the Federal Administration Act of 1964, as amended; and

WHEREAS, the Florida Department of Transportation has indicated a willingness to participate in a Joint Participation Agreement 4222571 84 01 Providing \$809,493 in Block Grant funds for transit operating cost associated with the Escambia County mass transit operation budget for FY 14/15.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners approves the Joint Participation Agreement 4222571 84 01 between Florida Department of Transportation and Escambia County providing for Block Grant transit operating assistance and authorizes the Chairman to sign all required documents.

SECTION 3. That this Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____ 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title: _____
Date: 7/25/14



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6544

County Administrator's Report 16. 25.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Joint Participation Agreement (JPA) 4213682 84, Providing Fiscal Year 2014-2015 5311 Non-Urbanized Area Formula Program Grant Funding to ECAT

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Joint Participation Agreement, Providing Fiscal Year 2014-2015 Section 5311 Non-Urbanized Area Formula Program Grant Funding to Escambia County Area Transit - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning State of Florida Department of Transportation Public Transportation Joint Participation Agreement (JPA), Financial Project Number 4213682 84, providing Fiscal Year 2014-2015, Section 5311 Non-Urbanized Area Formula Program Grant funding to Escambia County Area Transit (ECAT):

A. Approve the JPA, Financial Project Number 4213682 84, providing for Florida Department of Transportation (FDOT) participation in the amount of \$158,258 of Fiscal Year 2014/2015 funding to Escambia County Area Transit (ECAT);

B. Adopt the Resolution authorizing the application and acceptance of these funds; and

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

[Funding: There will be no additional costs to the County as a result of this action. Projects funded by this JPA are included in the Fiscal Year 2014/2015 Budget]

BACKGROUND:

The Section 5311 Non-urbanized Area Formula Program provides Federal operating dollars to eligible recipients who operate/contract public transportation service in non-urbanized areas. Eligible recipients may receive annual Section 5311 allocations to offset operational expenses of public transportation service operated/contracted in non-urbanized areas. This grant funds 50% of the transit route to the Town of Century. The required 50% match of \$158,258.00 is included in ECAT's FY 2014/2015 budget. There will be no additional costs to the County as a result of this action.

Grant recipients must have the requisite fiscal and managerial capability to carry out the project

and the legal authority to receive Federal and State funds. Escambia County is the eligible local recipient of FDOT grant funding.

BUDGETARY IMPACT:

The required 50% match of \$158,258.00 is included in ECAT's FY 2014/2015 budget. There will be no additional costs to the County as a result of this action.

LEGAL CONSIDERATIONS/SIGN-OFF:

Funds cannot be utilized until the JPA has been approved by the BCC and executed by the chairman. This JPA is consistent with prior agreements approved by the County Attorney.

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the JPA and the Resolution.

PERSONNEL:

N/A

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 staff to complete all implementation requirements.

Attachments

JPA
Resolution

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
PUBLIC TRANSPORTATION
OGC - 04/14
Page 1 of 14

Financial Project Number(s): (item-segment-phase-sequence) 4213682 84	Fund: DU	FLAIR Category.: 088774
	Function: 680	Object Code: 790004
	Federal Number: FL18-XO	Org. Code: 55032020329
Contract Number:	DUNS Number: 80-939-7102	Vendor No.: F596000598007
CFDA Number: 20-509	Agency DUNS Number: 075079673	CSFA Number:
CFDA Title: Section 5311		CSFA Title:

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and Escambia County Board Of County Commissioners
221 Palafox Place, Pensacola, FL 32502
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before 9/30/2017 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Chapter 341.051 (1) (a)

Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide FTA Section 5311 funding, operating assistance, for non-urbanized public transportation services in Escambia County.

and as further described in Exhibit(s) A, B, C, & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project:

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is \$ See Exhibit "B". This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ See Exhibit "B" as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audit Authority: In addition to the requirements below, the Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, Florida's Chief Financial Officer or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

6.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 as revised and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133 as revised, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

6.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from non-state entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133 as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Department at the following address:
Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
 - B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133 as revised, submitted to the following address:
Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133 as revised.
2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 as revised is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133 as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:
Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
In addition, pursuant to Section .320 (f), OMB Circular A-133 as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133 as revised, and any management letters issued by the auditor, to the Department at the following address:
Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department at the following address:
Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
 - B. The Auditor General's Office at the following address:
Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
 - A. The Department at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133 as revised, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 as revised or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

6.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

6.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

6.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Three _____ Public Transportation Office Post Office Box 607 Chipley, FL _____, FL, 32428 _____ its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's *Travel Form No. 300-000-01*. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

9.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services:

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, *et seq.*), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, *et seq.*, which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, *et seq.*), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

12.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

12.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before 9/30/2017. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

17.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

21.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

Escambia County Board Of County Commissioners

AGENCY NAME

DEPARTMENT OF TRANSPORTATION

TITLE

Lumon J. May

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

See attached Encumbrance Form for date of Funding
Approval by Comptroller

SIGNATURE

Chairman

TITLE

ATTEST: Pam Childers
Clerk of the Circuit Court

By: Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title: K. H. A. C.

Date: 7/29/14

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES:

This exhibit forms an integral part of that certain Joint Participation Agreement between the **State of Florida, Department of Transportation** and **Escambia County Board of County Commissioners**.

PROJECT LOCATION: Escambia

PROJECT DESCRIPTION: This agreement provides for the Department's participation in the Agency's operational, administrative, and managerial expenses using pass through funds from the Federal Transit Administration Section 5311 Program and as identified in the annual program application by the Agency and on file with the Department. The funding provides 50% of the operating cost of public transportation services in non-urbanized areas.

Scope: Provide transportation to people in non-urbanized areas with Escambia County in the manner as described in the Agency's grant application, and performed in accordance with the requirements of the Section 5311 Program in Florida and the provisions of this Agreement.

Deliverables: Agency shall demonstrate the rendition of services as described in the Scope above by submitting invoices for reimbursement in the form and manner, and with the supporting documentation, required by the Department including without limitation Agency's total administrative, management and operation costs directly related to the provision of transportation as described in the Scope. Such invoices shall be submitted at such times as the Department may require.

Additional Requirements: Agency shall submit:

- Project submitted through TransCip.
- Quarterly reports, including ridership, submitted through TransCip.
- Detailed budget that delineates clearly defined the expenses associated with the project as it relates to the Section 5311 grant submitted to Department.
- Relevant pages showing budget in the Transportation Disadvantage Service Plan(TDSP) and Transportation Improvement Plan (TIP)(urban) submitted to the Department
- DBE reports submitted every six months.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

In accordance with 12.10, third party contracts must be approved by the Department.

See Exhibit "C."

SPECIAL CONSIDERATIONS BY DEPARTMENT: See Exhibit "C."

EXHIBIT "B"

PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the **State of Florida, Department of Transportation and Escambia County Board of County Commissioners.**

MULTI-YEAR JOINT PARTICIPATION AGREEMENT

PROJECT ESTIMATED AND PROGRAMMED BUDGET:

The Department has programmed the funding amounts shown below in the most currently adopted Work Program. The funding for subsequent years are based upon federal and/or state appropriation levels and on the distribution formula as outlined in Exhibit "C". This funding will be made available, annually, in the following manner. After all program requirements have been met, the Department will encumber funds for that fiscal year and will advise the agency in writing, ***NOTIFICATION OF FUNDING FORM***, of the amount of funding available and the beginning date when eligible project cost may be incurred. This notification must be signed by the agency and returned to the Department.

FISCAL YEAR 14/15

Total Estimated Project Cost		\$ 316,516
Local Funding (LF)	(%)	\$ 158,258
Federal-Pass Through Funding (DU)	(50 %)	\$ 158,258
State Funding (DS/DDR)	(%)	\$
TOTAL AMOUNT		\$ 316,516

It is the intent of the Department to participate in the project to the level of funding encumbered not to exceed 50% of the eligible and allowable non-federal share or whichever is less.

FINANCIAL PROJECT NO. 4213682 84

EXHIBT "C"
(Section 5311)

This exhibit forms an integral part of that certain Joint Participation Agreement between the **State of Florida, Department of Transportation and Escambia County Board of County Commissioners.**

This Agreement is in conformance with Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. app. 5311) and Section 341.051(1)(a) Florida Statutes.

The Section 5311 subrecipient shall establish and implement anti-drug and alcohol misuse prevention programs in accordance with the terms of 49 CFR part 655.

The Section 5311 subrecipient shall ensure adherence with all federally required certifications and assurances made in its application to the Department for Section 5311 funds.

FORMULA INFORMATION:

This program is authorized under 49 U.S.C. Subsection 5311 and USDOT, Federal Transit Administration Circular FTA C 9040.1ER, *Nonurbanized Area Formula Program Guidance and Grant Application Instructions*, dated October 1, 1998, as amended. Said circular, Chapter II, Section 3, outlines the formula for federal apportionments under this program. Section 5311 funds are apportioned to the states by a statutory formula based on the ratio of nonurbanized population of each state to the nonurbanized population of all the states, according to the latest available U.S. census data.

The Department's Central Transit Office and District offices, further sub-allocate the state's federal apportionment of Section 5311 funds to eligible sub-recipients using the same nonurbanized population formula as the Federal Transit Administration, which is outlined in FDOT Procedure No. 752-030-004, Section 5311 Program.

This Agreement is in conformance with Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. app. 5311) and Section 341.051(1)(a) Florida Statutes.

The Section 5311 subrecipient shall establish and implement anti-drug and alcohol misuse prevention programs in accordance with the terms of 49 CFR part 655.

The Section 5311 subrecipient shall ensure adherence with all federally required certifications and assurances made in its application to the Department for Section 5311 funds.

The Section 5311 subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the FDOT and FTA, as they may be amended or promulgated from time to time during the term of this contract. Failure to so comply shall constitute a material breach of this contract.

The Section 5311 subrecipient assures the project will be completed in accordance with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

The Section 5311 subrecipient agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, the Section 5311 subrecipient of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, subrecipients may not use federally funded equipment, vehicles, or facilities.

The Section 5311 subrecipient agrees to comply with Buy America requirements outlined in 49 U.S.C. 5323(j) and 49 CFR Part 661, if using the funds granted under this agreement for rolling stock purchases. The recipient also agrees to comply with the pre-award and post delivery requirements outlined in 49 CFR 661.12.

The Section 5311 subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 if the agreement exceeds \$100,000.

The Section 5311 subrecipient agrees to comply with the requirements pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352(b)(5) and 49 CFR Part 19, Appendix A, Section 7.

If this agreement is for a construction project over \$100,000 the recipient must adhere to FTA's bonding requirements as outlined in the Best Practices Procurement Manual.

The 5311 subrecipient agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 if this agreement exceeds \$100,000.

The 5311 subrecipient agrees to comply with all the requirement of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (49U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

The 5311 subrecipient agrees to comply with the Davis-Bacon and Copeland Anti-kickback acts as codified at 40 U.S.C. 3141 and 18 U.S.C. 874 for any agreement exceeding \$2,000.

For any contract over \$2,000 the 5311 subrecipient agrees to comply with the Contract Work Hours and Safety Standards Act codified at 40 U.S.C. 3701.

The 5339 subrecipient agrees to comply with the Transit Employee Protective Agreements as codified in 40 U.S.C. 5311 and 29 CFR Part 215.

The 5339 subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any FDOT requests which would cause the 5339 subrecipient to be in violation of the FTA terms and conditions.

In accordance with Florida Statute 341.061, and Rule 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan pursuant to Rule 14-90 and has performed annual safety inspections of all buses operated.

The agency shall require the independent auditor, retained to perform the audit as required by the **Office of Management (OMB) Circular A-133 and/or the Florida Single Audit Act, 215.97 F.S.**, to specifically test and certify that services funded by the program were provided in non-urbanized areas, that there was no restriction on public use, and that the State and Federal share of eligible costs did not exceed amounts specified in the approved project budget (**Exhibit B**).

Article 12.30 of this agreement require the recipient of Section 5311 funds ensure the Disadvantage Business Enterprises maximum opportunity to compete for and perform contracts. Information on contracts, utilizing 5311 funds, must submit to The District Office biannually.

The direct recipient of Section 5339 funds is responsible for ensuring that any entity, providing transportation services on its behalf, is in compliance with FTA Drug and Alcohol Regulation, 49 C.F.R. Part 655. If a transit system serves only as to pass through non-FTA funding to another transportation agency, the later is not covered by the regulations. Those pass through funds must be clearly identified and distinct from other FTA funds.

Section 5311 funded programs must provide service on a first-come, first-served basis to the general public. **Prioritizing trips is not allowed.**

EXHIBIT D

FEDERAL RESOURCES

Federal Agency Amount
\$158,258

Catalog of Federal Domestic Assistance (Number & Title)
20.509 Formula Grants for other than Urbanized Areas

Compliance Requirements

1. See Attachment 1
2. See Exhibit "C"
- 3.

STATE RESOURCES

State Agency Amount

Catalog of State Financial Assistance (Number & Title)

Compliance Requirements

- 1.
- 2.
- 3.

Matching Resources for Federal Programs

Federal Agency Amount

Catalog of Federal Domestic Assistance (Number & Title)

Compliance Requirements

- 1.
- 2.
- 3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit D be provided to the recipient.

Attachment 1

Authorization (040):

Moving Ahead for Progress in the 21st Century (MAP-21), Public Law 112-141, 49 U.S.C 5311.

Objectives (050):

To improve, initiate, or continue public transportation service in nonurbanized areas (rural areas and small cities under 50,000 in population) and to provide technical assistance for rural transportation providers.

Types of Assistance (060):

FORMULA GRANTS

Uses and Use Restrictions (070):

Section 5311 funds may be used for eligible capital expenses, project administration, and operating expenses needed to provide efficient and coordinated public transportation service in nonurbanized areas. States may use up to 15 per cent of the annual apportionment for planning and program administration. Job Access and Reverse Commute projects are also eligible under the program. Projects must provide for the maximum feasible coordination of public transportation sources assisted under this section with transportation services assisted by other Federal sources, and must provide for the maximum feasible participation of private operators. Fifteen percent of the State's annual apportionment must be spent to support rural intercity bus transportation, unless the governor certifies that such needs are adequately met. Rural Transit Assistance Program (RTAP) funds may be used for technical assistance, training, research, and related support services. States may use up to 10 per cent of the annual apportionment for planning and program administration. Projects must provide for the maximum feasible coordination of public transportation sources assisted under this section with transportation services assisted by other Federal sources, and must provide for the maximum feasible participation of private operators. Fifteen percent of the State's annual apportionment must be spent to support rural intercity bus transportation, unless the governor certifies that such needs are adequately met. Rural Transit Assistance Program (RTAP) funds may be used for technical assistance, training, research, and related support services.

Eligibility Requirements (080)

Applicant Eligibility (081):

Only designated State agencies and Indian Tribes may apply directly to FTA for grants. Eligible sub-recipients may include State agencies, local public bodies and agencies thereof, nonprofit organizations, Indian tribes, and operators of public transportation services, including intercity bus service, in rural and small urban areas. Private for-profit operators of transit or paratransit services may participate in the program only through contracts with eligible recipients. Private intercity bus operators may participate as subrecipients or through contracts. Urbanized areas, as defined by the Bureau of the Census, are not eligible.

Beneficiary Eligibility (082):

The general public, both users and nonusers, and private and public providers of public transportation in nonurbanized areas.

Credentials/Documentation (083):

The State agency must be designated by the Governor to administer the program. Projects must be included in the State Transportation Improvement Program (STIP) approved by FTA and FHWA. The state and subrecipients must agree to the standard labor protection warranty for the program. Environmental assessments may be required. Compliance with FTA's annual list of Certifications and Assurances is required. Eligible coast must be in accordance with OMB Circular A-87. The state must submit a program of projects listing all subrecipients and projects in accordance with FTA Circular 9040.1F issued April 4, 2007. FTA annually issues a Federal Register Notice of apportionments, allocations and program information. For fiscal year 12, the publication date was May 9, 2012.. Prior year notices can be found on the FTA website at www.fta.dot.gov or by contacting the appropriate FTA regional office to obtain copies or publication dates. OMB Circular No. A-87 applies to this program.

Application and Award Process (090)

Preapplication Coordination (091):

Preapplication coordination is required. Environmental impact information is not required for this program. This program is eligible for coverage under E.O. 12372, "Intergovernmental Review of Federal Programs." An applicant should consult the office or official designated as the single point of contact in his or her State for more information on the process the State requires to be followed in applying for assistance, if the State has selected the program for review.

Application Procedures (092):

This program is excluded from coverage under OMB Circular No. A-102. This program is excluded from coverage under OMB Circular No. A-110. Eligible sub-recipients should submit application to the State agency designated by the Governor to administer the program. This agency will evaluate and select eligible applicants and submit a program of projects to the Federal Transit Administration. The provisions of 49 CFR, Part 18, apply to the state and governmental bodies, and 49 CFR Part 19 applies to the private non-profit organizations.

Award Procedure (093):

The Federal Transit Administration approves the State's program of projects. An FTA grant award obligating Federal funds is reflected in a grant agreement. To access funds, the state must execute the grant agreement. The state implements grant agreements or other instructions with the subrecipients.

Deadlines (094):

Contact the headquarters or regional office, as appropriate, for application deadlines

Standard Lobbying Certification Form

The undersigned

certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Board of County Commissioners
Escambia County, Florida

ATTEST: Pam Childers
Clerk of the Circuit Court

Lumon J. May, Chairman

By: _____
Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 7/29/14

Procurement Guidance for Transit Agencies

Escambia County BCC complies with the federal, state, and local regulations.

The procurement guidelines enclosed herein reflect applicable clauses and purchasing requirements. Based on The procurement method used Federal certifications and requirements included. Procurements will conform to All applicable federal and state laws. These guidelines comply with 49CFR 18.36, FTA C 4220.1F, Chapter 3 and Florida Statutes , 287.

Board of County Commissioners
Escambia County, Florida

Lumon J. May, Chairman

Approved as to form and legal sufficiency.

By/Title:

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Escambia County BCC certifies the Third Party contract(s)

(Agency)

has been procured in accordance with Chapter 287, Florida Statutes, Chapter 60A Florida Administrative Code and/or Federal Transit Administration (FTA) Best Practices Procurement Manual.

Board of County Commissioners
Escambia County, Florida

Lumon J. May, Chairman

Approved as to form and legal
sufficiency.

By/Title: K. Hual A. C. A.

Date: 7/29/14

ATTEST: Pam Childers
Clerk of the Circuit Court

By: Deputy Clerk

RESOLUTION NUMBER R2014-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County has the authority to apply for and accept grants and make purchases and expend funds pursuant to grant awards made by The Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and by the Federal Administration Act of 1964, as amended; and

WHEREAS, Escambia County has the authority to sign and submit a 5311 Non-Urbanized Area Formula Program grant application and supporting documents and assurances to the Florida Department of Transportation; and

WHEREAS, the Florida Department of Transportation has indicated a willingness to participate in a Joint Participation Agreement 4213682 84 providing \$158,258 in 5311 Non-Urbanized Area grant funds for transit operating costs associated with the Escambia County mass transit operation budget for FY 14/15.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners approves the Joint Participation Agreement 4213682 84 between Florida Department of Transportation and Escambia County providing for \$158,258 in Florida State 5311 Non-Urbanized Area grant funding in support of Escambia County Area Transit (ECAT) services during FY 2014/2015.

SECTION 3. That this Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____ 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title: Kathleen Acit
Date: 7/25/14



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6545

County Administrator's Report 16. 26.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Memorandum of Agreement for Signalization at State Road (SR) 95/US 29 (Highway 29) and State Road (SR) 97 (Highway 97)

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Agreement Regarding Payment Information for the Signalization Project at State Road 95/US 29 (Highway 29) and State Road 97 (Highway 97) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Memorandum of Agreement (MOA) regarding payment information for the Signalization Project at State Road (SR) 95/US 29 (Highway 29) and State Road (SR) 97 (Highway 97):

A. Approve and authorize the Chairman to sign the Memorandum of Agreement regarding payment information for the signalization project at SR 95/US 29 (Highway 29) and SR 97 (Highway 97); and

B. Authorize staff to sign any additional documents associated with this MOA and the construction costs related to this intersection and signal.

[Funding Source: Fund 352, "LOST III," Account 210107, Object Code 56301, Project #14EN3015]

BACKGROUND:

Meeting in regular session on October 17, 2013, the Board of County Commissioners authorized Lumon J. May, Chairman, to sign a Resolution expressing the Board's support for an upgraded, full traffic signal at the intersection of SR 95/US 29 (Highway 29) and SR 97 (Highway 97). Staff subsequently met with Tommy Barfield, Secretary, District 3, Florida Department of Transportation (FDOT) and discussed the upgrade. Subsequently, FDOT staff performed an analysis, which determined that the intersection met the criteria which warranted an upgraded traffic signal.

FDOT has issued the 100% design for agency review and will construct the upgrade with Escambia County covering the construction costs. On June 3, 2014, the Board of County Commissioners adopted a Resolution supporting the installation of mast arms and signalization of the intersection of SR 95/US 29 (Highway 29) and SR 97 (Highway 97) and authorized the Chairman to sign the Locally Funded Agreement (LFA) between the Florida Department of

Transportation and Escambia County, Project #220876-8-52-33.

At that time, the County Attorney's Office had the following two concerns:

- 1) There was no provision for capping the County's funding obligations; and
- 2) There was no provision requiring mutual agreement for any budget increases.

On July 23, 2014, FDOT notified the Transportation and Traffic Operations Division that they would need a Memorandum of Agreement (MOA) executed prior to executing the LFA.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352 "LOST III", Account 210107, Object Code 56301, Project #14EN3015.

Escambia County will, within fourteen calendar days after the execution of this Agreement, furnish FDOT with a deposit in the amount of \$265,400, which is full payment of the County's estimated cost of the project.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and signed off on the Memorandum of Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon the Board's approval of this recommendation, the Chairman will need to sign five original copies of the Memorandum of Agreement. Transportation and Traffic Operations staff will forward the five signed original copies of the Agreement to FDOT for final signatures and for their files. The Clerk's office will furnish FDOT with a check in the amount of \$265,400 within fourteen calendar days of final execution.

Attachments

MOA

BCC Action_060314

MEMORANDUM OF AGREEMENT

PROJECT # 220876-8-52-33

This Agreement is made and entered into on August 21, 2014, by and between the State of Florida, Department of Transportation, hereinafter referred to as DEPARTMENT, the State of Florida, Department of Financial Services, Division of Treasury, hereinafter referred to as TREASURY, and Escambia County, hereinafter referred to as the COUNTY.

RECITALS

- 1 The DEPARTMENT is currently administering the following project:
Financial Project Number: 220876-8-52-33
County: Escambia

hereinafter referred to as the PROJECT.

2. The DEPARTMENT and the COUNTY entered into a Locally Funded Agreement, hereinafter referred to as LFA, dated June 3, 2014, wherein DEPARTMENT is undertaking the installation of mast arms and the addition of signalization at the intersection of SR 95/US 29 and SR 97(hereinafter "the PROJECT"), and COUNTY has agreed to pay the PROJECT costs until completion of the PROJECT.
3. The parties to this Agreement mutually agree that it would be in the best interest of the DEPARTMENT and the COUNTY to establish an interest bearing escrow account to provide funds for the work performed on the PROJECT by the DEPARTMENT.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties incorporate into their agreement the recitals in the foregoing paragraphs and agree to the following:

4. An initial deposit in the amount **TWO HUNDRED SIXTY FIVE THOUSAND FOUR HUNDRED and 00/100 DOLLARS (\$265,400.00)** shall be made by the COUNTY into an interest bearing escrow account established by the DEPARTMENT for the purposes of the PROJECT. Said escrow account will be opened with the TREASURY, on behalf of the DEPARTMENT upon receipt of this Memorandum of Agreement. Such account will be an asset of the DEPARTMENT.

5. Other deposits may be made by the COUNTY as necessary to cover cost increases or the cost of additional work prior to the execution of any Supplemental Agreements or Amendments.

6. Payment will be made as follows (check appropriate payment method):

☐ Wire transfer
☒ ACH deposit
☐ Check

A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible. Following is the wiring and ACH deposit instructions:

For wire transfers: Bank of America
Account # 001009068974
ABA # 026009593
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial Project #220876-8-52-33

For ACH deposits: Bank of America
Account # 001009068974
ABA # 063100277
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial Project #220876-8-52-33

If a check is the method of payment, the check shall be made payable to the Department of Financial Services, Revenue Processing and mailed to DEPARTMENT, OOC-GAO for appropriate processing at the following address:

Florida Department of Transportation
OOC-GAO, LFA Section
605 Suwannee Street, MS 42B
Tallahassee, Florida 32399

A copy of this Agreement should accompany any deposits. When the check is mailed to Tallahassee, the District Office should instruct the COUNTY to mail the District Office a copy of the check.

7. The DEPARTMENT's Comptroller or designee shall be the sole signatories on the escrow account with the TREASURY and shall have sole authority to authorize withdrawals from said account.

8. Unless instructed otherwise by the DEPARTMENT, all interest accumulated in the escrow account shall remain in the account for the purposes of the PROJECT as defined in the LFA.

9. The TREASURY agrees to provide written confirmation of receipt of funds to the DEPARTMENT.

10. The TREASURY further agrees to provide periodic reports to the DEPARTMENT.

[Signature Block on Next Page]

STATE OF FLORIDA

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
COMPTROLLER

Date: _____

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF TREASURY

Date: _____

Board of County Commissioners
ESCAMBIA COUNTY, Florida

COUNTY SIGNATURE

Lumon J. May, Chairman

COUNTY NAME & TITLE

Date: _____

221 Palafox Place

COUNTY ADDRESS

FEDERAL EMPLOYER I.D. NUMBER

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title: K. H. Alch
Date: 5/25/14

THE FOLLOWING WAS NOT PROVIDED TO THE CLERK'S OFFICE:
AGREEMENT WITH THE FLORIDA DEPT OF TRANSPORTATION

6/3/2014 CAR II-21A

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE INSTALLATION OF MAST ARMS AND SIGNALIZATION AT THE INTERSECTION OF SR 95/US 29 (HIGHWAY 29) AND SR 97 (HIGHWAY 97); AUTHORIZING THE CHAIRMAN TO SIGN THE LOCALLY FUNDED AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY FOR PROJECT #220876-8-52-33; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County and the Florida Department of Transportation (FDOT) have determined that is in the best interest of all concerned to install mast arms and add signalization at the intersection of SR95/US 29 (Highway 29) and SR 97 (Highway 97); and

WHEREAS, Escambia County will, within fourteen days of execution of this Agreement, furnish the FDOT an advance deposit in the amount of \$265,400 for full payment of the County's share of the estimated project cost; and

WHEREAS, the completion of the proposed Project at this location will provide a safer intersection with a higher level of service for the motoring public in Escambia County.

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

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

SECTION 2. That the Board of County Commissioners hereby supports the installation of an upgraded full traffic signal with structural mast arms at the intersection of SR 95/US 29 (Highway 29) and SR 97 (Highway 97).

SECTION 3. That the Board supports the installation of a mast arms and signalization at the intersection of SR 95/US 29 (Highway 29) and SR 97 (Highway 97).

SECTION 4. That the Board authorizes the Chairman to sign the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County for Project #220876-8-52-33.

SECTION 5. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this 3rd day of June 2014.

Date Executed

June 3, 2014

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May
Lumon J. May, Chairman

Approved as to form and legal
sufficiency.

By/Title: K. Huel ACA
Date: 5/14/14

ATTEST: Pam Childers
Clerk of the Circuit Court

By: Elizabeth Crew
Deputy Clerk





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6192 County Administrator's Report 13. 21.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Locally Funded Agreement for Signalization at SR 95/US 29
(Highway 29) and SR 97 (Highway 97)

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Locally Funded Agreement for Signalization at SR 95/US 29 (Highway 29) and SR 97 (Highway 97) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Signalization at SR 95/US 29 (Highway 29) and SR 97 (Highway 97):

A. Adopt the Resolution supporting the installation of mast arms and signalization at the intersection of SR 95/US 29 (Highway 29) and SR 97 (Highway 97) and authorizing the Chairman to sign the Locally Funded Agreement between the Florida Department of Transportation and Escambia County, Project #220876-8-52-33; and

B. Approve the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County, Project #220876-8-52-33.

[Funding Source: Fund 352, "LOST III," Account 210107, Object Code 56301, Project #14EN3015]

BACKGROUND:

Meeting in regular session on October 17, 2013, the Board of County Commissioners authorized Lumon J. May, Chairman, to sign a Resolution expressing the Board's support for an upgraded, full traffic signal at the intersection of SR 95/US 29 (Highway 29) and SR 97 (Highway 97).

Staff subsequently met with Tommy Barfield, Secretary, District 3, Florida Department of Transportation (FDOT) and discussed the upgrade. Staff was advised that FDOT would perform an analysis to see if the intersection warranted the upgraded traffic signal. It was determined that, if the intersection met the criteria, FDOT would design and construct the upgrade and Escambia County would pay for the construction. The

intersection did meet the warrants and currently FDOT has a design which is 60% complete.

The County Attorney's Office has two concerns which are:

- 1) There is no provision for capping the County's funding obligations; and
- 2) There is no provision requiring mutual agreement for any budget increases.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352 "LOST III", Account 210107, Object Code 56301, Project #14EN3015.

Escambia County will, within fourteen calendar days after the execution of this Agreement, furnish FDOT with a deposit in the amount of \$265,400, which is full payment of the County's estimated cost of the project.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Resolution and Locally Funded Agreement were reviewed and signed off on by the Legal Department with the understanding that they do have some concerns and would like these brought up for discussion.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon the Board's approval of this recommendation, the Chairman will need to sign five original copies of the Locally Funded Agreement. The Clerk's office will then need to certify five copies of the Resolution for FDOT and retain the original for the official records. Transportation and Traffic Operations staff will forward the five signed original copies of the Agreement and the five certified copies of the Resolution to FDOT for final signatures and for their files. The Clerk's office will furnish FDOT with a check in the amount of \$265,400 within fourteen calendar days of this Agreement.

Attachments

Resolution

LFA

RESOLUTION NUMBER R2014-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE INSTALLATION OF MAST ARMS AND SIGNALIZATION AT THE INTERSECTION OF SR 95/US 29 (HIGHWAY 29) AND SR 97 (HIGHWAY 97); AUTHORIZING THE CHAIRMAN TO SIGN THE LOCALLY FUNDED AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY FOR PROJECT #220876-8-52-33; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County and the Florida Department of Transportation (FDOT) have determined that is in the best interest of all concerned to install mast arms and add signalization at the intersection of SR95/US 29 (Highway 29) and SR 97 (Highway 97); and

WHEREAS, Escambia County will, within fourteen days of execution of this Agreement, furnish the FDOT an advance deposit in the amount of \$265,400 for full payment of the County's share of the estimated project cost; and

WHEREAS, the completion of the proposed Project at this location will provide a safer intersection with a higher level of service for the motoring public in Escambia County.

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

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

SECTION 2. That the Board of County Commissioners hereby supports the installation of an upgraded full traffic signal with structural mast arms at the intersection of SR 95/US 29 (Highway 29) and SR 97 (Highway 97).

SECTION 3. That the Board supports the installation of a mast arms and signalization at the intersection of SR 95/US 29 (Highway 29) and SR 97 (Highway 97).

SECTION 4. That the Board authorizes the Chairman to sign the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County for Project #220876-8-52-33.

SECTION 5. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this ____ day of _____ 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: K. Huerfano, ACA
Date: 3/19/14

**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ESCAMBIA COUNTY**

Project #220876-8-52-33

This Locally Funded Agreement ("AGREEMENT") is between the State of Florida, Department of Transportation ("DEPARTMENT"), and Escambia County, Florida ("COUNTY").

1. The COUNTY and the DEPARTMENT desire to install mast arms and add signalization at the intersection of SR 95/US 29 (Highway 29) and SR 97 (Highway 97) (Section 48040, MP 23.561) in Escambia County, Florida, and as fully described in Exhibit A attached to this AGREEMENT.
2. The DEPARTMENT will undertake and administer the PROJECT, and the COUNTY will pay for the costs of the PROJECT as provided herein.
3. The DEPARTMENT is authorized to enter into this AGREEMENT by §339.12, Florida Statutes, and other sections of the Florida Transportation Code, and the COUNTY has approved this AGREEMENT and authorized its chairman to sign on its behalf as set forth in the Resolution attached hereto as Exhibit B.

Therefore, the DEPARTMENT and the COUNTY agree as follows:

4. The facts stated in the recitals above are true and correct and are incorporated into and made a part of this AGREEMENT.
5. The COUNTY agrees that it will, within fourteen (14) calendar days after the execution of this AGREEMENT, furnish the DEPARTMENT an advance deposit in the amount of \$265,400 for full payment of the estimated cost of the PROJECT. The advance deposit shall be the total estimated cost of the PROJECT. The DEPARTMENT may utilize this advance deposit for the PROJECT costs.
6. The DEPARTMENT may, in its discretion, decide to delay or cancel the PROJECT without liability to the DEPARTMENT if the COUNTY fails to furnish the advance deposit as provided for in paragraph seven (7). The DEPARTMENT may, in its discretion, decide to delay or cancel the PROJECT without liability to the DEPARTMENT if the COUNTY fails to furnish funds as provided for in paragraph.
7. Should PROJECT modifications or changes occur that increase the COUNTY'S share of total PROJECT costs, the COUNTY will be notified by the DEPARTMENT accordingly. The COUNTY agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the PROJECT. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent the actual costs will overrun the award amount. However, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for the PROJECT during the PROJECT and on final accounting as provided herein below. Funds due from the COUNTY during the PROJECT not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to §55.03, Florida Statutes.
8. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty (360) days of final

payment to the Contractor. The DEPARTMENT considers the PROJECT complete when the final payment has been made to the Contractor, not when the work is complete. All PROJECT cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of five (5) years after final close out of the PROJECT. The COUNTY will be notified of the final cost. Both parties agree that in the event the final accounting of total PROJECT costs pursuant to the terms of this AGREEMENT is less than the advance deposit plus any accrued interest, a refund of the excess will be made by the DEPARTMENT to the COUNTY. If the final accounting is not performed within three hundred and sixty (360) days, the COUNTY is not relieved from its obligation to pay.

9. In the event the final accounting of total project costs is greater than the total deposits to date, the COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The COUNTY agrees to pay interest at a rate as established pursuant to §55.03, Florida Statutes, on any invoice not paid within forty (40) calendar days until the invoice is paid.

10. The payment of funds under this AGREEMENT will be made directly to the DEPARTMENT for deposit.

11. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following:

FOR THE COUNTY:

Escambia County Public Works, Joy D. Blackmon, P.E., 3363 West Park Place, Pensacola, Florida 32505

FOR THE DEPARTMENT

Florida Department of Transportation, Attn: District Program Development Manager, 1074 Highway 90, Chipley, Florida 32428

12. The following provisions of §339.135(6)(a), Florida Statutes, are incorporated:

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.

13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this AGREEMENT shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained in this AGREEMENT shall be effective unless contained in a written properly-executed document.

14. This AGREEMENT shall not be more strictly construed against either party because one party

drafted or prepared any or all of the terms and provisions.

15. This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Florida.

16. This AGREEMENT may be executed in two or more counterparts, each of which shall be an original but all of which shall be deemed to be but one agreement.

17. The COUNTY:

(a). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

(b). Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

18. This AGREEMENT shall become effective when all parties have signed it. The date this AGREEMENT is signed by the last party to sign it (as indicated by the date stated under that party's signature) shall be deemed the date of this AGREEMENT.

IN WITNESS WHEREOF, the COUNTY and the DEPARTMENT have executed this AGREEMENT by their authorized representatives.

**Board of County Commissioners
Escambia County, Florida**

By: _____
Name: Lumon J. May
Title: Chairman
Date: _____

Attest: Pam Childers
Clerk of the Circuit Court

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
James T. Barfield, P.E.
District Secretary, District Three
Date: _____

Attest: _____
Executive Secretary (SEAL)

By: _____ (SEAL)
Deputy Clerk

Approved as to form and legal sufficiency:

Kristin D. Hual
Kristin D. Hual
Date: 5/19/14

Legal Review:

Office of the General Counsel
Date: _____



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6551

County Administrator's Report 16. 27.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Amendment #1 to Agreement With State of Florida Commission for the Transportation Disadvantaged

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment No. 1 to Agreement With State of Florida Commission for the Transportation Disadvantaged - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and ratify the County Administrator's signature on Amendment No. 1 to State of Florida Commission for the Transportation Disadvantaged (CTD) Medicaid Non-Emergency Transportation (NET) Program Subcontracted Transportation Provider Agreement, regarding changes in the implementation of Florida's Managed Medical Assistance Program administered by the Agency for Health Care Administration. Escambia County Board of County Commissioners is the Community Transportation Coordinator (CTC) for Escambia County and, as such, is responsible for providing transportation for the transportation-disadvantaged in our county, with funding assistance from the CTD.

The rates for transporting Medicaid-eligible passengers changed on August 1, 2014, due to the implementation of Florida's Managed Medical Assistance Program.

[Funding: The Florida Commission for the Transportation Disadvantaged provides funding for the CTC, available in Fund 104, Mass Transit]

BACKGROUND:

Meeting in regular session on June 26, 2014, the Board of County Commissioners voted to authorize the County Administrator or Assistant County Administrator to sign and execute all further documents which may be required in connection with the Escambia County BCC acting as the Community Transportation Coordinator (CTC).

This Amendment is necessitated by the implementation of Florida's Managed Medical Assistance Program, administered by the Agency for Health Care Administration, and is beyond the control of Escambia County, Board of County Commissioners, also referred to in the Agreement as "Subcontracted Transportation Provider", or STP.

Modifications include: scope of service paragraph one language change, scope of service method of payment section is deleted and Method of compensation added the per member per

month rate. (See attachments)

BUDGETARY IMPACT:

The Florida Commission for the Transportation Disadvantaged provides funding for the CTC, available in Fund 104, "Mass Transit."

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristen Hual, Assistant County Attorney, has certified that this Amendment is in order and is legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Chapter 46, Article II of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

The Escambia County Community Transportation Coordinator representative will forward the original Agreement documents to the State of Florida Commission for the Transportation Disadvantaged (CTD) for signature, and will continue to act as a liaison between the CTD and the subcontracted Operator.

Attachments

Amendment to CTD Medicaid Contract

STATE OF FLORIDA
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
MEDICAID NON-EMERGENCY TRANSPORTATION (NET) PROGRAM
SUBCONTRACTED TRANSPORTATION PROVIDER AGREEMENT
AMENDMENT NO.: 1

AGREEMENT #: BDY38
FINANCIAL PROJECT ID#: 41604318201
F.E.I.D. #: 59-6000598

THIS amendment, entered into on _____, 2014 by and between the State of Florida, Commission for the Transportation Disadvantaged, hereinafter called "Commission" and Escambia County, Board of County Commissioners, 221 Palafox Place, Pensacola, Florida, 32502, hereinafter called "Subcontracted Transportation Provider" for Escambia County(ies).

WHEREAS, this amendment is necessitated by the implementation of Florida's Managed Medical Assistance Program administered by the Agency for Health Care Administration and is beyond the control of the STP.

WHEREAS, this amendment is for the mutual benefit of both parties; and

NOW, THEREFORE, the aforesaid Agreement is hereby amended in the following respects only:

1. Services and Performance: The services and performance of the agreement is not changed.
2. Term of Agreement: The term of this agreement is unchanged.
3. Compensation and Payment: Section I. is deleted in its entirety to remove the contract ceiling and replaced with the following:

For the satisfactory performance of the services and the submittal of Encounter Data as outlined in Exhibit A, Scope of Services, the STP shall be paid a monthly rate for each recipient enrolled in categories identified in Exhibit B, Method of Compensation. The Commission may also reimburse the STP for costs associated with transporting Medicaid recipients to specialized Medicaid compensable services, including services received out of state. The STP must receive approval from the Commission before incurring costs for these specialized services. Such reimbursements will be based on costs of transportation and lodging, supported by receipts, and may include meals and/or per diem not to exceed the State of Florida reimbursement rates per Chapter 112.061, Florida Statutes. The STP shall request payment through submission of a properly completed invoice to the Commission in accordance with Exhibit B, Method of Compensation.

4. Miscellaneous: Section P. is amended to include Attachment 12, Commission for the Transportation Disadvantaged Medicaid Recipient Travel Form.
5. Exhibit A, Scope Of Services - XI Method Of Payment: Section A., Paragraph 1 is deleted in its entirety and replaced with the following:

The Commission shall pay the STP, upon satisfactory completion of all terms and conditions specified in the Agreement, a per-member per-month (PMPM) rate for each category listed below. The PMPM rates shall be a part of this agreement as specified in Exhibit B, Method of Compensation. The number of Medicaid recipient months for each category shall be provided to the STP monthly. The written notification should be provided with the invoice when it is submitted for processing for audit verification.

The total monthly amount to be paid to the STP will be calculated using the number of Medicaid recipient months in each category multiplied by the PMPM rate, then totaling the funds of all categories. Monthly payment amounts will vary due to the changing numbers of Medicaid recipients per category. The Commission may also reimburse the STP for costs associated with transporting Medicaid recipients to specialized Medicaid compensable services, including services received out of state. The STP must receive approval from the Commission before incurring costs for these specialized services. Such

reimbursements will be based on costs of transportation and lodging, supported by receipts, and may include meals and/or per diem not to exceed the State of Florida reimbursement rates per Chapter 112.061, Florida Statutes.

Medicaid Recipients Enrollment Categories:

Excluded Population

- Children receiving services in a prescribed pediatric extended care center (PPEC)
- Presumptively Eligible Pregnant Women (PEPW)
- Women who are eligible only for breast and cervical cancer services

Voluntary Population

- Recipients who have other creditable health care coverage, excluding Medicare.
- Recipients enrolled in the home and community based services waiver pursuant to Chapter 393 needing transportation to a non-waiver Medicaid compensable service, and recipients waiting for waiver services (Persons with Developmental Disabilities).

Mandatory Population

- Medicaid eligible persons not enrolled in a plan.

6. Exhibit A, Scope of Services - XI Method Of Payment: Section C. is deleted in its entirety.
7. Exhibit B, Method of Compensation, of said Agreement is replaced by Amendment Number 1 Exhibit B and is attached hereto and made a part hereof.

EXCEPT as hereby modified, amended, or changed, all other terms of the Agreement dated 7/1/2014 shall remain in full force and effect.

In witness whereof, the authorized representatives of the parties hereto have executed this AMENDMENT, effective August 1, 2014.


STATE OF FLORIDA
COMMISSION FOR THE TRANSPORTATION
DISADVANTAGED

SIGNATURE

Executive Director
TITLE

Steven Holmes
PRINTED NAME

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS



SIGNATURE Jack R. Brown

TITLE County Administrator

JACK R. BROWN
PRINTED NAME


WITNESS


WITNESS

Approved as to form and legal
sufficiency.

By/Title 
Date: 7/22/14

AMENDMENT NO. 1
EXHIBIT B
METHOD OF COMPENSATION

PURPOSE: This Exhibit defines the method of compensation to be made to the contractor for the services set forth in Exhibit "A" and the method by which payments shall be made.

COMPENSATION AND PAYMENTS: The Commission shall pay the STP, upon satisfactory completion of all terms and conditions specified in the Agreement, a per-member per-month (PMPM) rate for each category as listed below.

The number of Medicaid recipient months for each category shall be provided to the STP monthly. The total monthly amount to be paid to the STP will be calculated using the number of Medicaid recipient months in each category multiplied by the PMPM rate, then totaling the funds of all categories. Monthly payment amounts will vary due to the changing numbers of Medicaid recipients per category. The Commission may also reimburse the STP for costs associated with transporting Medicaid recipients to specialized Medicaid compensable services, including services received out of state. The STP must receive approval from the Commission before incurring costs for these specialized services. Such reimbursements will be based on costs of transportation and lodging, supported by receipts, and may include meals and/or per diem not to exceed the State of Florida reimbursement rates per Chapter 112.061, Florida Statutes. Payment requests including meals and/or per diem shall include the Commission for the Transportation Disadvantaged Medicaid Recipient Travel Form.

Medicaid Recipients Enrollment Categories	Per Member Per Month Rate
Excluded Population – PPEC	\$1,333.54
Excluded Population – Other	\$.21
Voluntary Population	\$ 3.43
Mandatory Population	\$.34
Costs associated with transporting Medicaid recipients to specialized Medicaid compensable services, including services received out of state. The STP must receive approval from the Commission before incurring costs for these specialized services.	Reimbursements will be based on costs of transportation and lodging, supported by receipts, and may include meals and/or per diem not to exceed the State of Florida rates per Chapter 112.061, Florida Statutes. Payment requests including meals and/or per diem shall include the Commission for the Transportation Disadvantaged Medicaid Recipient Travel Form.

ATTACHMENT 12

STATE OF FLORIDA
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
MEDICAID NON-EMERGENCY TRANSPORTATION PROGRAM
MEDICAID RECIPIENT TRAVEL FORM

Subcontracted Transportation Provider:	
Contract #:	
Invoice #:	
Medicaid Recipient Name:	
Medicaid Recipient County of Residence:	
Name of Other Persons Traveling with Recipient:	

Date	Travel Performed from Point of Origin to Destination	Purpose or Reason for Travel	Hour of Departure and Return	Class A & B Meal Allowance	Per Diem or Actual Lodging (Receipts must be included)	Map Mileage	Incidental Expenses (Receipts must be included)	
							Amount	Type
				Column Total	Column Total	Total Miles _____	Column Total	SUMMARY TOTAL

I hereby certify or affirm that the above expenses were actually incurred for the provision of transportation services for the recipient as noted above to access Medicaid compensable services and that the claim is true and correct and conforms to every respect with the terms of the contract, Section 112.061, Florida Statutes, Chapter 69I-42 F.A.C., Department of Financial Services Reference Guide, and the Disbursement Handbook for Employees and Managers.

Subcontracted Transportation Provider Manager

Date

Pursuant to the terms of the Contract and Section 112.061(3)(a), Florida Statutes, I hereby certify or affirm that to the best of my knowledge the above travel expenses were incurred by the Subcontract Transportation Provider for the provision of transportation services for the recipient as noted above.

Commission for the Transportation Disadvantaged Project Manager

Date

\$	\$	\$ <u>X @0.445</u>	\$	\$
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Commission for the Transportation Disadvantaged Review:

- ☐ Receipts Attached
- ☐ Agency for Health Care Administration Approval Letter Attached (if applicable)
- ☐ Commission for the Transportation Disadvantaged Approval Document Attached

Instructions for Completing the Commission for the Transportation Disadvantaged Medicaid Non-Emergency Transportation Program Medicaid Recipient Travel Form

Travel Form should be completed by the Subcontracted Transportation Provider for costs associated with transporting Medicaid recipients to specialized Medicaid compensable services, including services received out of state. The Subcontracted Transportation Provider must receive approval from the Commission for the Transportation Disadvantaged before incurring costs for these specialized services. Reimbursements will be based on costs of transportation and lodging, supported by receipts, and may include meals and/or per diem not to exceed the State of Florida reimbursement rates, per Chapter 112.061, F.S.

Subcontracted Transportation Provider: Name of the Subcontracted Transportation Provider agency.

Contract #: Number of the contract on which work was performed.

Invoice#: Invoice number that the travel form is being submitted with.

Medicaid Recipient Name: The full legal name of the Medicaid Recipient that travel was provided for.

Medicaid Recipient County of Residence: Name of the county the Medicaid Recipient resides in.

Name of Other Persons traveling with Recipient: List the names of other persons who were authorized to travel with the Recipient (parent, guardian, etc).

Date: (MM/DD/YYYY) Date of actual travel.

Travel Performed for Point of Origin to Destination: Departing location to the city or town of where Medicaid services will be provided. List each location. **NO ABBREVIATIONS.**

Purpose or Reason for Travel: The purpose of the trip should be only to receive Specialized Medicaid compensable medical care.

Hour of Departure and Return: Actual time of departure and return. Must state A.M. or P.M.

Meal Allowance: Itemize daily using the appropriate meal allowance: \$6 for breakfast, \$11 for lunch, and \$19 for dinner per F.S. 112.061.

Per Diem/Actual Lodging: Itemize daily. For per diem use the rate of \$80 per day prorated on a quarterly basis. When calculating per diem Class A travel day starts at midnight and Class B travel day begins at time of departure. For actual lodging, copy of receipts must be submitted with travel form.

Map Mileage: Point to point mileage calculated from the Official Department of Transportation map (in state).

Incidental Expenses: List the amount and the type of charge being charged (do not itemize daily). Copy of receipts must be submitted with travel form.

Column Total: Total cost for Class A & B Meal Allowance.

Column Total: Total cost for Per Diem/Actual Lodging.

Total Miles: Total of map mileage at \$0.445 per mile.

Column Total: Total cost of incidental expenses.

Summary Total: Total cost to the Subcontracted Transportation Provider for the transport of a Medicaid recipient.

Subcontracted Transportation Provider Manager: Signature of authorized official/manager of Subcontracted Transportation Provider.

Date: Date the travel form was prepared by Subcontracted Transportation Provider official.

Commission for the Transportation Disadvantaged Project Manager: Signature of authorized official/Project manager of the Commission for the Transportation Disadvantaged.

Date: Date of travel form review by Commission for the Transportation Disadvantaged Project Manager.

Meal Allowances and Travel Status are as follows:

CLASS A TRAVEL STATUS - Continuous travel of 24 hours or more away from origin.

CLASS B TRAVEL STATUS - Continuous travel of less than 24 hours requiring overnight absence from origin.

Maximum Allowances for Meals as Follows:

Breakfast \$6.00 When travel begins before 6 a.m. and extends beyond 8 a.m.

Lunch \$11.00 When travel begins before 12 noon and extends beyond 2 p.m.

Dinner \$19.00 When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.

Refer to Disbursement Handbook, Section 112.061, F.S. and Chapter 691.42 F.A.C. and Department of Financial Services for complete instructions.

(NOTE: No allowance shall be made for meals when travel is confined to the same city/town, immediate vicinity, or day trips where the traveler is not away from his or her origin overnight.)



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6561

County Administrator's Report 16. 28.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Joint Participation Agreement (JPA) for the Urban Corridor Project on Davis Highway

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Joint Participation Agreement, Providing Additional Fiscal Year 2014/2015 Funding to Escambia County for the Urban Corridor Project on Davis Highway - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Public Transportation Joint Participation Agreement (JPA), Financial Project Number 4222601 84 01, Providing Additional Fiscal Year (FY) 2014/2015 Funding, to Escambia County for the Urban Corridor Project on Davis Highway:

A. Approve the JPA, Financial Project Number 4222601 84 01, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$400,000, for FY 2014/2015 Funding to Escambia County for the Urban Corridor project on Davis Highway;

B. Adopt the Resolution authorizing the acceptance and application of these funds; and

C. Authorize the Chairman to execute the Resolution, the JPA, and all other required documents pertaining to this JPA, including Notifications of Funding, without further action of the Board.

[Funding: There will be no additional costs to the County with this JPA. This JPA requires no match]

BACKGROUND:

The Davis Highway north/south corridor is considered to be one of the most traffic-congested in the Pensacola area; therefore, FDOT has agreed to continue funding for this urban area corridor project to increase mass transit service in an effort to alleviate the current traffic congestion. This JPA increases funds for this urban corridor this fiscal year. Funds are allocated to mass transit systems by FDOT annually and must be accepted by the receiving agency.

BUDGETARY IMPACT:

There will be no additional costs to the County with this JPA. This JPA requires no match.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Resolution and JPA as to form and legal sufficiency.

PERSONNEL:

N/A

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 Florida Department of Transportation staff to complete all implementation requirements.

Attachments

JPA

Resolution

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
PUBLIC TRANSPORTATION
OGC - 04/14
Page 1 of 14

Financial Project Number(s): (item-segment-phase-sequence) 4222601 84 01	Fund: DDR Function: 680 Federal Number: _____ DUNS Number: 80-939-7102 Agency DUNS Number: 075079873	FLAIR Category.: 088774 Object Code: 750013 Org. Code: 55032020329 Vendor No.: F596000598007 CSFA Number: 55013 CSFA Title: Transit Urban Corridor
Contract Number: _____ CFDA Number: _____ CFDA Title: _____		

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and Escambia County Board of County Commissioners
221 Palafox Place, Pensacola, Florida 32502
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before 12/30/2016 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341.051 (1)(E)

Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide transit funding for Urban Corridor project on Davis Highway State Road 291 in Pensacola, Florida.

and as further described in Exhibit(s) A, B, C, & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project:

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is \$ 400,000. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 400,000 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish Independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audit Authority: In addition to the requirements below, the Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, Florida's Chief Financial Officer or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

6.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 as revised and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133 as revised, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

6.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, Paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.
3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from non-state entities.
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133 as revised, by or on behalf of the recipient directly to each of the following:

A. The Department at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133 as revised, submitted to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133 as revised.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 as revised is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133 as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

In addition, pursuant to Section .320 (f), OMB Circular A-133 as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133 as revised, and any management letters issued by the auditor, to the Department at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
 - A. The Department at the following address:
Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133 as revised, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 as revised or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

6.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

6.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

6.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Three Public Transportation Office 1074 Highway 90 East, Chipley, FL, 32428 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's *Travel Form No. 300-000-01*. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

9.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services:

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, *et seq.*), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, *et seq.*, which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, *et seq.*), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

12.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

12.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before 12/30/2016. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

17.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

21.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

Escambia County Board of County Commissioners

AGENCY NAME

DEPARTMENT OF TRANSPORTATION

TITLE

Lumon J. May

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

Chairman

See attached Encumbrance Form for date of Funding
Approval by Comptroller

TITLE

Approved as to form and legal
sufficiency.

By/Title: [Signature]

Date: 7/29/14

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County Board of County Commissioners.

PROJECT LOCATION: Escambia County

PROJECT DESCRIPTION/SCOPE: To provide operational funding for increased transit fixed route service on Davis Highway, SR291, urban corridor, to reduce congestion. This funding provides 100% of the operating cost of public transportation services associated with the urban corridor as identified in the Congestion Management Plan.

Deliverables: Agency shall demonstrate the establishment, development and operation of the services as described in the Scope above by submitting invoices for reimbursement in the form and manner, and with the supporting documentation required, by the Department including without limitation Agency's Eligible Net Operating/Capital Costs (as defined in FDOT Procedure No. 725-030-003). Such invoices shall be submitted at such times as the Department may require.

Additional Requirement:

- Project must be submitted in TransCip
- Annual Technical Advisory Group meeting in accordance with Procedure 725-030-003
- Quarterly reports, including ridership and goals, milestones, are to be submitted through TransCip.
- Relevant pages from the TDP and Congestion Management System/Mobility Plan
- Final report to be submitted through TransCip upon completion to include summarizing of the success, problems, and recommendations.
- Detailed budget that delineates all operating expenses with the project, clearly defines the expenses associated with the project as it relates to the Corridor funding.

SPECIAL CONSIDERATIONS BY AGENCY: See Exhibit "C".

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project number and the Federal Identification number, where applicable and the amount of state funding actions (receipt and disbursement of funds) and any federal or local funding actions and the funding action from any other source with respect to the project.

In accordance with 12.10, Third Party contracts must be approved by the Department.

SPECIAL CONSIDERATIONS BY DEPARTMENT: See Exhibit "C".

Third Party agreement between Escambia County Board of County Commissioners and First Transit, Inc. is hereby approved.

FINANCIAL PROJECT NO. 4222601 1 84 01

**EXHIBIT "B"
PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County.

PROJECT ESTIMATED AND PROGRAMMED BUDGET:

I. PROJECT COST: \$ 400,000

TOTAL PROJECT COST: \$ 400,000

II. PARTICIPATION:

Maximum Federal Participation
FTA, FAA (%) or \$

Agency Participation

In-Kind (%) \$
Cash Local (%) \$
Other Fare Box \$
Other \$

Maximum Department Participation State or
(DS)(DDR) (100%) \$400.00

Federal Reimbursable (DU)(FRA)(DFTA)(%) or \$
Local Reimbursable (DL) (%) or \$

TOTAL PROJECT COST \$ 400,000

FINANCIAL PROJECT NO. 4222601 84 01

EXHIBIT "C"

This exhibit forms an integral part of that certain Joint Participation Agreement between the **State of Florida, Department of Transportation and Escambia County**

The requirements listed in this exhibit apply to projects funded under the authority given in *Florida Statutes, 341.051*.

Must meet the requirements set forth in the Department Procedure 725-030-003

All submittals required by the Articles of this Agreement with further explanation on the following:

In accordance with Florida Statute 341.061, and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan and System Security Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.

EXHIBIT D

FINANCIAL PROJECT NO. 4222601 84 01

FEDERAL RESOURCES

Federal Agency Amount

Catalog of Federal Domestic Assistance (Number & Title)

Compliance Requirements

- 1.
- 2.
- 3.

STATE RESOURCES

State Agency Amount
\$400,000.00

Catalog of State Financial Assistance (Number & Title)
55013

Compliance Requirements

1. See Attachment 1
2. See Exhibit D
- 3.

Matching Resources for Federal Programs

Federal Agency Amount

Catalog of Federal Domestic Assistance (Number & Title)

Compliance Requirements

- 1.
- 2.
- 3.

NOTE: Section 400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit D be provided to the recipient.

Attachment 1

To fund the most cost-effective method of relieving congestion and improving capacity within the identified corridor. As funding allows, this program will consider improvements on facilities designed to prevent them from becoming constrained.

(Procedure Topic 725-030-003-e, GENERAL)

Program Procedures:

Department participation shall be based on documentation provided by the Department that the project is the most cost-effective method of relieving congestion and improving capacity within the identified corridor. As funding allows, this program will consider improvement on facilities designed to prevent them from becoming constrained. Priority for funding of projects will be given to existing projects currently meeting the goals and objectives set by the department. (Procedure Topic 725-030-003-e, GENERAL)

Compliance Requirement:

In developing audit procedures to test compliance with the requirements for a state project, the auditor should first look to Part Two, Matrix of Compliance Requirements, to identify which of the 10 types of compliance requirements described in Part Three of the Compliance Supplement are applicable and then look to Parts Three and Four for the details of the requirements.

Activities Allowed:

Services necessary to plan and execute a transit corridor project include, but are not limited to:

- 1) development of Transit Corridor Plans;
- 2) design and construction or installation oversight of project facilities and improvements;
- 3) providing guidance and administrative support to the Technical Advisory Group during planning and implementation of the project; and
- 4) development of marketing and public relations activities.

Capital acquisition and investments based on study findings and as agreed to by the project Technical Advisory Group, including but not limited to:

- 1) rolling stock such as buses, vans, light rail vehicles and other high occupancy vehicles;
- 2) purchase of land for installation of project facilities and right of way for transportation corridor improvements;
- 3) construction and installation of facilities, such as Park and Ride lots, shelters and stations; and
- 4) transportation corridor improvements such as turn lanes, traffic controls, and exclusive lanes or facilities for high occupancy vehicles.

Operational costs including but not limited to:

- 1) pre-service preparation;
- 2) services operating deficits;
- 3) marketing and public relations;
- 4) project administration;
- 5) security and traffic control;
- 6) equipment and project leases, including appraisals;
- 7) commuter transportation services;
- 8) carpool and vanpool activities; and
- 9) other Transportation Demand Management strategies targeting employers along the corridor or legitimate costs deemed appropriate by the district office. (Department Procedure Topic Number 725-030-003(1))

Escambia County BCC

certifies the Third Party contract(s)

(Agency)

has been procured in accordance with Chapter 287, Florida Statutes, Chapter 60A Florida Administrative Code and/or Federal Transit Administration (FTA) Best Practices Procurement Manual.

Board of County Commissioners
Escambia County, Florida

Lumon J. May, Chairman

Approved as to form and legal
sufficiency.

By/Title: Kelly May, AG 11

Date: 7/25/14

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Procurement Guidance for Transit Agencies

Escambia County BCC complies with the federal, state, and local regulations.

The procurement guidelines enclosed herein reflect applicable clauses and purchasing requirements. Based on The procurement method used Federal certifications and requirements included. Procurements will conform to All applicable federal and state laws. These guidelines comply with 49CFR 18.36, FTA C 4220.1F, Chapter 3 and Florida Statutes , 287.

Board of County Commissioners
Escambia County, Florida

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title: _____

Date: _____

K. Huel ACH
7/29/14

RESOLUTION NUMBER R2014-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County has the authority to apply for and accept grants and make purchases and expend funds pursuant to grant awards made by The Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and by the Federal Administration Act of 1964, as amended; and

WHEREAS, the Florida Department of Transportation has indicated a willingness to participate in a Joint Participation Agreement 4222601 84 01 Providing \$400,000 in Urban Corridor funds for transit operating cost associated with Escambia County Area Transit's Urban Corridor Project on Davis Highway route included in the Escambia County mass transit operation budget for FY 14/15.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners approves the Joint Participation Agreement 4222601 84 01 between Florida Department of Transportation and Escambia County providing for Urban Corridor transit operating assistance and authorizes the Chairman to sign all required documents.

SECTION 3. That this Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____ 2014.

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



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6566

County Administrator's Report 16. 29.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Acquisition of Real Property at 1561 Galvin Avenue for Stormwater Drainage

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of a Vacant Parcel of Real Property
Located at 1561 Galvin Avenue for Stormwater Drainage Improvements - Joy D. Blackmon,
P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a vacant parcel of real property (approximately 0.20 acres), located at 1561 Galvin Avenue, from Lynn Ann Cutaio and Charles Butts:

A. Authorize the purchase of a vacant parcel of real property (approximately 0.20 acres), located at 1561 Galvin Avenue, for proposed stormwater drainage improvements, from Lynn Ann Cutaio and Charles Butts, for the appraised value of \$20,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve and authorize the Chairman to sign the Contract for Sale and Purchase for the acquisition of a vacant parcel of real property (approximately 0.20 acres), located at 1561 Galvin Avenue, from Lynn Ann Cutaio and Charles Butts; and

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

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330492/56101, Project No. ESCPW 22]

BACKGROUND:

The property at 1561 Galvin Avenue is in the Springdale Forest, Phase II Subdivision, described as Lot 5, Block G of said subdivision as recorded in Plat Book 16 at Page 35 of the public records of Escambia County, Florida. The property's rear property line abuts a County retention pond and the intake to the retention pond is located within a twenty foot wide platted drainage easement, which lies along the easterly property line of the property at 1561 Galvin Avenue.

The property did have a house on it that was severely damaged by the April 2014 flood. The owner has since had the structure demolished. Staff has reviewed the drainage system in this

area and, because this parcel could be utilized to upgrade the stormwater system in this area, staff approached the owners to see if they were interested in selling the parcel. The owners indicated that they were interested in selling, so staff had an appraisal performed by G. Daniel Green, dated June 11, 2014, which placed a value of \$20,000 on the parcel.

As the owners indicated that they were amenable to accepting the appraised value of \$20,000 for the property at 1561 Galvin Avenue, staff is requesting that the Board consider approval to purchase this vacant parcel of real property (approximately 0.20 acres) from Lynn Ann Cutaio and Charles Butts for the appraised amount of \$20,000, subject to the terms and conditions contained in the Contract for Sale and Purchase.

BUDGETARY IMPACT:

Funding for this acquisition is available in Fund 112 (Disaster Recovery Fund) Cost Center 330492 / 56101, Project No. ESCPW 22.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney. The County Attorney's Office will prepare the closing documents and will 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

Plat

appraisal

aerial map

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Lynn Ann Cutaio, and Charles Butts, whose mailing address is 1561 Galvin Avenue, Pensacola, Florida 32526 ("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 agree 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 Twenty Thousand Dollars (\$20,000.00), 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 are 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' 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 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 Sellers' 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: prorated ad valorem taxes and assessments (Sellers); Deed Documentary Stamp Tax (Sellers); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Sellers' 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.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Sellers at closing. In the event the closing occurs between January 1 and November 1, Sellers 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, Sellers 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.** Sellers 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, Sellers shall deliver the Warranty Deed 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' 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 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 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

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

TO SELLERS:

Lynn Ann Cutaio
1561 Galvin Avenue
Pensacola, Florida 32526

Charles Butts
1561 Galvin Avenue
Pensacola, Florida 32526

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 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 Sellers' 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 agree 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 Property to Buyer at closing.

26. **CONDEMNATION.** Sellers convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from 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' 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 agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers' foreign or non-foreign status and Sellers' United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

**ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS**

ATTEST: Pam Childers
Clerk of the Circuit Court

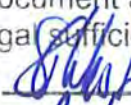
Lumon J. May, Chairman

Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form
and legal sufficiency.

By 
Title Asst. County Attorney
Date July 23, 2014

[Signature]
Witness
John Olson
Print Name
[Signature]
Witness
Sabah Obaidullah
Print Name

SELLERS:

Lynn Ann Cutaio

Lynn Ann Cutaio
Date 7-22-14

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of July,
20 14, by Lynn Ann Cutaio. She () is personally known to me, (☒) produced current
FLDL C300-521-68-6340 as identification.

(Notary Seal)

Jennifer L White
Signature of Notary Public
Jennifer L White
Printed Name of Notary Public



JENNIFER L. WHITE
COMMISSION # EE194869
EXPIRES: May 2, 2016

[Signature]
Witness
John Olson
Print Name
[Signature]
Witness
Sabah Obaidullah
Print Name

Charles Butts

Charles Butts
Date 7/22/14

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of July,
20 14, by Charles Butts. He () is personally known to me, (☒) produced current
FLDL B320-153-34-170-0 as identification.

(Notary Seal)

Jennifer L White
Signature of Notary Public
Jennifer L White



JENNIFER L. WHITE
COMMISSION # EE194869
EXPIRES: May 2, 2016

EXHIBIT "A"

LOT 5, BLOCK G, SPRINGDALE FOREST, PHASE 2, A SUBDIVISION OF A PORTION OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; AS RECORDED IN PLAT BOOK 16 AT PAGE 35 OF THE PUBLIC RECORDS OF SAID COUNTY.

Source: Escambia County Property Appraiser



Navigate Mode



Account



Reference

[Restore Full Page Version](#)**General Information****Reference:** 391S311102005007**Account:** 091806466**Owners:** CUTAIO LYNN ANN
BUTTS CHARLES**Mail:** 1561 GALVIN AVE
PENSACOLA, FL 32526**Situs:** 1561 GALVIN AVE 32526**Use Code:** SINGLE FAMILY RESID**Taxing Authority:** COUNTY MSTU**Tax Inquiry:** [Open Tax Inquiry Window](#)Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector**2013 Certified Roll Assessment****Improvements:** \$51,837**Land:** \$19,000**Total:** \$70,837[Save Our Homes:](#) \$70,837[Disclaimer](#)[Amendment 1/Portability Calculations](#)**Sales Data**

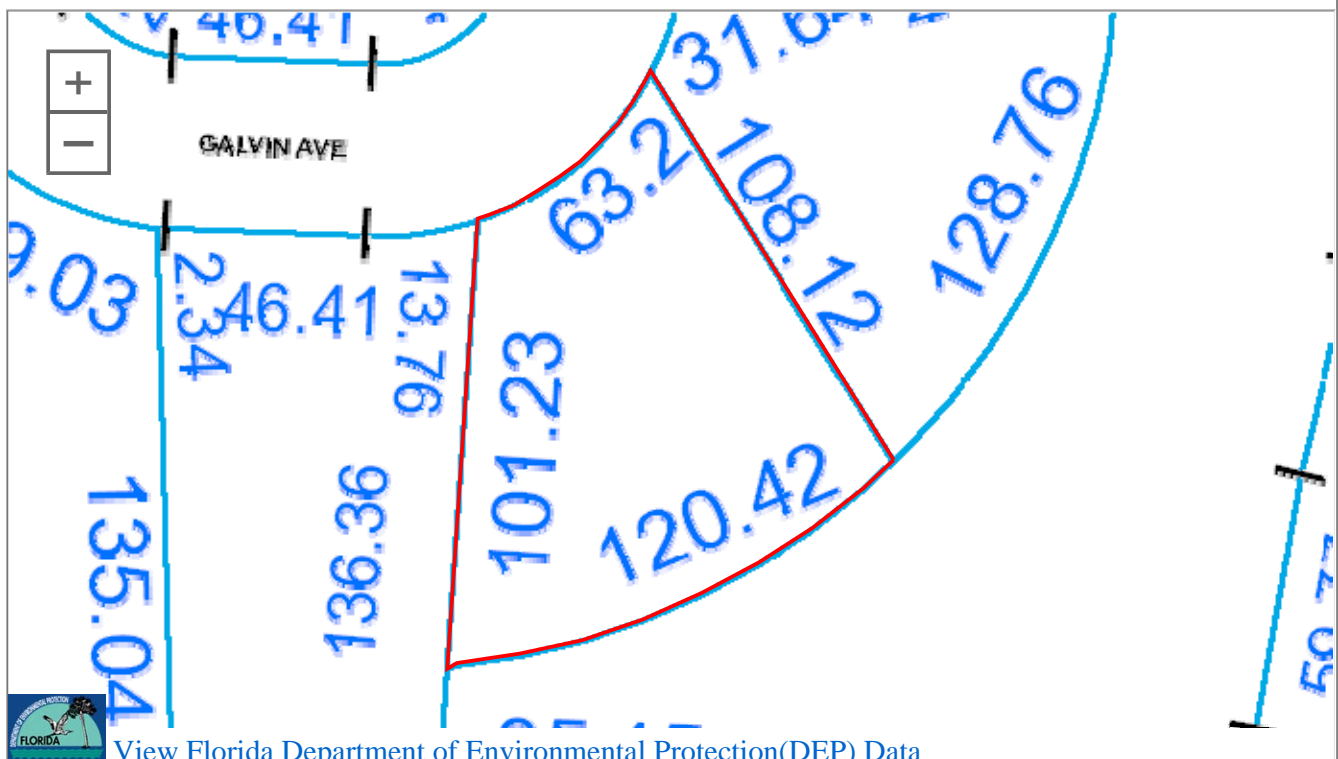
Sale Date	Book	Page	Value	Type	Official Records (New Window)
04/07/2014	7158	286	\$49,400	QC	View Instr
05/14/2008	6337	861	\$109,000	WD	View Instr
12/2001	4827	760	\$78,800	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and
Comptroller**2013 Certified Roll Exemptions**

HOMESTEAD EXEMPTION

Legal DescriptionLT 5 BLK G SPRINGDALE FOREST PHASE 2 PB 16 P 35
OR 6337 P 861...**Extra Features**

None

Parcel Information[Launch Interactive Map](#)**Section Map Id:**[39-1S-31-1](#)**Approx. Acreage:**
0.2000**Zoned:**
C-1**Evacuation & Flood Information**
[Open Report](#)[View Florida Department of Environmental Protection\(DEP\) Data](#)

A RECORD PLAT OF SPRINGDALE FOREST PHASE 2

A PLANNED UNIT DEVELOPMENT IN A PORTION OF
SECTION 39, TOWNSHIP 1 SOUTH,
RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
AUGUST -- 1998

NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
1500 N. Palafox St.
Pensacola, FL 32501
(850) 432-1052

105 Willing St.
Milton, FL 32571
(850) 626-9270

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
B1	25.00	39.27	35.36	N45°31'25"W	90°00'00"
B2	25.00	39.27	35.36	N45°31'25"W	90°00'00"
B3	165.00	44.35	44.22	S07°20'55"E	119°24'07"
B4	165.00	249.18	226.15	S43°35'01"W	80°31'31"
B5	50.00	35.34	34.61	S07°16'52"E	92°23'44"
B6	50.00	35.68	34.92	N20°05'22"W	40°52'53"
B7	50.00	77.57	70.02	N44°13'28"E	98°53'07"
B8	50.00	43.84	42.45	S65°58'48"E	90°01'59"
B9	50.00	71.05	66.86	N05°25'01"W	49°18'13"
B10	165.00	148.44	133.79	S44°13'28"E	89°11'29"
B11	50.00	79.06	71.08	N45°13'50"W	90°25'56"
B12	43.00	70.45	63.47	N44°13'28"E	89°11'29"
B13	165.00	120.42	117.76	N65°58'10"E	91°48'54"
B14	165.00	128.76	125.51	N22°42'24"E	44°42'38"
B15	165.00	54.67	54.61	N02°32'22"W	01°52'49"
B16	165.00	112.32	110.16	N21°01'48"W	39°00'00"
B17	50.00	14.62	14.62	S07°16'52"E	92°23'44"
B18	50.00	16.84	16.79	S65°58'48"E	1°25'07"
B19	75.00	43.71	43.10	S29°52'27"W	3°23'36"
B20	75.00	42.28	40.38	S47°43'36"W	0°18'00"
B21	25.00	39.07	35.21	N44°42'28"E	89°31'48"
B22	25.00	39.48	35.60	N45°13'50"W	90°25'56"
B23	25.00	39.27	35.36	S44°56'44"W	90°00'00"
B24	61.75	53.85	52.21	N65°25'02"W	49°18'13"
B25	25.00	39.22	35.36	N04°28'12"E	90°00'00"
B26	25.00	23.18	22.36	N76°02'06"E	53°07'48"
B27	25.00	39.22	35.36	N04°28'12"E	90°00'00"
B28	50.00	45.14	43.62	S22°18'30"W	51°43'24"
B29	50.00	37.29	35.43	S24°55'12"E	42°43'48"
B30	50.00	37.29	35.43	S27°02'06"E	42°43'48"
B31	50.00	45.14	43.62	N65°57'17"E	51°43'24"
B32	50.00	37.29	35.43	S22°18'30"W	51°43'24"
B33	50.00	23.18	22.36	S22°41'17"W	53°07'48"
B34	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B35	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B36	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B37	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B38	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B39	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B40	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B41	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B42	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B43	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B44	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B45	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B46	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B47	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B48	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B49	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B50	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B51	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B52	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B53	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B54	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B55	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B56	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B57	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B58	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B59	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B60	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B61	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B62	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B63	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B64	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B65	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B66	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B67	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B68	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B69	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B70	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B71	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B72	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B73	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B74	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B75	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B76	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B77	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B78	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B79	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B80	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B81	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B82	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B83	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B84	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B85	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B86	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B87	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B88	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B89	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B90	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B91	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B92	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B93	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B94	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B95	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B96	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B97	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B98	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B99	50.00	39.27	35.36	S22°41'17"W	53°07'48"
B100	50.00	39.27	35.36	S22°41'17"W	53°07'48"

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C53	70.00	42.66	42.00	N23°04'24"W	34°54'50"
C54	70.00	42.66	42.00	N23°04'24"W	34°54'50"
C55	25.00	31.29	27.76	S20°16'52"E	40°29'44"
C56	25.00	31.29	27.76	S20°16'52"E	40°29'44"
C57	50.00	37.46	36.59	N12°35'50"E	01°52'49"
C58	50.00	37.46	36.59	N49°23'59"W	42°56'44"
C59	50.00	43.88	42.49	S64°05'54"W	50°17'16"
C60	50.00	45.54	43.98	S45°18'15"W	15°19'18"
C61	50.00	38.37	37.99	S15°38'05"E	44°39'18"
C62	50.00	13.27	13.27	S45°18'15"W	15°19'18"
C63	25.00	13.18	12.26	N26°35'58"W	53°07'48"
C64	25.00	13.18	12.26	N26°35'58"W	53°07'48"
C65	70.00	49.47	48.45	S20°16'52"E	40°29'44"
C66	50.00	21.41	20.95	N07°02'22"W	40°29'44"
C67	50.00	46.54	42.01	N44°47'39"E	88°53'07"
C68	50.00	26.30	25.47	S65°58'48"E	50°17'16"
C69	102.62	49.67	46.19	N54°39'01"W	27°44'03"
C70	102.62	36.58	36.35	N79°17'10"W	21°40'09"
C71	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C72	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C73	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C74	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C75	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C76	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C77	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C78	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C79	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C80	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C81	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C82	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C83	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C84	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C85	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C86	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C87	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C88	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C89	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C90	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C91	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C92	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C93	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C94	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C95	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C96	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C97	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C98	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C99	50.00	36.58	36.35	N45°31'25"W	90°00'00"
C100	50.00	36.58	36.35	N45°31'25"W	90°00'00"

LINE TABLE		
LINE	DIRECTION	DISTANCE
B1	N14°41'37"E	30.71
B2	N06°30'26"E	59.77
B3	N07°16'52"E	31.40
B4	N02°16'36"E	62.35
B5	N00°54'36"W	52.26
B6	N06°30'26"E	59.77
B7	N22°24'56"W	47.95
B8	N22°24'56"W	47.95
B9	N21°54'01"W	40.67
B10	N31°07'08"W	50.83
B11	N21°54'01"W	35.02
B12	N23°44'59"E	38.81
B13	N33°20'35"W	48.48
B14	N08°15'05"E	25.88
B15	N08°15'05"E	25.88
B16	N33°13'13"E	21.67
B17	N31°35'19"W	25.01
B18	N31°35'19"W	25.01
B19	N6°20'23"E	48.81
B20	N50°07'15"W	43.37
B21	N08°45'10"W	49.95
B22	N33°13'13"E	21.67
B23	S34°14'57"W	23.20
B24	S29°48'07"E	40.17
B25	S21°47'11"E	36.74
B26	S21°47'11"E	36.74
B27	S34°14'57"W	23.20
B28	S41°44'28"E	49.13
B29	S48°37'22"E	49.42
B30	S48°37'22"E	49.42
B31	S29°48'07"E	21.88
B32	S34°14'57"W	45.40
B33	S06°08'50"E	43.28
B34	S06°08'50"E	43.28

FROM:

G. Daniel Green & Associates
 103 Baybridge Drive
 Gulf Breeze, FL 32561

Telephone Number: 850-934-1797 ext: 101 Fax Number: 850-932-8679

INVOICE**INVOICE NUMBER**

14061146

DATE

6/11/2014

REFERENCE

Internal Order #: 14061146

Lender Case #:

Client File #:

Main File # on form: 14061146

Other File # on form: 14061146

Federal Tax ID: 59-2919932

Employer ID:

TO:

Telephone Number:

Fax Number:

Alternate Number:

E-Mail:

DESCRIPTION

Lender: Stacey Ward

Client: Stacey Ward

Purchaser/Borrower: N/A

Property Address: 1561 Galvin Ave

City: Pensacola

County: Escambia

State: FL

Zip: 32526

Legal Description: LT 5 BLK G SPRINGDALE FOREST PHASE 2 PB 16 P 35 OR 6337 P 861

FEES**AMOUNT**

330.00

SUBTOTAL

330.00

PAYMENTS**AMOUNT**

Check #:

Date:

Description:

Check #:

Date:

Description:

Check #:

Date:

Description:

SUBTOTAL**TOTAL DUE****\$**

330.00

APPRAISAL OF REAL PROPERTY



LOCATED AT

1561 Galvin Ave
Pensacola, FL 32526
LT 5 BLK G SPRINGDALE FOREST PHASE 2 PB 16 P 35 OR 6337 P 861

FOR

Stacey Ward
3363 W. Park Place
Pensacola, FL 32505

OPINION OF VALUE

20,000

AS OF

June 10, 2014

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LAND APPRAISAL REPORT

14061146

File No. 14061146

IDENTIFICATION	Borrower <u>N/A</u>		Census Tract <u>0033.09</u>	Map Reference <u>37860</u>
	Property Address <u>1561 Galvin Ave</u>			
	City <u>Pensacola</u>	County <u>Escambia</u>	State <u>FL</u>	Zip Code <u>32526</u>
	Legal Description <u>LT 5 BLK G SPRINGDALE FOREST PHASE 2 PB 16 P 35 OR 6337 P 861</u>			
	Sale Price \$ <u>0</u>	Date of Sale <u>N/A</u>	Loan Term <u>0</u> yrs.	Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD
	Actual Real Estate Taxes \$ <u>Unavailable</u> (yr)	Loan charges to be paid by seller \$ <u>N/A</u> Other sales concessions <u>N/A</u>		
Lender/Client <u>Stacey Ward</u>		Address <u>3363 W. Park Place, Pensacola, FL 32505</u>		
Occupant <u>Vacant Land</u>	Appraiser <u>G. Daniel Green, MAI, SRA</u>		Instructions to Appraiser <u>Appraise Fair Market Value</u>	

NEIGHBORHOOD	Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Employment Stability <input type="checkbox"/> Good <input checked="" type="checkbox"/> Avg. <input type="checkbox"/> Fair <input type="checkbox"/> Poor Convenience to Employment <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Convenience to Shopping <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Convenience to Schools <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Adequacy of Public Transportation <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Recreational Facilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Adequacy of Utilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Property Compatibility <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Protection from Detrimental Conditions <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Police and Fire Protection <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> General Appearance of Properties <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Appeal to Market <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Built Up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	
	Growth Rate <input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Steady	<input type="checkbox"/> Slow	
	Property Values	<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Declining	
	Demand/Supply	<input type="checkbox"/> Shortage	<input type="checkbox"/> In Balance	<input checked="" type="checkbox"/> Oversupply	
	Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input type="checkbox"/> 4-6 Mos.	<input checked="" type="checkbox"/> Over 6 Mos.	
	Present Land Use	75% 1 Family 5% 2-4 Family ____% Apts. ____% Condo 20% Commercial ____% Industrial ____% Vacant ____% _____			
	Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (*)	
		(*) From _____ To _____			
	Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	2 % Vacant	
Single Family Price Range	\$ 25,000 to \$ 350,000 Predominant Value \$ 95,422				
Single Family Age	1 yrs. to 50 yrs. Predominant Age 20 yrs.				

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): See attached addenda.

SITE	Dimensions	<u>See Plat Map</u>	=	<u>0.20</u> Sq. Ft. or Acres	<input type="checkbox"/> Corner Lot
	Zoning classification	<u>C-1; Retail commercial</u>			Present Improvements <input checked="" type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations
	Highest and best use	<input type="checkbox"/> Present use	<input checked="" type="checkbox"/> Other (specify)		
		Other (Describe)	<div style="border: 1px solid black; padding: 5px; margin: 5px;"> <p style="text-align: center; margin: 0;">OFF SITE IMPROVEMENTS</p> <p>Street Access <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private</p> <p>Surface <u>Paved asphalt</u></p> <p>Maintenance <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private</p> <p><input checked="" type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter</p> <p><input type="checkbox"/> Sidewalk <input checked="" type="checkbox"/> Street Lights</p> </div>		
			<p>Topo <u>Fairly level, slopes 8-12 %</u></p> <p>Size <u>0.20 acres or 8,712 SF</u></p> <p>Shape <u>Irregular Rectangle, see attached maps</u></p> <p>View <u>Residential</u></p> <p>Drainage <u>Adequate</u></p> <p>Is the property located in a HUD Identified Special Flood Hazard Area? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p>		
Elec.	<input checked="" type="checkbox"/>				
Gas	<input type="checkbox"/>				
Water	<input checked="" type="checkbox"/>				
San. Sewer	<input checked="" type="checkbox"/>				
	<input type="checkbox"/>	Underground Elect. & Tel.			
Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): <u>See attached addenda.</u>					

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	1561 Galvin Ave Pensacola, FL 32526	7013 Pine forest Road Pensacola, FL 32526		5800 Moss Lane Pensacola, FL 32505		5838 Somerset Drive Pensacola, FL 32505	
Proximity to Subject		1.37 miles N		2.63 miles E		1.42 miles E	
Sales Price	\$ 0		\$ 45,000		\$ 16,000		\$ 12,000
Price	\$		\$		\$		\$
Data Source	N/A	PAR#437495; DOM: 399		PAR#440459; DOM: 392		PAR#385595; DOM: 768	
Date of Sale and Time Adjustment	DESCRIPTION N/A	DESCRIPTION 06/02/2014	+(-)\$ Adjust.	DESCRIPTION 04/17/2014	+(-)\$ Adjust.	DESCRIPTION 08/01/2013	+(-)\$ Adjust. -1,200
Location	Interior	Interior		Interior		Interior	
Site/View	0.20acres/Residential	0.74acres/Residential	-25,000	0.31acres/Res, Comm		0.20acres/Residential	
Wetlands:	No	No		No		No	
Zoning:	C-1	R-R	+3,000	R-6	+5,000	R-1	+3,000
Sales or Financing Concessions	No Sales in 3 yrs None	ArmsLgth/VA None		ArmsLgth/Cash None		ArmsLgth/Cash None	
Net Adj. (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -22,000	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 5,000	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 1,800
Indicated Value of Subject			\$ 23,000		\$ 21,000		\$ 13,800

Comments on Market Data: None of the above comparable sales have any sale history in the last 3 years. All sales used are good indicators of value.

Comments and Conditions of Appraisal: This appraisal assumes there are no unknown legal or environmental restrictions which might inhibit immediate development of the site.

Final Reconciliation: The above sales were analyzed in determining the final estimated value. Most weight has been given to sale 2 as it required the least amount of adjustments. Comparable sale three was an older sale and a 10% time adjustment was deemed necessary as reflected in the attached graph of all relevant transactions over the time period.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF June 10 2014 to be \$ 20,000

G. Daniel Green, MAI, SRA ☐ Did ☐ Did Not Physically Inspect Property
Appraiser(s) Review Appraiser (if applicable)

Supplemental Addendum

File No. 14061146

Borrower/Client	N/A				
Property Address	1561 Galvin Ave				
City	Pensacola	County	Escambia	State	FL Zip Code 32526
Lender	Stacey Ward				

Additional Appraiser Certification

26. — Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Subject Tax Information

Subject tax information is unavailable due to the ECPA website being down to update annual tax certificate sales.

Land : Site Comments

As per the County topography report, the subject contains Lakeland Sand soils and drains into Bayou Marcus Creek. The property has been altered since these maps were developed. A wetland analysis has not been provided. However, as per the client, there was a house located on the property that was demolished on 06/02/2014 because it was affected by the flood that occurred on 04/29/2014 and currently the subject lot remains as a hole as shown per attached photographs.

Land : Neighborhood Market Factors

The subject is located in a medium/low density of northern Pensacola. Commercial uses are located along the major rights of way (Pine Forest Rd., Mobile Hwy., and Blue Angel Parkway) with residential uses concentrated on the interior parcels. Property sizes generally range from 0.25 to over 10 acres. The majority of residential uses are single family detached homes, including mobile homes, however there has been some recent development of multi-family uses . The area has undergone significant growth within the past 10-15 years as vacant and agricultural lands are converted to single family residential and commercial uses. Shopping, medical facilities and employment opportunities are also convenient to the area. The prior growth is a good indication of market acceptance of this area, which is expected to continue.

Scope of Work

The scope of research preformed for this report was limited to an examination of similar vacant land sales in the subject market area. Information on these properties was obtained through the local MLS system, county property appraisers office, appraisers files and often third party sources involved with the sale. The scope of data concerning the physical condition of the subject property is limited to an observation of the subject, public records data and in some cases information revealed by others. Areas that are not readily accessible have not been observed. The appraisal specifically is not a "site survey.

Sales Comparison Weighting Table

All comparable sales used are a good indicator of value. The appraiser used the most recent, similar sales with-in a 3 mile radius of the subject property. The appraiser initially located the best three comparable sales available and made adjustments where appropriate. FNMA guidelines for line, net and gross adjustments are appropriate indicators for an average residence located in an interior parcel where similar parcels are usually within a 1-2 mile radius. However, exceeding these guidelines is considered typical for this type of property in one or more of the above noted areas of value related differences.

SALE	ADJUSTED VALUE	WEIGHT	WEIGHTED VALUE
1	\$23,000	26%	\$5,980
2	\$21,000	38%	\$7,980
3	\$13,800	36%	\$4,968
TOTAL			\$18,928
ROUNDED TO			\$20,000

Digital Pictures:

The digital pictures provided with this appraisal were not altered from their condition as of the date of inspection. The digital pictures included in the appraisal accurately reflect each of the identified properties as viewed by the appraiser.

Subject Photos

Borrower/Client	N/A				
Property Address	1561 Galvin Ave				
City	Pensacola	County	Escambia	State	FL Zip Code 32526
Lender	Stacey Ward				



Subject Front Photo One



Subject Front Photo Two



Subject Street View



Subject Street View

Signature

Name

G. Daniel Green, MAI, SRA

Date Report Signed

June 13, 2014

State Certification #

Cert Gen RZ836

State

FL

Or State License #

State

Comparable Photo Page

Borrower/Client	N/A				
Property Address	1561 Galvin Ave				
City	Pensacola	County	Escambia	State	FL Zip Code 32526
Lender	Stacey Ward				



Comparable 1

7013 Pine forest Road
Prox. to Subject 1.37 miles N
Sales Price 45,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Interior
View 0.74acres/Residential
Site
Quality
Age
Photo taken from ESCPA



Comparable 2

5800 Moss Lane
Prox. to Subject 2.63 miles E
Sales Price 16,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Interior
View 0.31acres/Res,Comm
Site
Quality
Age
Photo taken from ESCPA



Comparable 3

5838 Somerset Drive
Prox. to Subject 1.42 miles E
Sales Price 12,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Interior
View 0.20acres/Residential
Site
Quality
Age
Photo taken from ESCPA

Listing Photo Page

Borrower/Client	N/A				
Property Address	1561 Galvin Ave				
City	Pensacola	County	Escambia	State	FL Zip Code 32526
Lender	Stacey Ward				



Listing 1

2056 Pin High Drive
Proximity to Subject 1.76 miles SE
List Price 19,500
Days on Market 496
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Age

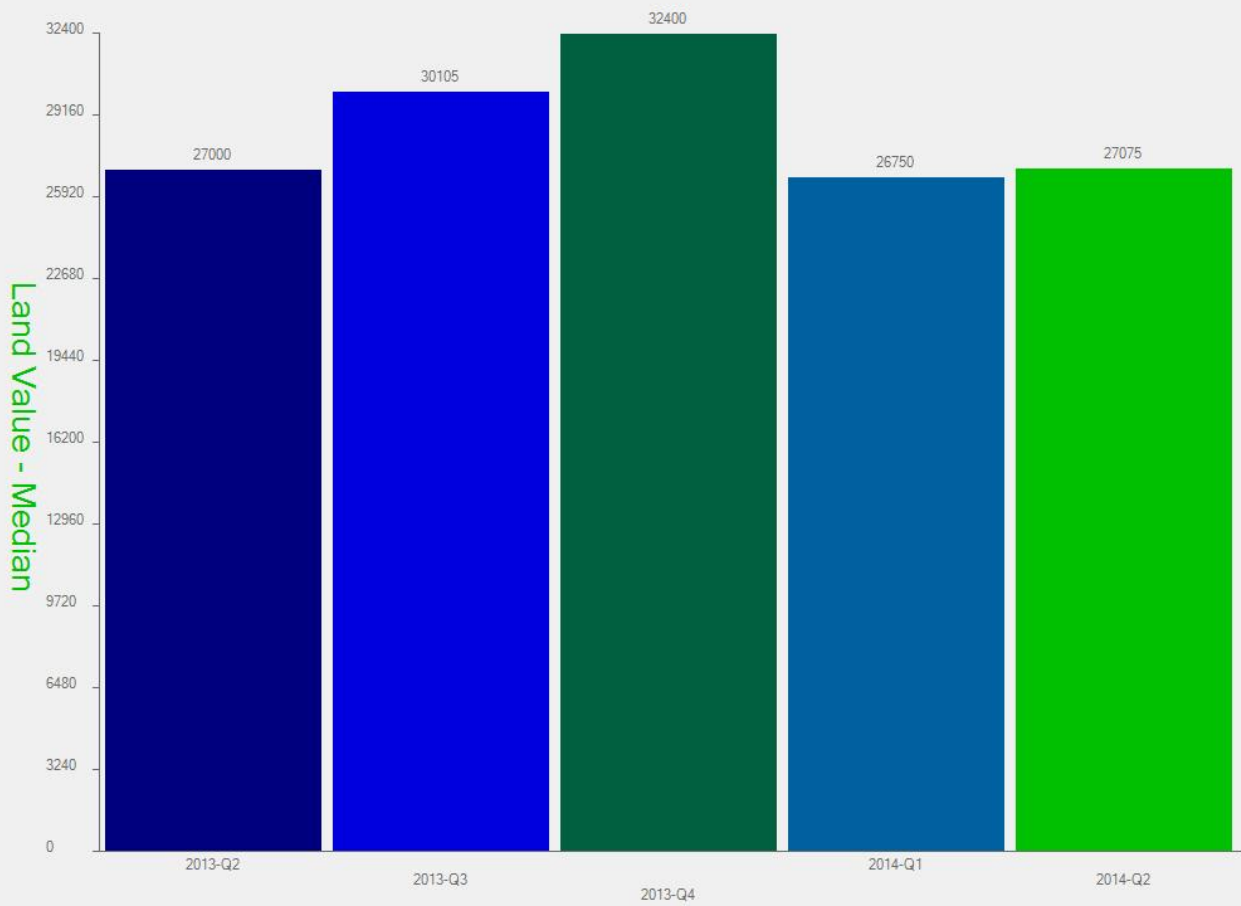
Photo taken from ESCPA

Listing 2

Proximity to Subject
List Price
Days on Market
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Age

Listing 3

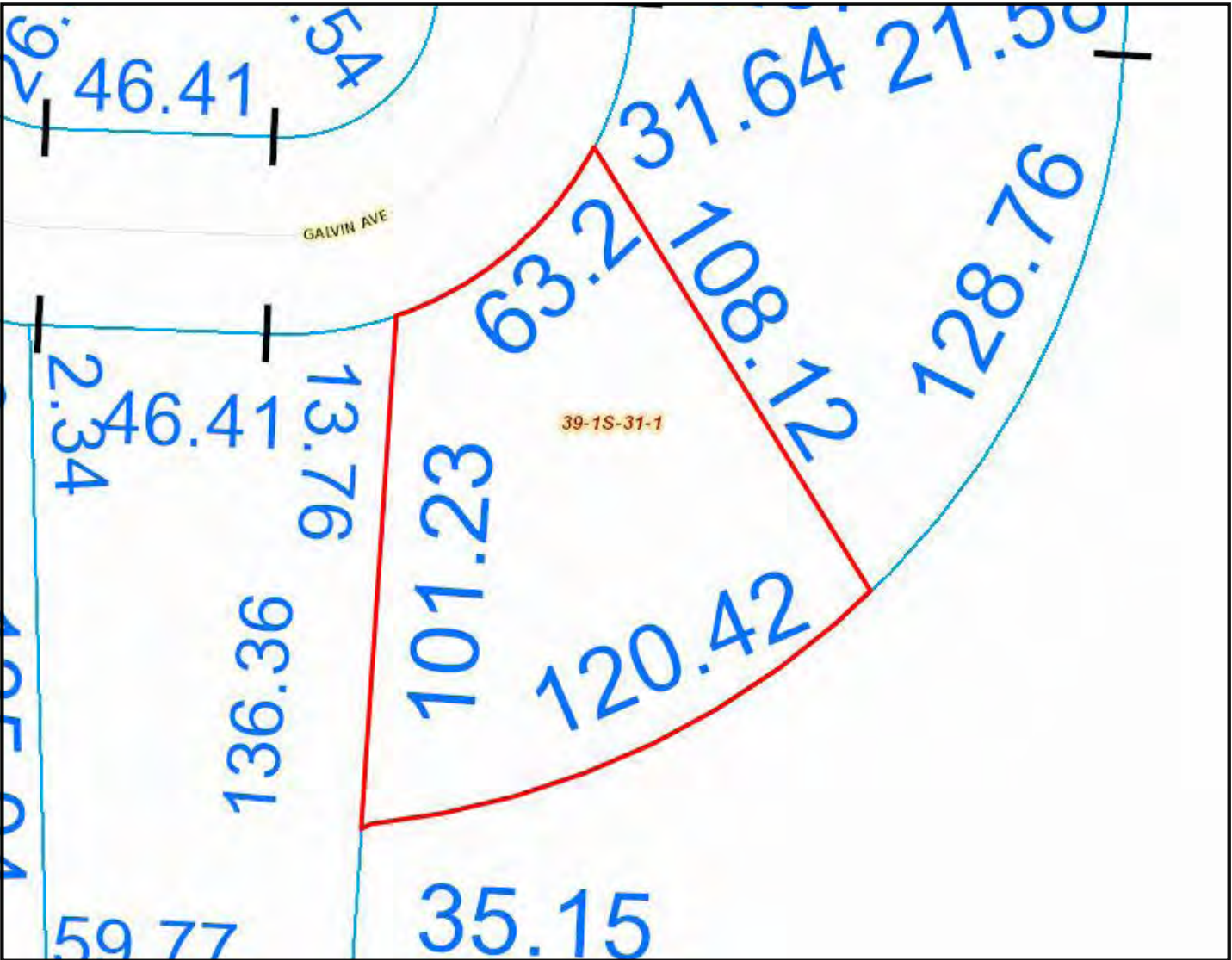
Proximity to Subject
List Price
Days on Market
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Age



Plat Map

Borrower/Client	N/A				
Property Address	1561 Galvin Ave				
City	Pensacola	County	Escambia	State	FL Zip Code 32526
Lender	Stacey Ward				

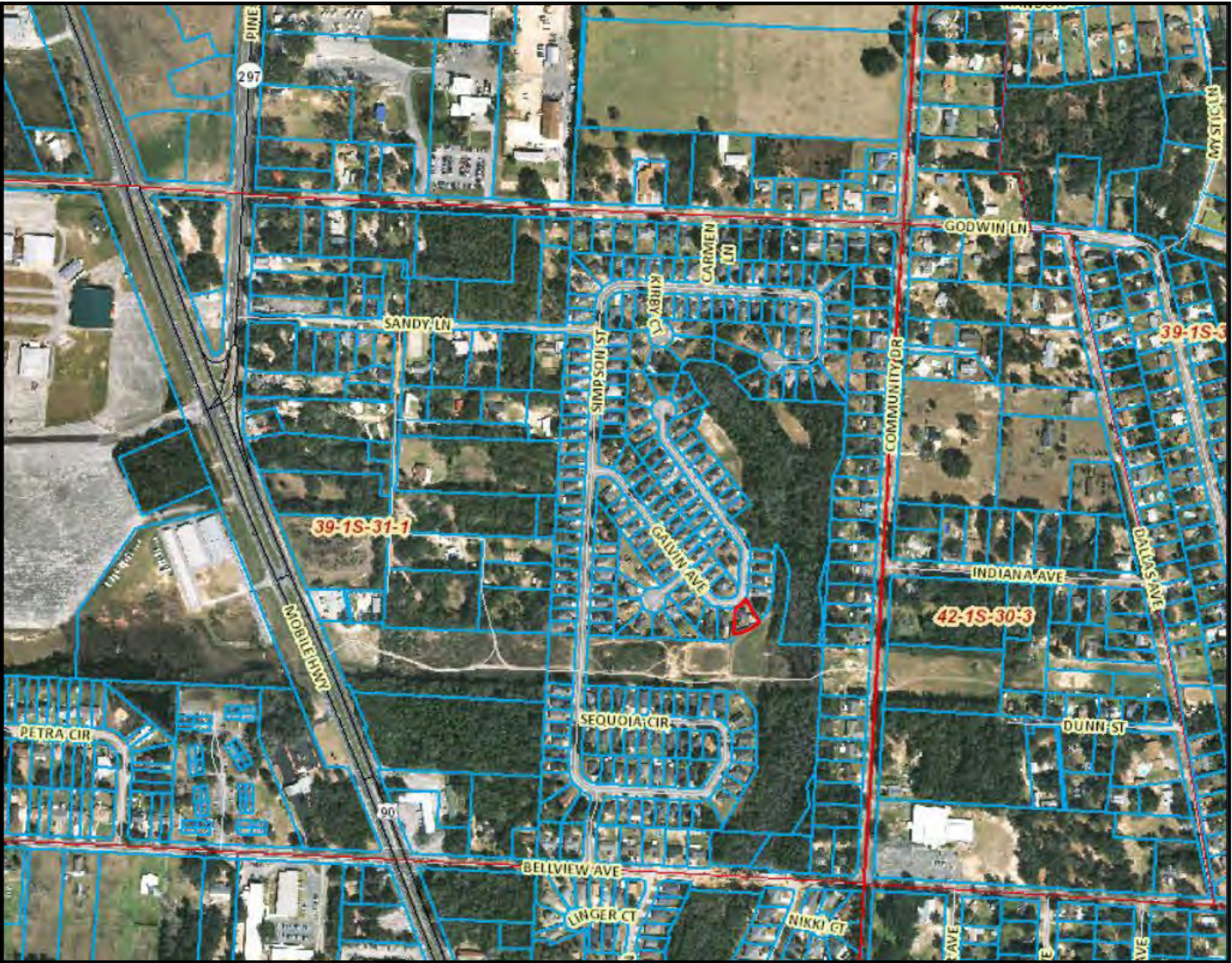
The subject property is outlined in red



General Location Map

Borrower/Client	N/A			
Property Address	1561 Galvin Ave			
City	Pensacola	County	Escambia	State FL Zip Code 32526
Lender	Stacey Ward			

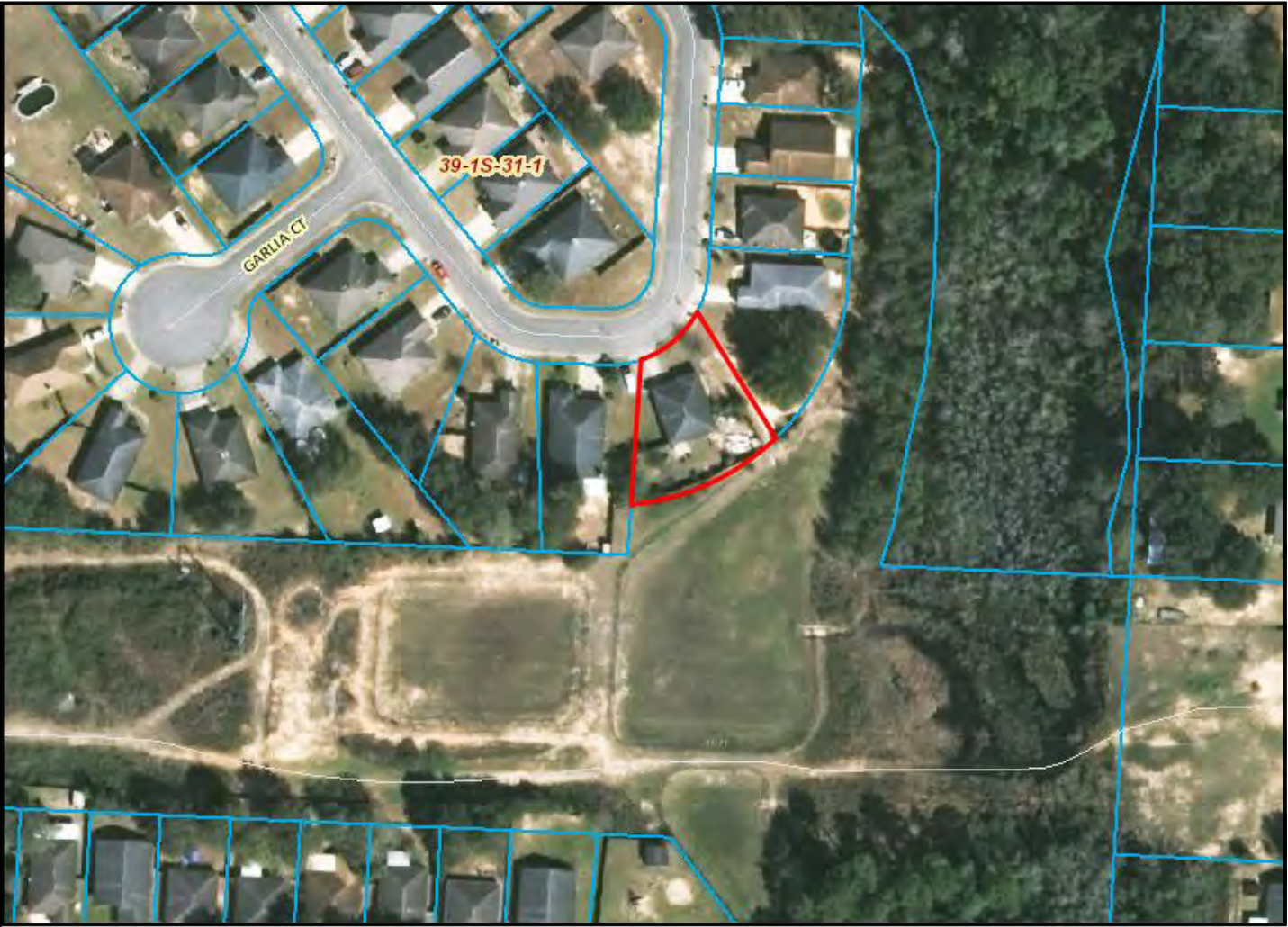
The subject property is outlined in red



Aerial Map

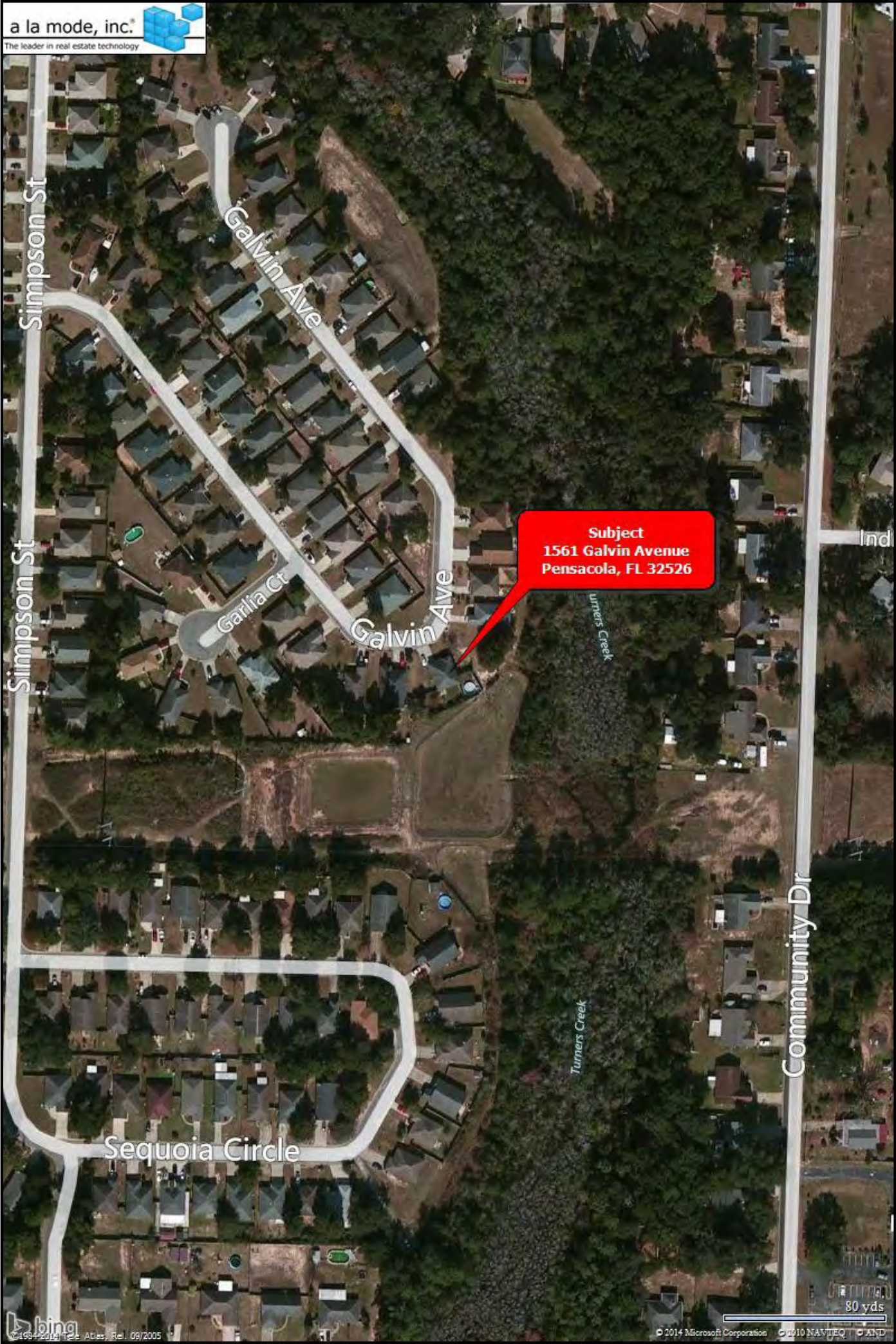
Borrower/Client	N/A				
Property Address	1561 Galvin Ave				
City	Pensacola	County	Escambia	State	FL Zip Code 32526
Lender	Stacey Ward				

The subject parcel is outlined in red



Location Map

Borrower/Client	N/A			
Property Address	1561 Galvin Ave			
City	Pensacola	County	Escambia	State FL Zip Code 32526
Lender	Stacey Ward			



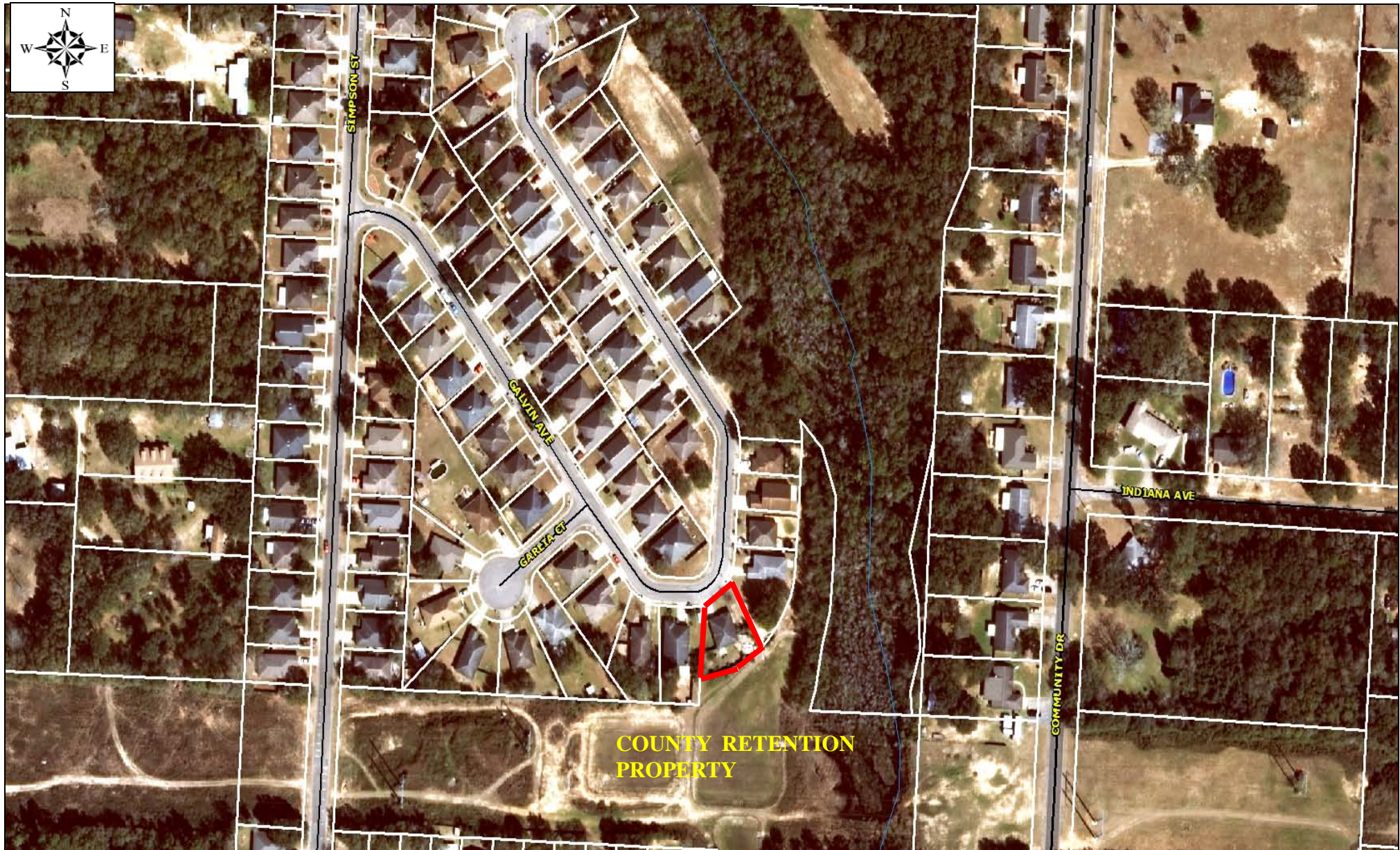
Location Map

Borrower/Client	N/A				
Property Address	1561 Galvin Ave				
City	Pensacola	County	Escambia	State	FL
				Zip Code	32526
Lender	Stacey Ward				



FIRREA / USPAP ADDENDUM							
Borrower/Client	N/A		File No.	14061146			
Property Address	1561 Galvin Ave						
City	Pensacola	County	Escambia	State	FL	Zip Code	32526
Lender	Stacey Ward						
Purpose							
The purpose of the appraisal is to estimate fair market value of the subject property. Per client, the county is interested in purchasing the subject for future upgrades to the pond located behind the subject lot.							
Scope of Work							
The scope of research preformed for this report was limited to an examination of similar vacant land sales in the subject market area. Information on these properties was obtained through the local MLS system, county property appraisers office, appraisers files and often third party sources involved with the sale. The scope of data concerning the physical condition of the subject property is limited to an observation of the subject, public records data and in some cases information revealed by others. Areas that are not readily accessible have not been observed. The appraisal specifically is not a "site survey."							
Intended Use / Intended User							
Intended Use: The Intended Use is to evaluate the property that is the subject of this appraisal for internal decision making, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value.							
Intended User(s): The client noted below. No other users are identified.							
History of Property							
Current listing information: The subject is not currently listed.							
Prior sale: None in the past 3 years.							
Exposure Time / Marketing Time							
As per the definitions section of USPAP, Exposure Time is defined as, "The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal."							
Based on current market conditions, the opinion of reasonable exposure time for the subject property is estimated to be 3-6 months.							
Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. (see comments below)							
Personal (non-realty) Transfers							
None							
Additional Comments							
Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraiser's or firm's client, through advertising, solicitation materials, public relations, new sales, or other media without the written consent of the and approval of the authors, particularly as to valuation conclusions, the identity of the appraiser or firm with which the appraiser is connected, or any reference to affiliation with any professional appraisal organization.							
Further, the appraiser or firm assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make such party aware of all the assumptions and limiting conditions of the assignment.							
The estimated opinion of value within the report is considered reliable within the context, scope and limitations of this report. The individual adjustments, line items and estimates shown in this appraisal report are used solely to arrive at the opinion of value. Use of them individually or out of context of this report is inappropriate and unreliable. The user/client is specifically instructed not to do so. Additionally, all of the exhibits and data included in this report and identified on the "Table of Contents" page comprise the complete appraisal report. The deletion of any exhibit and/or data will render the remainder unreliable and misleading. The user/client is specifically instructed not to do so. Any application of such data taken out of context will render all opinions and conclusions null and void.							
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 improvement and/or market conditions reflected in the analysis.							
2. All value indications are subject to existing leases and encumbrances (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.							
"Per the 2012-2013 USPAP: "When exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion. The definition of Market Value on the form, provided by Fannie Mae includes reference to reasonable exposure time. Standards Rule 2-2 (a)(v),2-2 (b)(v) and 2-2 (c)(v) has added the language requiring that the opinion of exposure time, when developed in							
Certification Supplement							
1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.							
2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.							
<div><div><div>Appraiser: <u>G. Daniel Green, MAI, SRA</u></div><div>Signed Date: <u>June 13, 2014</u></div><div>Certification or License #: <u>Cert Gen RZ836</u></div><div>Certification or License State: <u>FL</u> Expires: <u>11/30/2014</u></div><div>Effective Date of Appraisal: _____</div></div><div><div>Supervisory Appraiser: _____</div><div>Signed Date: _____</div><div>Certification or License #: _____</div><div>Certification or License State: _____ Expires: _____</div><div>Inspection of Subject: <input type="checkbox"/> Did Not <input type="checkbox"/> Exterior Only <input type="checkbox"/> Interior and Exterior</div></div></div>							

PROPOSED ACQUISITION OF PROPERTY @ 1561 GALVIN AVENUE, SPRINGDALE FOREST, PHASE II SUBDIVISION



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 07/15/14 DISTRICT 1



OWNERS: LYNN ANN CUTAIO & CHARLES BUTTS
PROPERTY REFERENCE NUMBER: 39-1S-31-1102-005-007
ACCOUNT # 091806466 / APPROXIMATELY 0.20 ACRES



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6570

County Administrator's Report 16. 30.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Acquisition of Real Property at 409 Elcino Drive for Stormwater Drainage

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of a Parcel of Real Property (with house) at 409 Elcino Drive for Stormwater Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (approximately 0.23 acres), with house, located at 409 Elcino Drive, from Gerard Rosado and Denise R. Rosado:

A. Authorize the purchase of a parcel of real property (approximately 0.23 acres), with house, located at 409 Elcino Drive, for proposed stormwater drainage improvements, from Gerard Rosado and Denise R. Rosado, for the appraised value of \$110,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve and authorize the Chairman to sign the Contract for Sale and Purchase for the acquisition of a parcel of real property (approximately 0.23 acres), with house, located at 409 Elcino Drive, from Gerard Rosado and Denise R. Rosado; and

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

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330493/54612/56101, Project No. ESDPW09]

BACKGROUND:

The property at 409 Elcino Drive is in Shadow Grove Subdivision, Unit III, described as Lot 85, Block A, of said subdivision as recorded in Plat Book 15 at Page 33 of the public records of Escambia County, Florida. The rear property line at 409 Elcino Drive abuts a County retention pond.

The house on this property sustained some damage during the April 2014 flood event; there was damage to the yard as well. Staff has reviewed the drainage system in this area and has

determined that this property could be utilized to upgrade the stormwater system in this area. In staff's conversations with the owners relative to the flood damage, the owners inquired as to whether the County was interested in acquiring the property, indicating that they were interested in selling. Staff had an appraisal performed by G. Daniel Green, dated April 28, 2014, which placed a value of \$110,000 on the property.

The owners indicated that they were amenable to accepting the appraised value of \$110,000 for the property (with house) at 409 Elcino Drive. Therefore, staff is requesting the Board to consider granting approval to purchase a parcel of real property (approximately 0.23 acres) ,with house, from Gerard Rosado and Denise R. Rosado for the appraised amount of \$110,000, subject to the terms and conditions contained in the Contract for Sale and Purchase.

BUDGETARY IMPACT:

Funding for this acquisition is available in Fund 112 (Disaster Recovery Fund) Cost Center 330493/54612/56101, Project No. ESDPW09.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney. 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 map

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Gerard Rosado and Denise R Rosado, whose address is 409 Elcino Dr, Pensacola, Florida 32526 ("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 agree 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 One Hundred and Ten Thousand Dollars (\$110,000.00) , 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 are 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. **SELLER'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 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.** Sellers and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Sellers); Deed Documentary Stamp Tax (Sellers);

Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller'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.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Sellers at closing. In the event the closing occurs between January 1 and November 1, Sellers 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, Sellers 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.** Sellers 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, Sellers shall deliver the Warranty Deed 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' sole remedy under the Contract and Sellers have no right of specific performance. If Sellers fail 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 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 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 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 32505

TO SELLERS:

Gerard Rosado and Denise R Rosado
409 Elcino Dr.
Pensacola, Florida 32526

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 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 Sellers 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. 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 Property to Buyer at closing.

26. **CONDEMNATION.** Sellers convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from 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 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 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 agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers' foreign or non-foreign status and Sellers' 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: Deputy Asst. County Attorney
Date: July 31, 2014

SELLERS:

Joy Jones 7/30/14
Witness

Joy Jones
Print Name

[Signature] 7/30/14
Witness

Jeremy King
Print Name

[Signature]
Gerard Rosado

Date: 7/30/14

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of July,
2014, by Gerard Rosado. He () is personally known to me, (☒) produced current
Driver's License as identification.

[Signature]
Signature of Notary Public
Stacey S. Ward
Printed Name of Notary Public

(Notary Seal)



Joy Jones 7/30/14
Witness

Joy Jones
Print Name

[Signature] 7/30/14
Witness

Jeremy King
Print Name

[Signature]
Denise R. Rosado

Date: 7/30/2014

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of July, 2014, by Denise R. Rosado. She (☐) is personally known to me, (☒) produced current Drivers license as identification.

[Signature]
Signature of Notary Public
Stacey S. Ward
Printed Name of Notary Public

(Notary Seal)

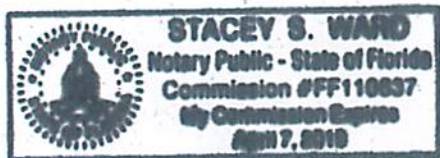


EXHIBIT "A"

Lot 85, Block A, Shadow Grove Unit III, a subdivision of a portion of Section 36, Township 2 South, Range 31 West (Alexander Love Grant), Escambia County, Florida, according to Plat thereof as recorded in Plat Book 15, Page 33, of the Public Records of said County.



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: 362S310300085001
Account: 101292170
Owners: ROSADO GERARD & DENISE R
Mail: 409 ELCINO DR
 PENSACOLA, FL 32526
Situs: 409 ELCINO DR 32526
Use Code: SINGLE FAMILY RESID
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2013 Certified Roll Assessment

Improvements: \$78,939
Land: \$19,000
Total: \$97,939
[Save Our Homes:](#) \$97,939

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/1997	4198	491	\$83,900	WD	View Instr
02/1996	3922	498	\$13,500	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2013 Certified Roll Exemptions

HOMESTEAD EXEMPTION, VETERANS

Legal Description

LT 85 BLK A SHADOW GROVE UNIT III PB 15 P 33 OR 4198 P 491

Extra Features

None

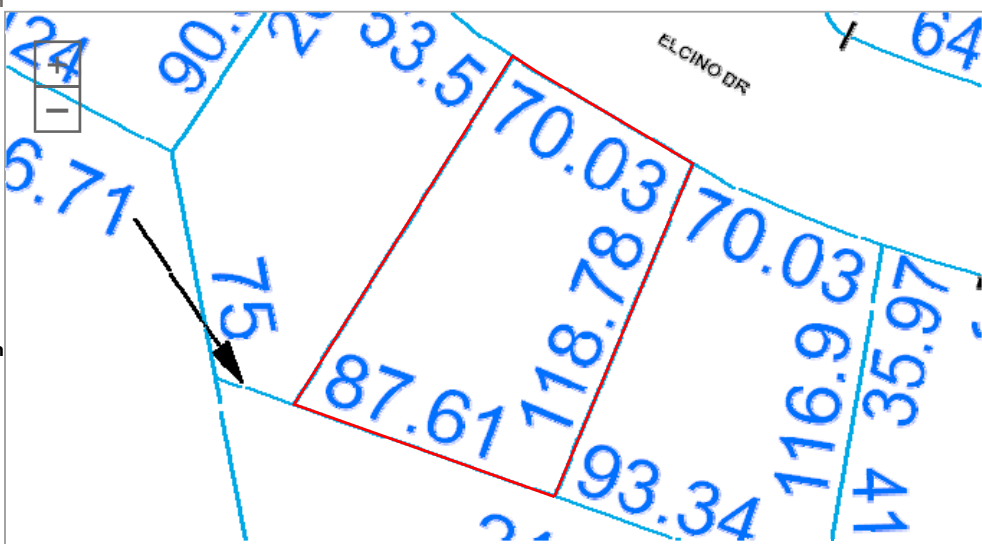
Parcel Information

Section Map Id:
[36-2S-31-3](#)

Approx. Acreage:
 0.2300

Zoned:
 R-R

Evacuation & Flood Information
[Open Report](#)


[Launch Interactive Map](#)

Buildings

Building 1 - Address: 409 ELCINO DR, Year Built: 1997, Effective Year: 1997

Structural Elements

DECOR/MILLWORK-ABOVE AVERAGE
DWELLING UNITS-1.00
EXTERIOR WALL-BRICK-FACE
FLOOR COVER-CARPET
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC

INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*7.00*
NO. STORIES-*1.00*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*GABL/HIP HI PTC*
STRUCTURAL FRAME-*WOOD FRAME*



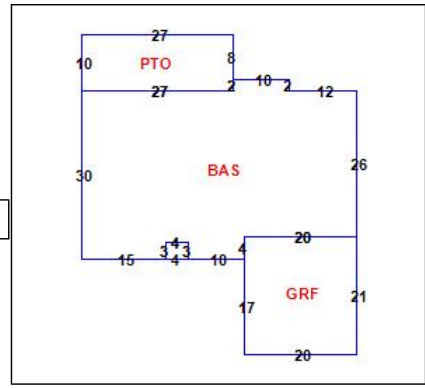
Areas - 2100 Total SF

BASE AREA - 1398

GARAGE FIN - 420

OPEN PORCH FIN - 12

PATIO - 270



Images



7/26/11



9/30/02



10/30/12

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.

Last Updated: 05/29/2014

FROM:

G. Daniel Green & Associates
 103 Baybridge Drive
 Gulf Breeze, FL 32561

Telephone Number: 850-934-1797 ext: 101 Fax Number: 850-932-8679

INVOICE**INVOICE NUMBER**

14062500

DATE

6/25/2014

REFERENCE

Internal Order #: 14062500

Lender Case #:

Client File #:

Main File # on form: 14062500

Other File # on form: 14062500

Federal Tax ID: 59-2919932

Employer ID:

TO:

Telephone Number:

Fax Number:

Alternate Number:

E-Mail:

DESCRIPTION**Lender:** Escambia County Real Estate Acquisition Dept.**Client:** Escambia County Real Estate Acquisition Dept.**Purchaser/Borrower:** N/A**Property Address:** 409 Elcino Dr**City:** Pensacola**County:** Escambia**State:** FL**Zip:** 32526**Legal Description:** LT 85 BLK A SHADOW GROVE UNIT III PB 15 P 33 OR 4198 P 491**FEES****AMOUNT**

325.00

SUBTOTAL

325.00

PAYMENTS**AMOUNT****Check #:****Date:****Description:****Check #:****Date:****Description:****Check #:****Date:****Description:****SUBTOTAL****TOTAL DUE****\$**

325.00

APPRAISAL OF REAL PROPERTY



LOCATED AT

409 Elcino Dr
Pensacola, FL 32526
LT 85 BLK A SHADOW GROVE UNIT III PB 15 P 33 OR 4198 P 491

FOR

Escambia County Real Estate Acquisition Dept.
3363 W. Park Place
Pensacola, FL 32505

OPINION OF VALUE

110,000

AS OF

04/28/2014

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Exterior-Only Inspection Residential Appraisal Report

14062500
File # 14062500

SALES COMPARISON APPROACH	There are 4 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 65,000 to \$ 128,950 .																							
	There are 12 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 61,954 to \$ 130,000 .																							
	FEATURE			SUBJECT			COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3											
	Address 409 Elcino Dr Pensacola, FL 32526			1709 Gnarly Oaks Circle Pensacola, FL 32526			474 Elcino Drive Pensacola, FL 32526			7929 Red Bean Drive Pensacola, FL 32526														
	Proximity to Subject			0.25 miles NE			0.15 miles NE			1.34 miles SE														
	Sale Price			\$ N/A			\$ 115,000			\$ 141,500			\$ 125,000											
	Sale Price/Gross Liv. Area			\$ sq.ft.			\$ 65.49 sq.ft.			\$ 78.22 sq.ft.			\$ 92.59 sq.ft.											
	Data Source(s)			PAR#454926; DOM:30			PAR#442314; DOM: 137			PAR#459342; DOM:0														
	Verification Source(s)			County Appraiser Website			County Appraiser Website			County Appraiser Website														
	VALUE ADJUSTMENTS			DESCRIPTION			DESCRIPTION + (-) \$ Adjustment			DESCRIPTION + (-) \$ Adjustment			DESCRIPTION + (-) \$ Adjustment											
	Sales or Financing Concessions			ArmsLgth Cash; 0			ArmsLgth Cash; 0			ArmsLgth Conv; 0														
	Date of Sale/Time			01/06/2014			08/20/2013			04/11/2014														
	Location			SGrove,Interior			SGrove,Cul-de-sac			SGrove,Cul-de-sac			BayouPlace,Int											
	Leasehold/Fee Simple			Fee Simple			Fee Simple			Fee Simple			Fee Simple											
	Site			0.23 acres			0.24 acres			0.18 acres			0.14 acres											
	View			Residential			Residential			Residential			Residential											
	Design (Style)			Traditional			Traditional			Traditional			Contemporary											
	Quality of Construction			Average/Brick			Average/Brick			Average/Brick			Average,Brick											
	Actual Age			17			21			+4,000			6			-11,000			10			-7,000		
	Condition			Average			Average			Average			Average											
Above Grade			Total Bdrms. Baths			Total Bdrms. Baths			Total Bdrms. Baths			Total Bdrms. Baths												
Room Count			5 3 2			5 3 2			5 3 2			5 3 2												
Gross Living Area			1,398 sq.ft.			1,756 sq.ft.			-17,900			1,809 sq.ft.			-20,550			1,350 sq.ft.			0			
Basement & Finished Rooms Below Grade			None			None			None			None			None			None						
Functional Utility			Adequate			Adequate			Adequate			Adequate			Adequate									
Heating/Cooling			Central H/A			Central H/A			Central H/A			Central H/A			Central H/A									
Energy Efficient Items			Enrgy Eff Ftrs			Enrgy Eff Ftrs			Enrgy Eff Ftrs			Enrgy Eff Ftrs			Enrgy Eff Ftrs									
Garage/Carport			2 Car Garage			2 Car Garage			2 Car Garage			2 Car Garage			2 Car Garage									
Porch/Patio/Deck			OpnPto,CvdEntry			OpnPto,CvdEntry			Opn&SonPrch,CvdEntry			-5,000			OpnPto,CvdEntry									
Extras:			Fence			Fence			Fence			Fence			Fence									
Net Adjustment (Total)						+ - \$ -13,900			+ - \$ -36,550			+ - \$ -7,000												
Adjusted Sale Price of Comparables						Net Adj. 12.1 % Gross Adj. 19.0 %			Net Adj. 25.8 % Gross Adj. 25.8 %			Net Adj. 5.6 % Gross Adj. 5.6 %			\$ 118,000									
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain										This information is limited to information contained in the county property appraiser's data base.														
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.																								
Data Source(s) County Property Appraisers Website																								
My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.																								
Data Source(s) County Property Appraisers Website																								
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).																								
ITEM		SUBJECT				COMPARABLE SALE #1				COMPARABLE SALE #2				COMPARABLE SALE #3										
Date of Prior Sale/Transfer		12/1997				10/15/2013				01/19/2010				11/21/2013										
Price of Prior Sale/Transfer		\$83,900				\$69,800				\$100 (Quick Claim Deed)				\$124,900										
Data Source(s)		County Appraiser Website				County Appraiser Website				County Appraiser Website				County Appraiser Website										
Effective Date of Data Source(s)		06/25/2014				06/25/2014				06/25/2014				06/25/2014										
Analysis of prior sale or transfer history of the subject property and comparable sales This is not a title search. The appraiser relies on the lender of client to reveal ownership or transactions not shown in the above sources of which the lender may be aware.																								
Summary of Sales Comparison Approach The appraiser reconciled the final opinion of value of the subject within the adjusted and unadjusted ranges of the comparable sales used. Sales selection: extensive research was conducted in the market place for sales similar in style, size, location, and characteristics to the subject property. The sales selected by the appraiser were chosen for their similarity to the subject. Where necessary, appropriate adjustments have been made to the comparable sales. It is the appraisers opinion that the sales used are the best available. Together, the comparables cited describe the range of values for the subject property and support the various adjustments made. See attached addenda for further explanation and weighting table.																								
Indicated Value by Sales Comparison Approach \$ 110,000																								
RECONCILIATION	Indicated Value by: Sales Comparison Approach \$ 110,000 Cost Approach (if developed) \$ Income Approach (if developed) \$																							
	Only the Sales Comparison Approach was used. The Cost Approach is not necessary for credible results and therefore not developed in this analysis. The Income Approach is not used by the typical buyer in this market and is not used in this report.																							
This appraisal is made <input type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input checked="" type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: See attached addenda.																								
Based on a visual inspection of the exterior areas of the subject property from at least the street, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 110,000 , as of 04/28/2014 , which is the date of inspection and the effective date of this appraisal.																								

Exterior-Only Inspection Residential Appraisal Report

14062500

File # 14062500

ADDITIONAL COMMENTS

Limited Scope of Physical Observation of the Subject:

This appraisal is based upon a limited observation only of the subject. NOT AN INSPECTION.The scope of data concerning the physical condition of the subject property is limited to a "walk through" and "walk around" observation of the subject and in some cases information revealed by others. A portion of the improvements may not be directly observable due to the location of personal property, equipment, wall & floor coverings and/or vegetation. Crawl spaces and/ or attic areas specifically have not been observed. The roof was observed from the ground only - portions of which may not be visible due to obstruction or height. The appraisal should not be construed as a home inspection, site survey, title search, structural or engineering inspection or WDO inspection (wood destroying organisms). Obvious defects, deficiencies, damages, inadequacies or significant deferred maintenance noted by the appraiser are addressed in the report. The mechanical, plumbing, electrical, structural systems are assumed to be free of defects and in adequate condition unless specifically noted otherwise in the report, but are not guaranteed by the appraiser. The appraisal makes no warranties or guarantees whatsoever concerning the physical condition of the subject.

Zoning - Limited Scope Analysis:

Zoning typically involves the regulation of structure type, density, setbacks, height and many other aspects of site development and use. The scope of the analysis is limited to the conformity of the main structure to the uses permitted within the applicable zoning district. Zoning information is obtained from the county property appraisers website and is assumed to be correct.

Highest and Best Use of the Site:

The subject site is physically suited for a residential dwelling. It is allowed under the current government regulations; it is a financially feasible use and will result in the highest value attributable to the subject site.

Site Comments:

The flood zone designation is not a guarantee that the subject site or improvements will not experience flooding. Additionally, flood maps, flood zones, coastal barrier zones and minimum base slab or floor levels are subject to change without notice. It is recommended that a qualified surveyor verify the exact flood zone designation, site dimensions, site area, position of improvements and any easements on the site and verify that all of the improvements at the address shown are incorporated inside of the site described by the legal description.

FILLED IN TEXT ITEMS APPEARING THROUGHOUT ALL FORMS/PAGES OF THIS REPORT SUPERCEDE ANY PRE-PRINTED ITEMS IN WHICH THEY CONFLICT. SEE ATTACHED ADDENDA AND ALL EXHIBITS AS LISTED IN THE TABLE OF CONTENTS. THIS REPORT IS CONSIDERED INCOMPLETE WITHOUT THEM.

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.
Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

COST APPROACH

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE = \$		
Source of cost data	DWELLING	Sq.Ft. @ \$ = \$
Quality rating from cost service	Effective date of cost data	Sq.Ft. @ \$ = \$
Comments on Cost Approach (gross living area calculations, depreciation, etc.) = \$		
	Garage/Carport	Sq.Ft. @ \$ = \$
	Total Estimate of Cost-New = \$		
	Less Physical	Functional	External
	Depreciation		= \$()
	Depreciated Cost of Improvements = \$		
	"As-is" Value of Site Improvements = \$		
Estimated Remaining Economic Life (HUD and VA only)	Years	INDICATED VALUE BY COST APPROACH = \$	

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach
Summary of Income Approach (including support for market rent and GRM)

INCOME

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.
Legal Name of Project
Total number of phases Total number of units Total number of units sold
Total number of units rented Total number of units for sale Data source(s)
Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion
Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source(s)
Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

PUD INFORMATION

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

Exterior-Only Inspection Residential Appraisal Report

14062500
File # 14062500

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser’s continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a visual inspection of the exterior areas of the subject property from at least the street, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

The appraiser must be able to obtain adequate information about the physical characteristics (including, but not limited to, condition, room count, gross living area, etc.) of the subject property from the exterior-only inspection and reliable public and/or private sources to perform this appraisal. The appraiser should use the same type of data sources that he or she uses for comparable sales such as, but not limited to, multiple listing services, tax and assessment records, prior inspections, appraisal files, information provided by the property owner, etc.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market’s reaction to the financing or concessions based on the appraiser’s judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser’s certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Exterior-Only Inspection Residential Appraisal Report

14062500
File # 14062500

APPRAISER’S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a visual inspection of the exterior areas of the subject property from at least the street. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

Exterior-Only Inspection Residential Appraisal Report

14062500
File # 14062500

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- 1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- 4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature [Signature]
Name G. Daniel Green MAI, SRA
Company Name G. Daniel Green & Associates, Inc.
Company Address 103 Bay Bridge Dr, Gulf Breeze, FL 32561

Telephone Number (850) 934-1797 x100
Email Address appraisal@gdanielgreen.com
Date of Signature and Report 06/25/2014
Effective Date of Appraisal 04/28/2014
State Certification # Cert Gen RZ836
or State License # _____
or Other (describe) _____ State # _____
State FL
Expiration Date of Certification or License 11/30/2014
ADDRESS OF PROPERTY APPRAISED
409 Elcino Dr
Pensacola, FL 32526

APPRAISED VALUE OF SUBJECT PROPERTY \$ 110,000
LENDER/CLIENT
Name Stacey Ward
Company Name Escambia County Real Estate Acquisition Dept.
Company Address 3363 W. Park Place, Pensacola, FL 32505

Email Address stacey_ward@myescambia.com

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____

Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect exterior of subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

Market Conditions Addendum to the Appraisal Report

14062500
File No. 14062500

MARKET RESEARCH & ANALYSIS

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address	409 Elcino Dr	City	Pensacola	State	FL	ZIP Code	32526
Borrower	N/A						

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7–12 Months	Prior 4–6 Months	Current – 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	7	3	2	<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)	1.17	1.00	0.67	<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Declining
Total # of Comparable Active Listings	3	4	4	<input checked="" type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	2.6	4.0	6.0	<input checked="" type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7–12 Months	Prior 4–6 Months	Current – 3 Months	Overall Trend		
Median Comparable Sale Price	122,000	92,500	110,197	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Sales Days on Market	41	36	48	<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Increasing
Median Comparable List Price	109,000	108,000	109,000	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Listings Days on Market	58	123	141	<input checked="" type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Increasing
Median Sale Price as % of List Price	100	96.37	98.55	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Seller-(developer, builder, etc.)paid financial assistance prevalent?				<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.).				The only seller concessions noted are relative to price reductions of existing speculative built homes. No significant market concessions are otherwise noted. It appears that the market is returning to a negated closing cost arrangement between both parties for the allowable fees that area change.		
Are foreclosure sales (REO sales) a factor in the market?						
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain (including the trends in listings and sales of foreclosed properties).						
There are foreclosures and short sales in the subjects market area. Of the 12 sales noted above, 5 are identified as either a short sale or foreclosure. Of the 4 active listings, 2 are identified as such. Many of these properties are reported to be in good to average condition and have had reasonable market exposure.						
Cite data sources for above information.						
Pensacola MLS						
Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.						
The information above is based on sales of interior properties within a 1.5 mile radius of the subject. The data above reflects properties with in 20% size GLA, and ten years of age of the subject. Due to the limited number of recent sales, this search includes properties that may not be closely competitive with the subject. It was necessary to expand search parameters in order to detect a market trend. Even with this expanded search criteria there is an insufficient number of sales in order to detect a trend other than a trend of limited market activity. The median comparable days on market and comparable listings days on market only reflects the days of the current listings/sale. Often these properties are listed/expired/withdrawn several times before they finally sell. This information is therefore not as reliable as the days on market data provided in the report.						

CONDO/CO-OP PROJECTS

If the subject is a unit in a condominium or cooperative project , complete the following:

Subject Project Data	Prior 7–12 Months	Prior 4–6 Months	Current – 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Active Comparable Listings				<input checked="" type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Unit Supply (Total Listings/Ab.Rate)				<input checked="" type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Are foreclosure sales (REO sales) a factor in the project?

☐ Yes ☐ No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRaiser

Signature		Signature	
Appraiser Name	G. Daniel Green MAI, SRA	Supervisory Appraiser Name	
Company Name	G. Daniel Green & Associates, Inc.	Company Name	
Company Address	103 Bay Bridge Dr, Gulf Breeze, FL 32561	Company Address	
State License/Certification #	Cert Gen RZ836	State	FL
State License/Certification #		State	
Email Address	appraisal@gdanielgreen.com	Email Address	

Freddie Mac Form 71 March 2009 Page 1 of 1 Fannie Mae Form 1004MC March 2009

Form 1004MC2 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Supplemental Addendum

File No. 14062500

Borrower/Client	N/A				
Property Address	409 Elcino Dr				
City	Pensacola	County	Escambia	State	FL Zip Code 32526
Lender	Escambia County Real Estate Acquisition Dept.				

Additional Appraiser Certification

I have performed services, as an appraiser, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. I completed a land only appraisal on 06/14/2014.

Exterior-Only : Neighborhood - Description

Shadow Grove subdivision is characterized by homes built between 1990-2008 that range from 1,400-3,000 SF. Saufley Field Rd. is the major thoroughfare. All school levels, employment centers, shopping, medical and recreational facilities, and major transportation arteries are conveniently located. The subject is compatible with the neighborhood. The subdivision is neat and well maintained as well as the neighboring subdivisions. The area has good market acceptance.

Exterior-Only : Site Comments

As per the County topography report, the subject contains Bonifay Loamy Sand and Pickney Sand soil that drains into the Millview Basin. The property has been altered since these maps were developed. A wetland analysis has not been provided. However, as you will see in the attached subject photos, it appears that the building is standing on an unstable foundation as a result from the flood that occurred on 04/29/2014.

**Other land use is considered vacant land.

Summary of Sales Comparison Approach

All comparable sales used are good indicators of value. Comparable sale one and two are located in the subjects subdivision and comparable sale three was used in order to bracket the size GLA. There were no sales in the subjects subdivision within 20% of the size GLA from the subject that took place in the previous 12 months of the effective date of the appraisal therefore the appraiser used the best 3 sales available. All comparable sales required an adjustment for age. Comparable sale one and two required a negative adjustment for size GLA. Comparable sale two also required a negative adjustment for the subject lacking a screened porch.

There is no clear data to isolate bathroom, parking and exterior features in order to determine a market response. These adjustments are considered to be an estimated contributory value rather than a market response.

The subject valuation is a retrospective analysis. The appraisal is made contingent on the condition at the time of the effective date of this valuation, April 28, 2014, before the damage from the 04/2014 flood.

Weighting Table

SALE	ADJUSTED VALUE	WEIGHT	WEIGHTED VALUE
1	\$101,100	31%	\$31,341
2	\$104,950	24%	\$25,188
3	\$118,000	44%	\$51,920
TOTAL			\$108,449
ROUNDED TO			\$110,000

Professional Assistance:

Robin Mickelson, State Licensed Trainee Appraiser #R123938(Supervisor: G. Daniel Green, MAI, SRA St. Cert. Gen. REA #RZ836) is the only individual that has provided real property appraisal assistance to the person signing the certification.

Digital Pictures:

The digital pictures provided with this appraisal were not altered from their condition as of the date of inspection. The digital pictures included in the appraisal accurately reflect each of the identified properties as viewed by the appraiser.

Exterior-Only : Conditions of Appraisal

The subject valuation is a retrospective analysis. The appraisal is made contingent on the condition at the time of the effective date of this valuation, April 28, 2014, before the damage from the April 29/30/2014 flood event being "average", with no significant deferred maintenance, either on the interior or exterior. The interior condition is presumed to be more or less equivalent to the noted exterior condition, which in this case appears "average".

Building 1 - Address:1709 GNARLY OAKS CIR, Year Built: 1993, Effective Year: 1993

Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1.00
EXTERIOR WALL-BRICK-FACE
FLOOR COVER-CARPET
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-6.00
NO. STORIES-1.00
ROOF COVER-DIMEN/ARCH SHNG
ROOF FRAMING-GABLE-HI PITCH
STRUCTURAL FRAME-WOOD FRAME

Areas - 2364 Total SF

BASE AREA - 1756
GARAGE FIN - 420
OPEN PORCH FIN - 188

The floor plan diagram illustrates the layout of the building. It features a main house area labeled 'BAS' and a garage area labeled 'GRF'. The main house area includes a large rectangular section with dimensions 25, 32, 21, and 20. A smaller section at the top right has dimensions 10, 8, 10, and 2. The garage area is located at the bottom left with dimensions 21, 20, and 13. Various other dimensions and labels are present, including 'OPF' (Open Porch) and 'GRF' (Garage). The diagram uses blue lines for walls and red text for labels and dimensions.

Subject Photos

Borrower/Client	N/A				
Property Address	409 Elcino Dr				
City	Pensacola	County	Escambia	State	FL Zip Code 32526
Lender	Escambia County Real Estate Acquisition Dept.				



Subject Front



Subject Left Side



Subject Right Side



Subject Rear



Subject Back Yard



Subject Street View

Comparable Photo Page

Borrower/Client	N/A				
Property Address	409 Elcino Dr				
City	Pensacola	County	Escambia	State	FL
				Zip Code	32526
Lender	Escambia County Real Estate Acquisition Dept.				



Comparable 1

1709 Gnarly Oaks Circle
Prox. to Subject 0.25 miles NE
Sales Price 115,000
Gross Living Area 1,756
Total Rooms 5
Total Bedrooms 3
Total Bathrooms 2
Location SGrove,Cul-de-sac
View Residential
Site 0.24 acres
Quality Average/Brick
Age 21

Photo taken from PAR



Comparable 2

474 Elcino Drive
Prox. to Subject 0.15 miles NE
Sales Price 141,500
Gross Living Area 1,809
Total Rooms 5
Total Bedrooms 3
Total Bathrooms 2
Location SGrove,Cul-de-sac
View Residential
Site 0.18 acres
Quality Average/Brick
Age 6

Photo taken from PAR



Comparable 3

7929 Red Bean Drive
Prox. to Subject 1.34 miles SE
Sales Price 125,000
Gross Living Area 1,350
Total Rooms 5
Total Bedrooms 3
Total Bathrooms 2
Location BayouPlace,Int
View Residential
Site 0.14 acres
Quality Average,Brick
Age 10

Photo taken from PAR

Listing Photo Page

Borrower/Client	N/A				
Property Address	409 Elcino Dr				
City	Pensacola	County	Escambia	State	FL Zip Code 32526
Lender	Escambia County Real Estate Acquisition Dept.				



Listing 1

7916 Cayenne Way
Proximity to Subject 1.26 miles SE
List Price 128,950
Days on Market 123
Gross Living Area 1,506
Total Rooms 5
Total Bedrooms 3
Total Bathrooms 2
Age 11

Photo taken from PAR

Listing 2

Proximity to Subject
List Price
Days on Market
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Age

Photo taken from ECPA

Listing 3

Proximity to Subject
List Price
Days on Market
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Age

Location Map

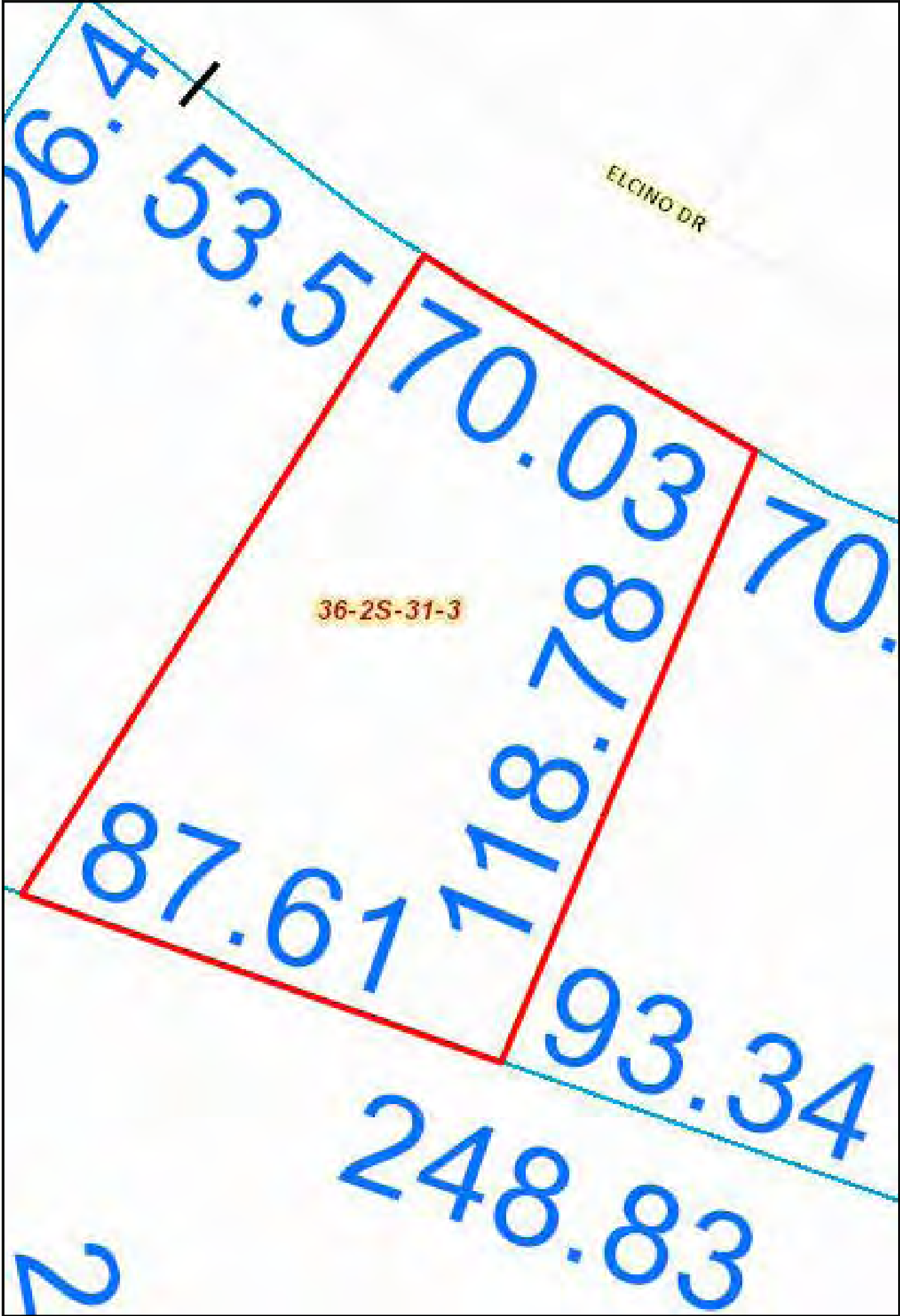
Borrower/Client	N/A				
Property Address	409 Elcino Dr				
City	Pensacola	County	Escambia	State	FL
				Zip Code	32526
Lender	Escambia County Real Estate Acquisition Dept.				



Plat Map

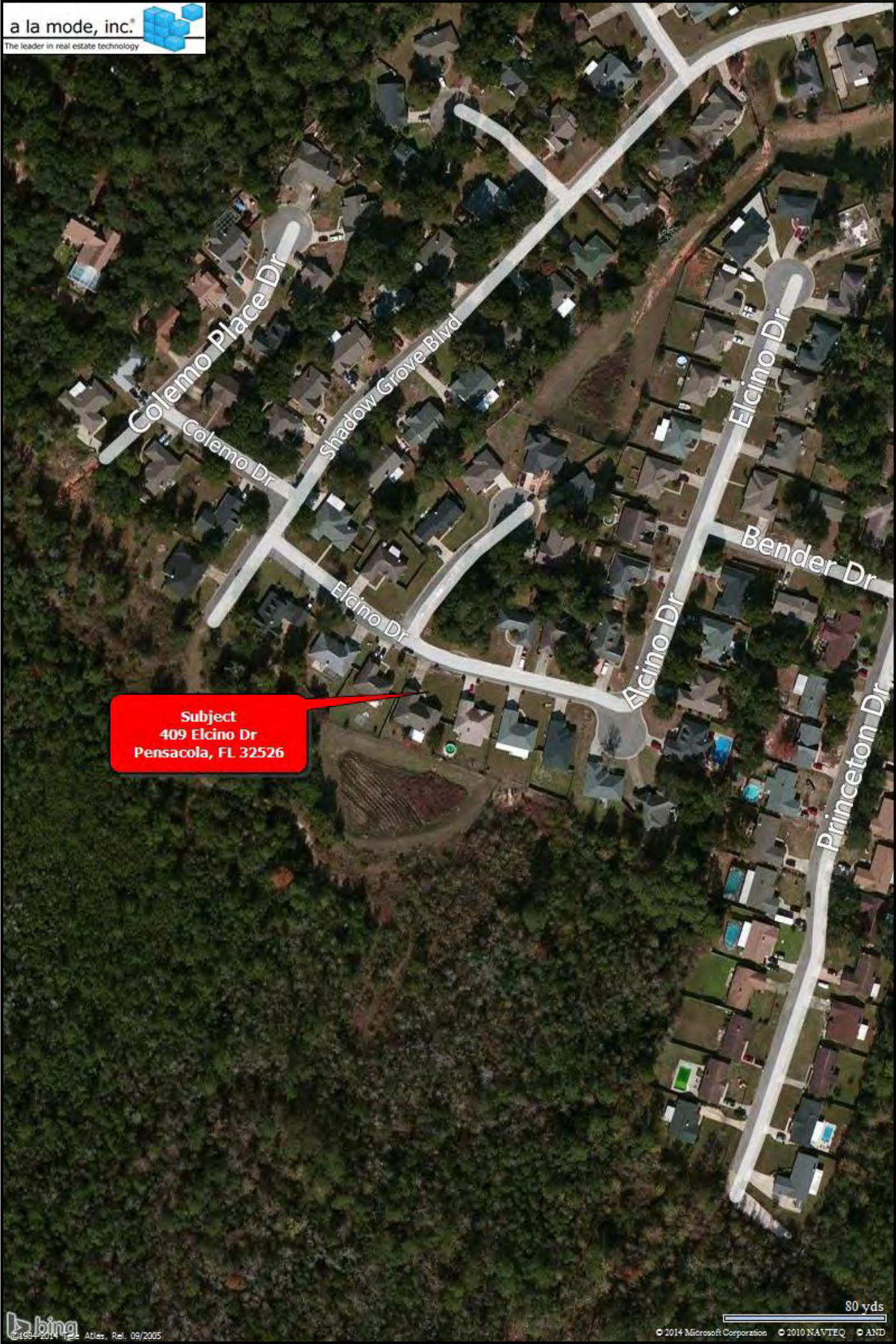
Borrower/Client	N/A			
Property Address	409 Elcino Dr			
City	Pensacola	County	Escambia	State FL Zip Code 32526
Lender	Escambia County Real Estate Acquisition Dept.			

The subject property is outlined in red



Subject Location Map

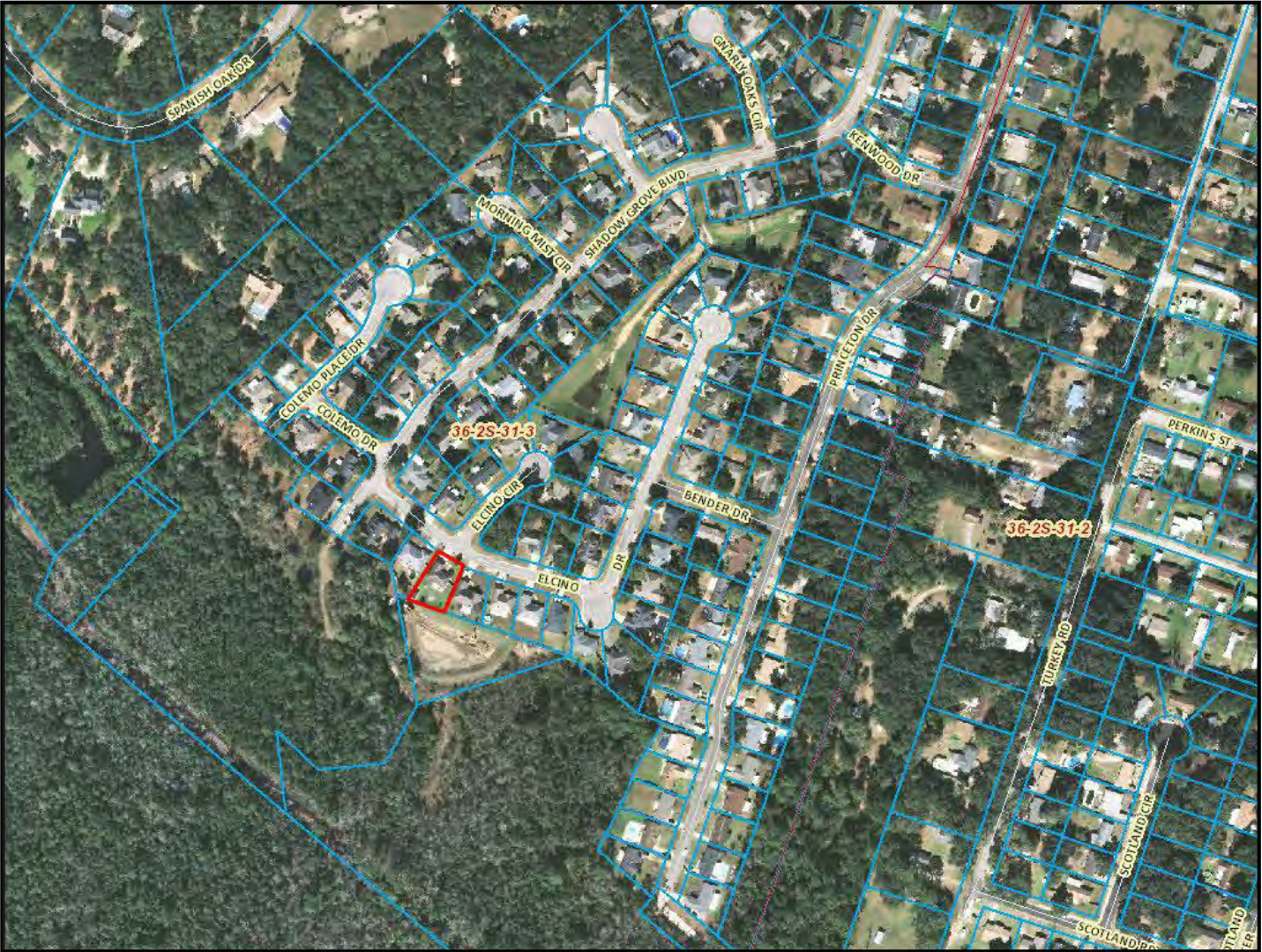
Borrower/Client	N/A			
Property Address	409 Elcino Dr			
City	Pensacola	County	Escambia	State FL Zip Code 32526
Lender	Escambia County Real Estate Acquisition Dept.			



General Location Map

Borrower/Client	N/A			
Property Address	409 Elcino Dr			
City	Pensacola	County	Escambia	State FL Zip Code 32526
Lender	Escambia County Real Estate Acquisition Dept.			

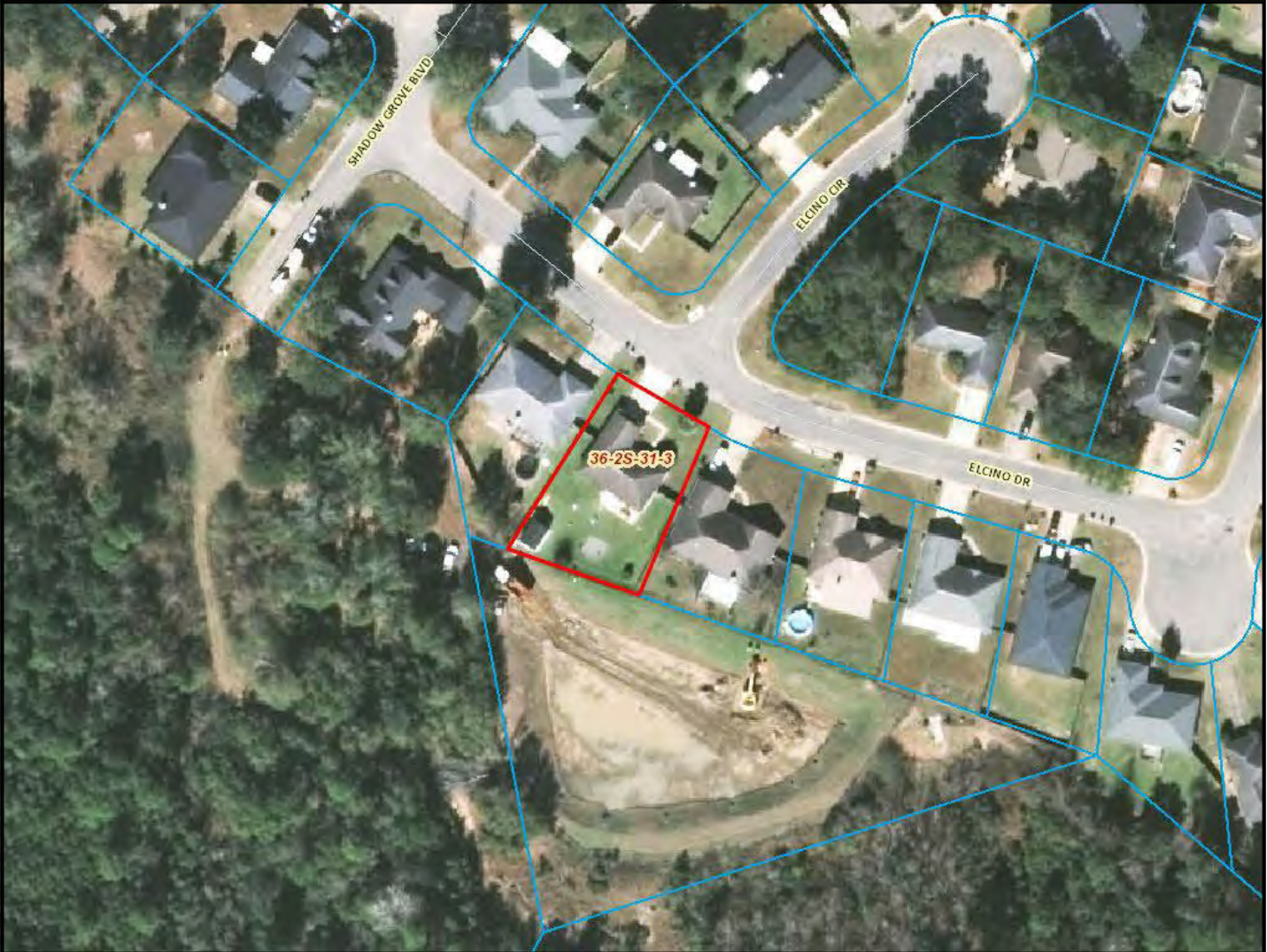
The subject property is outlined in red



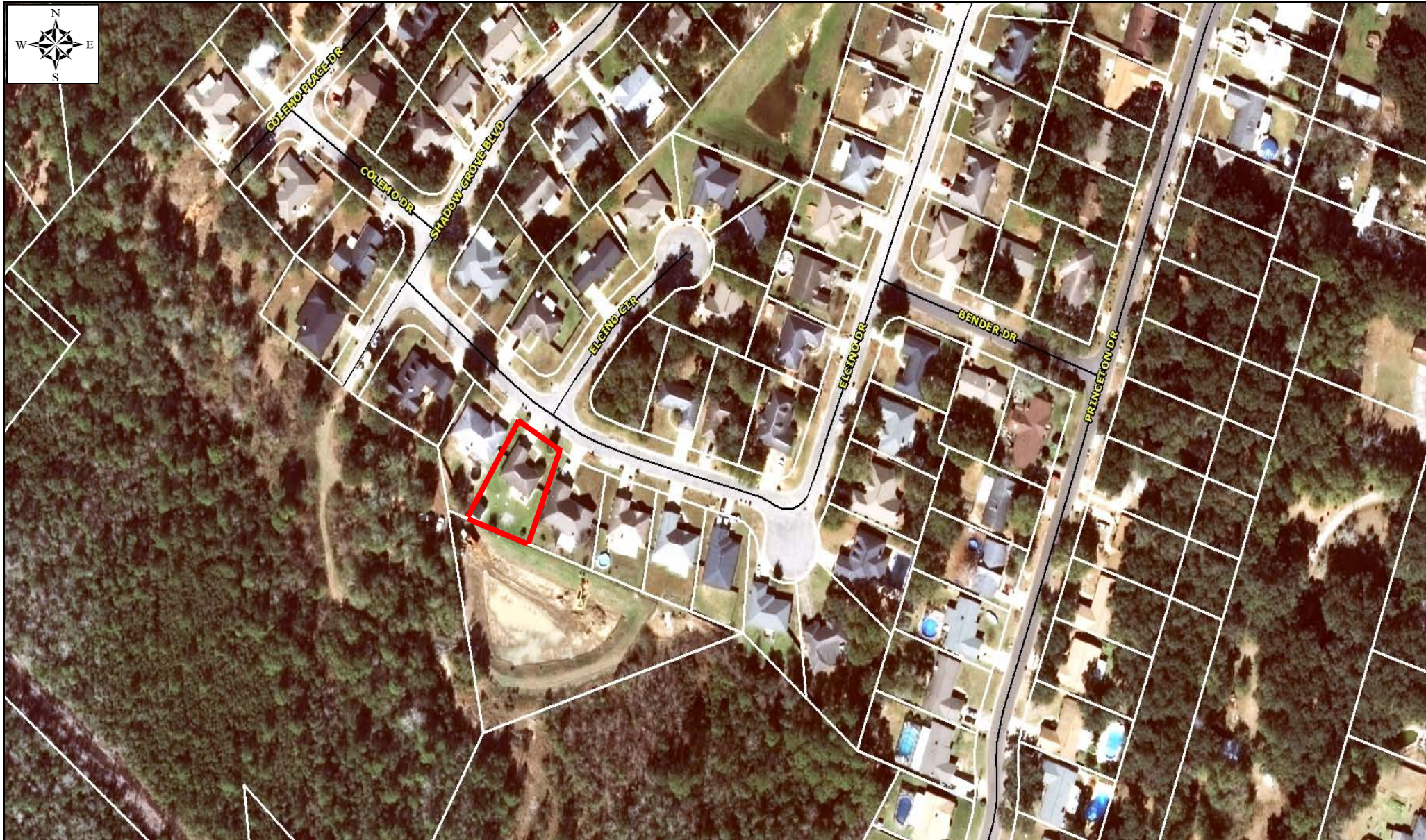
Aerial Map

Borrower/Client	N/A				
Property Address	409 Elcino Dr				
City	Pensacola	County	Escambia	State	FL Zip Code 32526
Lender	Escambia County Real Estate Acquisition Dept.				

The subject parcel is outlined in red



**PROPOSED ACQUISITION PROPERTY Y @ 409 ELCINO DRIVE / SHADOW GROVE S/D
OWNERS: GERARD & DENISE R. ROSADO**



**ROSADO PROPERTY / PARCEL NUMBER: 36-2S-31-0300-085-001
APPROXIMATELY 0.23 ACRES WITH RESIDENTIAL STRUCTURE**



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 07/08/14 DISTRICT 1



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6575

County Administrator's Report 16. 31.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Change Order to Hammond Engineering, Inc. Contract PD 02-03.79
"Innerarity Point Road Area Drainage Improvements"

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Hammond Engineering, Inc. for the "Innerarity Point Road Area Drainage Improvements Project" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Hammond Engineering, Inc. for the "Innerarity Point Road Area Drainage Improvements Project":

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$7,580.50
Vendor:	Hammond Engineering, Inc.
Project Name:	Innerarity Point Road Area Drainage Improvements Project
Contract:	PD 02-03.79.46.14.ENG
PO#:	131180
CO#:	2
Original Award Amount:	\$35,440.00
Cumulative Amount of Change Orders Through this CO:	\$18,950.50
New Contract Total:	\$54,390.50

[Funding Source: Fund 181 "Master Drainage Basin, Cost Center 210728 "Master Drainage Basin 10", Object Code 56301]

BACKGROUND:

On June 25, 2013, Hammond Engineering, Inc. was issued a task order to provide professional engineering, surveying and design services for Innerarity Point Road Area Drainage Improvements Project. The original project incorporates two separate locations along Innerarity Point Road.

The first property is located at 5930 Water Spray Terrace, and the second location includes the house on the east end and west side of Coronada Boulevard at the intersection of Innerarity Point Road (5805 Coronada Blvd. and 14410 Innerarity Point Road). On August 27, 2013, the Engineer was issued Change Order #1, to add design stormwater conveyance system improvements for Gorham Road where roadway and property flooding is a recurring problem.

This additive Change Order is for the Engineer of Record to provide updated design services, modifying the proposed design stormwater discharge route for the Water Spray Terrace portion of the Innerarity Point Road Area Drainage Design. Originally, the design recommended routing stormwater to the Intracoastal Waterway via Balderas Avenue. Upon review of the initial estimated construction cost, it has been determined to be much more cost effective to route the water through easements that have already been acquired abutting Linn Avenue, still ultimately discharging to the Intracoastal Waterway.

The Water Spray Terrace design was at 60% before stopping it; therefore, we will deduct the remainder of that design and apply it to the new design route fee. This project will be funded by Master Drainage Basin 10 funds. This additive Change Order will increase the total design amount to \$54,390.50. The total fee for the new design is \$13,199.50 however \$5,619.00 will be applied from the original task, which requires an additive change order of \$7,580.50.

BUDGETARY IMPACT:

Funds for this project are available in Fund 181 "Master Drainage Basin, Cost Center 210728 "Master Drainage Basin 10", Object Code 56301.

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 approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Original Task Order and PO

Change Order #1

Change Order #2


BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA, FL 32591-1591
(850) 595-4980

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PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

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080483
HAMMOND ENGINEERING INC
3802 N "S" ST
PENSACOLA FL 32505

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ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 06/28/13		BUYER: PAUL NOBLES		REQ. NO.: 13001299		REQ. DATE: 06/25/13	
TERMS: NET 30 DAYS		F.O.B.: N/A		DESC.: PD 02-03.79			
ITEM#	QUANTITY	UOM	DESCRIPTION		UNIT PRICE	EXTENSION	
IF YOU HAVE ANY QUESTIONS PLEASE CONTACT JEREMY KING AT 850.595.3453							
01	1.00	LOT	TASK ORDER NO.02.03.79.46.14.ENG "TO PROVIDE PROFESSIONAL ENGINEERING, SURVEYING AND DESIGN SERVICES FOR INNERARITY POINT ROAD AREA DRAINAGE IMPROVEMENTS. CIP: INNERARITY		35440.0000	35,440.00	
							
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$ 35,440.00		
01	210728	56301	35,440.00		TOTAL \$ 35,440.00		

Claudia Simonson

*Sean
Jeremy*



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

TASK ORDER - PD 02-03.79.46.14.ENG

**TO PROVIDE PROFESSIONAL ENGINEERING, SURVEYING AND DESIGN SERVICES FOR
INNERARITY POINT ROAD AREA DRAINAGE IMPROVEMENTS**

1.0 Authorization

This task order is issued in compliance with the provision of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts, Office of Purchasing Policy and Procedures PP-101, Consultant Task Orders and the terms and conditions of PD 02-03-79, Professional Services" as Defined in Florida Statute 287.055, (2) DEFINITIONS, (g) "Continuing Contract."

2.0 Scope

Under this Task Order, the Engineer (Hammond Engineering, Inc.) will provide the Escambia County Public Works Department, Engineering Division with Professional Engineering, Surveying and Design Services for Innerarity Point Road Area Drainage Improvements. This project consists of two separate locations along Innerarity Point Road. The first property is located at 5930 Water Spray Terrance and the second location includes the houses on the east and west side of Coronada Blvd., at the intersection of Innerarity Point Rd (5805 Coronada Blvd and 14410 Innerarity Point Road.) (Revised Scope of Services dated June 11, 2013.)

3.0 Schedule

This Task Order shall be completed within 365 calendar days from the issuance of the Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum amount of \$35,440.00. Invoices shall be submitted for monthly progress payments subject to the terms and conditions of PD 02-03.79.

5.0 Progress Meetings

The Engineer shall schedule periodic progress review meetings with the County project manager every 30 days as a minimum to discuss study progress and alternatives.

Issued by:

Escambia County, Florida

Accepted by:

Hammond Engineering, Inc.

Date

H:\ENG\WPDOCS\Contract 02-03.79 Prof Services\Hammond Engineering\02-03.79.46.14.ENG.doc

Date



HAMMOND ENGINEERING, INC.

Florida Certificate of Authorization No. 9130

Alabama Certificate of Authorization No. 3277

**Innerarity Point Road Drainage Improvements
Project Scope & Fee Proposal**

\$35,440.00

Revised June 11, 2013

Existing Drainage Conditions

This project consists of two separate locations along Innerarity Point Rd. where residential properties have flooded during extreme storm events. In both locations, it is anticipated that positive drainage can be achieved through ditches/piping to the nearby water bodies. Topographic surveying is already complete for both locations and will be provided along with this task order. If additional surveying is needed the County will provide it.

The first property is located at 5930 Water Spray Terrace. We have pictures on file available for review of the property during heavy rain events. The preliminary solution for this area is to install a combination ditch system and piping to achieve positive discharge to the Intracoastal Waterway. The County R/W for Balderas Ave. extends southerly all the way to the water.

The second location includes the houses on the east and west side of Coronada Blvd. at the intersection of Innerarity Point Rd (5805 Coronada Blvd. and 14410 Innerarity Point Rd). The Coronada Blvd. R/W extends north to Bayou Garcon at a County owned boat ramp and adjacent park parcel. The preliminary solution for this area is to install a combination ditch and piping system.

Project Scope

The following tasks are to be completed by Hammond Engineering, Inc. and its sub-contractors:

TASK 100 Professional Design Services – \$ 29,230.00

101 Design Services - \$22,460.00

HEI will provide drainage design concepts for each location based on a 25 year critical duration event (conveyance system) and a 100 year critical duration event (residence flooding). Once a concept has been approved by county staff, HEI will provide drainage improvement construction documents. We will make plan submittals in compliance with the latest *Summary of Phase Submittals for Escambia County* which will include plan & profiles, cross sections, details, etc. The plans will include a Traffic

Control Plan, SWPPP, and required utility adjustments. We will make 30% (Concept Plans), 60%, 90% and final plans for review by the county. The plans will be submitted in paper and electronic format and will be reproducible to 11"x17" and 24"x36" sheet sizes. We will provide cost estimates at the 60% and 90% plan submittals and a final cost estimate. It is expected that this project will meet the pricing agreement requirements, however if the project construction cost exceed the pricing agreement threshold, HEI will provide all typical bid documents, attend all meetings, etc. as needed to move the project into the construction phase.

102 Public Involvement - \$1,680.00

HEI will participate in coordinating with the public. We will contact and discuss the project with the residents impacted within the project area as needed.

103 Utility Coordination/Permitting – \$2,260.00

We will attend utility coordination meetings and coordinate with all appropriate utilities. Permit fees are included. We will permit the project through the appropriate agencies which should include but not be limited to NFWMD and utilities requiring adjustment.

104 Limited Construction Administration - \$2,830.00

We will attend the pre-construction conference, review shop drawings, and be available for consulting purposes during construction. We shall provide as-built certifications based on post-construction plans provided by the contractor.

TASK 200 Optional Services – \$6,210.00

201 Subsurface Utility Verification - \$5,000.00

HEI will subcontract with Southeastern Surveying to provide SUE locations on an as needed basis.

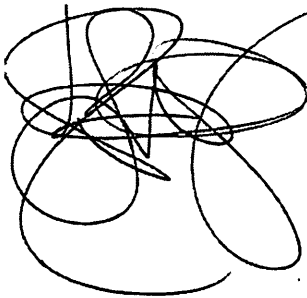
202 DEP/USCOE Permitting - \$1,210.00

Should the proposed plans include improvements seaward of the Mean High Water Line, HEI will contract with Wetland Sciences, Inc. to prepare and submit an application for impacts to navigable waters. This price includes the permit application fee.

Deliverables to be provided by HEI will include Cadd files of the construction plans and pdf copies of plans, permits applications, calculations, and correspondence. Should the county request additional services have questions or comments, please give us a call.

Sincerely,

HAMMOND ENGINEERING, INC.

A handwritten signature in black ink, consisting of several overlapping loops and a central cross-like shape, representing the name Thomas G. Hammond, Jr.

Thomas G. Hammond, Jr., PE
President

Hammons Engineering, Inc.

22-May-13

Consulting Services for
Innerarity Point Road Area DIP

Fee Schedule

Activity	Clerical		Engineering Tech.		Surveying Tech		Field Crew		Drill Rig Crew		Scientist		Engineer		Prof. Surveyor		Sr. Engineer		Manhours Task Fee	
	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	by task	
TASK 100 - PROFESSIONAL DESIGN SERVICES																				
Task 101 - Design Services	40	\$30.00	170	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	88	\$75.00	0	\$125.00	44	\$140.00	342	\$22,460.00
Task 102 - Public Input	4	\$30.00	8	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	8	\$75.00	0	\$125.00	4	\$140.00	24	\$1,680.00
Task 103 - Permitting	4	\$30.00	8	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	12	\$75.00	0	\$125.00	6	\$140.00	30	\$2,260.00
Task 104 - Limited Construction Administration	8	\$30.00	20	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	10	\$75.00	0	\$125.00	6	\$140.00	44	\$2,830.00
TASK 200 - OPTIONAL SERVICES																				\$6,210.00
TOTALS	56		198		0		0		0		0		118		0		60			\$35,440.00

57
RJ
206
RJ

Calculations
verified
6-18-13
J. Lambert

**Escambia County Design and Engineering Services
Hammond Engineering, Inc.**



Position	2010 Hourly Rate	Overhead	Profit	Billing Rate	Proposed Billing Rate
Scientist	\$28.00	160.00%	12.00%	\$81.54	\$75.00
Survey Crew	\$50.00	160.00%	12.00%	\$145.60	\$145.00
Technician	\$20.00	160.00%	12.00%	\$58.24	\$50.00
Clerical	\$18.00	160.00%	12.00%	\$52.42	\$50.00
Prof. Surveyor	\$45.00	160.00%	12.00%	\$131.04	\$125.00
Engineer	\$45.00	160.00%	12.00%	\$131.04	\$125.00
Drill Rig Crew	\$65.00	160.00%	12.00%	\$189.28	\$175.00

Shauna Jones
2/15/10



Checklist

Document Review / Signature Request

From	Jeremy King		
Date	4/17/2013		
Description	Abbreviated Selection		
Project Name	Innerarity Point Rd Area Drainage Improvements		
Deadline			
Action Needed	Review scope and select 3 A/E firms		
Routing Notes			
Routed Thru: Accounting		Date	
Routed Thru: Supervisor	Latest spreadsheet attached. 	Date	4/17/13
Approved By: County Engineer		Date	
County Engineer Comments			

Updated 01-17-12

Abbreviated A&E Selection Checklist

Project Name: Innerarity Point Rd Area Drainage Improvements

Project ENG#: 1840

Project Manager: Jeremy King

- The assigned PM and/or project owner shall draft an informal scope for committee members: Engineering Division Managers (Joy Jones and Rich Andrews), Traffic Division Manager (Colby Brown), and the assigned Project Manager from Engineering and/or Traffic.

Date: 4/17/2013

- The County Engineer (Joy Blackmon) and the Assistant County Administrator (Larry Newsom) shall choose 3 A/E's from the A/E Consultant Selection List (H:\ENG\WPDOCS\CMProjectMilestones\A&E List by FY.xls) while considering knowledge of the project, past performance, qualifications, equity of work, etc.

Date: 5/14/13

- The Committee shall rank the 3 A/E's selected (1, 2, & 3) and justify the selection of the #1 A/E.

Date: 5/14/13

- County Engineer (Joy Blackmon) will authorize the committee to proceed with the #1 A/E after review with the Assistant County Administrator (Larry Newsom).

Date: _____

- Once selection is approved via CE and ACA, the PM shall inform the selected A/E and request a formal scope (set up scope discussion meeting if needed). Robin shall be informed of the selection so she can update the Consultant Selection List.

Date: 5/16/13

- Once formal scope is acceptable, PM shall request a fee proposal.

Date: _____

- Schedule a Negotiation meeting.

Date: 6/6/13

- The Committee shall negotiate the fee with the selected A/E.

Date: 6/6/13

- Once the price is agreed upon, the PM shall submit appropriate paperwork to Accounting for issuance of a Purchase Order.

Date: 6/17/13

*This process should take 10 to 14 working days.

Revised: 02/13/13

Innerarity Point Rd Area Drainage Improvements

This project consists of two separate locations along Innerarity Point Rd. where residential properties have flooded during extreme storm events. In both locations, it is anticipated that positive drainage can be achieved through ditches/piping to the nearby water bodies. Topographic surveying is already complete for both locations and will be provided along with this task order.

The first property is located at 5930 Water Spray Terrace. We have pictures on file available for review of the property during heavy rain events. The preliminary solution for this area is to install a combination ditch system and piping to achieve positive discharge to the Intracoastal Waterway. The County R/W for Balderas Ave. extends southerly all the way to the water.

The second location are the houses on the east and west side of Coronada Blvd. at the intersection of Innerarity Point Rd (5805 Coronada Blvd. and 14410 Innerarity Point Rd). The Coronada Blvd. R/W extends north to Bayou Garcon at a County owned boat ramp and adjacent park parcel. The preliminary solution for this area is to install a combination ditch and piping system.

The consultant is to evaluate the area and provide design concepts to adequately convey the 25 year storm event and prevent flooding of the properties. Once a concept is selected, the consultant will design, and if needed, permit the solution through the applicable agencies. Other tasks include, but are not necessarily limited to, the preliminary construction cost estimate, final pricing through the County pricing agreement based upon quantities, geotech if required, meeting with residents, County staff, utility coordination, etc. Though it is not anticipated, real estate acquisition assistance may be needed as an optional service from the consultant.



ENG 1840

Project Name: Innerarity Point Rd. Area Drainage Impr. Date: 4/17/2013
Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law)
Checklist

The following checklist is intended to provide a method to assure compliance with Florida Statute 286.011, Public Meetings and Records, known as the "Sunshine Laws".

☐ Construction Based Task Order – Estimated Value \$ _____

☒ Study Based Task Order – Estimated Value \$ 30,000

Contract _____ Number _____

• Committee members

Jeremy King _____

Joy Jones _____

James Duncan _____

• Firms reviewed (please list all firms that were reviewed for possible consideration)

Hammond _____

Fitzpatrick _____

K. Horne _____

Jahre _____

(Include additional pages, if required)

• Ranking of final three firms

1. Tom Hammond _____

2. Ken Horne _____

3. David Fitzpatrick _____

• Motion made by: Jeremy King _____

• Motion seconded by: James Duncan _____

• Vote: _____

• Unanimous _____

• _____

• _____

• Rank/Decision date

5/14/13

JD 5/14/13
JK 5-14-13
JK 5/14/13



Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law)
Checklist

- Rational for number one firm
current work load / estimated response time. Previous experience with
damage complaints.

- Negotiation Meeting(s) with number one ranked firm (please be aware that these meeting shall be publicly noticed in the building in which they are being held two business days in advance of their occurrence)

Date	Time	Location
<u>6/6/13</u>	<u>1 PM</u>	<u>RM 205 CC</u>
_____	_____	_____
_____	_____	_____

(Include additional pages, if required)

- Date and time the information listed above was e-mailed to the Office of Purchasing for posting to the purchasing web site and the official posting board (as above, this information shall be provided to the Office of Purchasing in sufficient time to provide for a two business day posting prior to the meeting)

Name

- Meeting taped and minutes prepared by

- Minutes, tapes, backup material, etc. shall be provided to the Office of Purchasing with the task order before it can be approved and issued.

Prepared

By

I do hereby certify that the information
provided is true and correct.

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Innerarity Point Rd Area Drainage Improvements
Project ID: ENG1840
Location: Coronada Blvd. and Water Spray Terrace
Project Manager: Jeremy King
Date: 6/17/2013

Jan Burr 6/18/13
Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This new task order provides for A&E services to design stormwater conveyance system improvements for Water Spray Terrace and also Coronada Blvd. In both locations residential flooding has occurred. This project will be funded by drainage basin 10 funds. Total contract duration is 365 days. The total contract cost is \$35,440.

02-03 79.46.14 Eng

Attached backup documentation _____ page (s).
RFF/NTP Start Date _____ or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by _____ calendar days.

		Obligated	Required
Balance of CIP Project			
Funds for Original Construction Contract			
Funds for Construction CO#			
Contract PD	Contractor		
Funds for Original Task Order			
Funds for Addendum #			
Task Order PD	Consultant Hammond Engineering		\$ 35,440.00
Funds for Original Work Order			
Funds for Change Order #	Contractor		
Contract PD 10-11.065			
Funds for Contingency	Consultant		
Funds for Permit Fees	Agency		
Funds for Land Purchases	Owner		
Funds for Title Work	Company		
Contract PD	Contractor		
Funds for			
New Balance of CIP Project			\$ (35,440.00)

This section to be completed by Administration to accomplish fund transfer:

From: Fund _____ Project # *13 X 0618* Project Name *0618* Amount *35440*
To: Fund _____ Project # _____ Project Name *94p* Amount *35440*

Transfer _____

County Engineer Signature _____

Transferred by *Blanket*

Transfer Date *6/18/13*

Posted to Expedition
Date: _____

REQUISITION 13001299

REQUESTED REQUIRED
06/25/13 06/25/13

GROUP NAME ENGINEERING BUYER
PUBLIC WORKS/INFRASTRUCTU PURCHASING MANAGE

SHIP TO PUWE-0
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

VENDOR 080483
HAMMOND ENGINEERING INC
3802 N "S" ST
PENSACOLA FL 32505

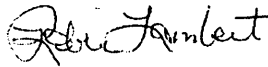
IF YOU HAVE ANY QUESTIONS PLEASE
CONTACT JEREMY KING AT 850.595.3453

FREIGHT

LN/ST	COMMODITY	STOCK NO	QUANTITY	UOM	UNIT PRICE	EXTENSION/ TAX/TRADE-IN
01			1.00	LOT	35,440.0000	35,440.00
0	TASK ORDER NO.02.03.79.46.14.ENG "TO PROVIDE PROFESSIONAL ENGINEERING,SURVEYING AND DESIGN SERVICES FOR INNERARITY POINT ROAD AREA DRAINAGE IMPROVEMENTS. CIP: INNERARITY					0.00 0.00
TOTAL PRICE						35,440.00
COST CENTER		ACCOUNT	PROJ/TASK	ACCOUNT	CHARGE AMOUNT	
210728		56301			35,440.00	

REQUISITION TOTAL 35,440.00

Robin Lambert
cn=Robin Lambert,
o=Engineering, ou=Public
Works,
email=robin_lambert@co.esc
ambia.fl.us, c=US
2013.06.25 12:58:23 -05'00'



BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA, FL 32591-1591
(850) 595-4980

PURCHASE ORDER NO. 131180-1**CHANGE DATE: 08/27/13**

VENDOR
080483
HAMMOND ENGINEERING INC
3802 N "S" ST
PENSACOLA FL 32505

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 06/28/13		BUYER: PAUL NOBLES		REQ. NO.: 13001299		REQ. DATE: 06/25/13	
TERMS: NET 30 DAYS		F.O.B.: N/A		DESC.: CHANGE ORDER - 1			
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION		
<p>Change Order #1 is an additive change order to provide A&E services to design stormwater conveyance system improvements for Gorham Road where roadway and property flooding is a reoccurring problem. This project will be funded by drainage basin 10 funds. There is not additional time needed with this change order. This additive change order will increase the total design amount to \$46,810.00 CIP: Innerarity Pointe Road Area Drainage Improvements</p> <p>Previous PO/Contract Total Dollars: \$35,440.00 Net Dollars for this Change: \$11,370.00 New PO/Contract Total Dollars: \$46,810.00</p>							
01	.00	LOT	TASK ORDER NO.02.03.79.46.14.ENG "TO PROVIDE PROFESSIONAL ENGINEERING, SURVEYING AND DESIGN"	11370.0000	11,370.00		
				FLORIDA			
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$ 11,370.00		
01	210728	56301	11,370.00		TOTAL \$ 11,370.00		

APPROVED BY

PURCHASE ORDER NO. 131180-1

CHANGE DATE: 08/27/13

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

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[PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843]

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[080483
 HAMMOND ENGINEERING INC
 3802 N "S" ST
 PENSACOLA FL 32505]

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[ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505]
 T
O
[ATTN: ROBIN LAMBERT]

ORDER DATE: 06/28/13	BUYER: PAUL NOBLES	REQ. NO.: 13001299	REQ. DATE: 06/25/13
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TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 1
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
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SERVICES FOR INNERARITY POINT ROAD AREA
 DRAINAGE IMPROVEMENTS. CIP: INNERARITY



ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$
				TOTAL \$ 11,370.00

APPROVED BY _____

PN

CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: **080483**
Project Number:
Department: **PUBLIC WORKS/ENGINEERING**

Vendor Name: **HAMMOND ENGINEERING, INC.**
P.O. Number: **131180** C.O. Number: **1**
P.D. Number: **02.03.79.46.14.ENG** Date: **08/22/13**

Notes for Modifying the Scope of Award:

Additive Change Order is to provide A&E services to design stormwater conveyance system improvements for Gorham Road where roadway and property flooding is a reoccurring problem. This project will be funded by drainage basin 10 funds. There is not additional time needed with this Change Order. This Additive Change Order will increase the total design amount to \$46,810.00. CIP: Innerarity Point Rd Area Drainage Improvements

To Modify Existing Purchase Order:

Adding Dollars to Line Item No: **1**
Deleting Dollars from Line Item No:

Quantity Adjustment:
Adjustment:

Amount: **\$11,370.00**
Amount:

Modify Notes:

Date of BCC action: (ATTACH RESUME)

Purchase Order Total Dollars:	\$35,440.00
Net Dollars added or subtracted:	\$11,370.00
New Purchase Order Total Dollars:	\$46,810.00
New Contract Total Dollars:	\$35,440.00
Net Dollars added or subtracted:	\$11,370.00
New Contract Total Dollars:	\$46,810.00

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210728	56301		\$11,370.00	\$46,810.00

☒ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: *Evelyn Rancifer*

Evelyn Rancifer
civ=Evelyn Rancifer, o=Escambia County
BCC, ou=Public Works, Engineering,
email=evelyn_rancifer@myscambia.co
m, c=US
2013.08.22 10:11:09 -05'00'

Robin Lambert
civ=Robin Lambert, o=BOCC,
ou=Public Works,
email=rlambert@myscambia.
com, c=US
2013.08.22 10:46:01 -05'00'

Digitally signed by Jimmy King
DN: cn=Jimmy King,
ou=Escambia County BCC,
ou=Public Works,
email=jimmy_king@myscambia.
com, c=US
Date: 2013.08.22 14:26:13 -05'00'

Contract Administrator's Certification & Approval: *Joy D. Blackmon*

Office of Purchasing Review Approval: *Joy D. Blackmon*

Department Director: *Joy D. Blackmon*

County Administrator's Approval: *Joy D. Blackmon*

Digitally signed by Joy D. Blackmon
DN: cn=Joy D. Blackmon, o=Public Works,
email=jdblackm@myscambia.com, c=US
Date: 2013.08.27 10:27:42 -05'00'

Date:
Date:
Date:
Date:
Date: **8-27-13**



HAMMOND ENGINEERING, INC.
Florida Certificate of Authorization No. 9130
Alabama Certificate of Authorization No. 3277

**Innerarity Point Road Drainage Improvements
Project Scope & Fee Proposal
Change Order No. 1
\$11,370.00
Revised August 19, 2013**

Existing Drainage Conditions

This project consists of an additional location along Innerarity Point Rd. where residential properties have flooded during extreme storm events. It is anticipated that positive drainage can be achieved through ditches/piping to the nearby water bodies. Topographic surveying is being carried out by the Escambia County Survey and will be provided along with this task order. If additional surveying is needed the County will provide it.

The additional location is along Gorham Road where residents have brought to the County's attention that there is significant road flooding along the portion of Gorham Rd. between Bob-O-Link Rd. and Cruzat Way during normal rainfall events. The county wishes to eliminate the property and street flooding through the installation of a drainage system to Bayou Garcon through existing County R/W along Cruzat. The county would also like to look into the drainage system along Bob-O-Link to see if the standing water can be cured. In addition to a drainage system, the county would like to include resurfacing of Cruzat Way, Gorham Rd, and Bob-O-Link Rd. all the way to Innerarity Point Rd.

Project Scope

The following tasks are to be completed by Hammond Engineering, Inc. and its sub-contractors:

TASK 100 Professional Design Services - \$ 11,370.00

101 Design Services - \$7,985.00

HEI will provide drainage design concepts for each location based on a 25 year critical duration event (conveyance system) and a 100 year critical duration event (residence flooding). Once a concept has been approved by county staff, HEI will provide drainage improvement construction documents. We will make plan submittals in compliance with the latest *Summary of Phase Submittals for Escambia County* which will include plan & profiles, cross sections, details, etc. The plans will include a Traffic Control Plan, SWPPP, and required utility adjustments. We will make 60%, 90% and final plans for review by the county. The plans will be

3802 North "S" Street PENSACOLA, FL. 32505
850 434 2603 850 434 2650 FAX TOM@SELANDDESIGN.COM



HAMMOND ENGINEERING, INC.
Florida Certificate of Authorization No. 9130
Alabama Certificate of Authorization No. 3277

**Innerarity Point Road Drainage Improvements
Project Scope & Fee Proposal
Change Order No. 1
\$11,370.00
Revised August 19, 2013**

Existing Drainage Conditions

This project consists of an additional location along Innerarity Point Rd. where residential properties have flooded during extreme storm events. It is anticipated that positive drainage can be achieved through ditches/piping to the nearby water bodies. Topographic surveying is being carried out by the Escambia County Survey and will be provided along with this task order. If additional surveying is needed the County will provide it.

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Project Scope

The following tasks are to be completed by Hammond Engineering, Inc. and its sub-contractors:

TASK 100 Professional Design Services – \$ 11,370.00

101 Design Services - \$7,985.00

HEI will provide drainage design concepts for each location based on a 25 year critical duration event (conveyance system) and a 100 year critical duration event (residence flooding). Once a concept has been approved by county staff, HEI will provide drainage improvement construction documents. We will make plan submittals in compliance with the latest *Summary of Phase Submittals for Escambia County* which will include plan & profiles, cross sections, details, etc. The plans will include a Traffic Control Plan, SWPPP, and required utility adjustments. We will make 60%, 90% and final plans for review by the county. The plans will be

submitted in paper and electronic format and will be reproducible to 11"x17" and 24"x36" sheet sizes. We will provide cost estimates at the 60% and 90% plan submittals and a final cost estimate. It is expected that this project will meet the pricing agreement requirements, however if the project construction cost exceed the pricing agreement threshold, HEI will provide all typical bid documents, attend all meetings, etc. as needed to move the project into the construction phase.

102 Public Involvement - \$840.00

HEI will participate in coordinating with the public. We will contact and discuss the project with the residents impacted within the project area as needed.

103 Utility Coordination/Permitting – \$1,130.00

We will attend utility coordination meetings and coordinate with all appropriate utilities. Permit fees are included. We will permit the project through the appropriate agencies which should include but not be limited to NFWMD and utilities requiring adjustment.

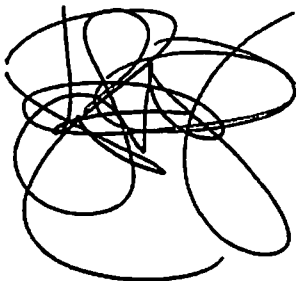
104 Limited Construction Administration - \$1,415.00

We will attend the pre-construction conference, review shop drawings, and be available for consulting purposes during construction. We shall provide as-built certifications based on post-construction plans provided by the contractor.

Deliverables to be provided by HEI will include Cadd files of the construction plans and pdf copies of plans, permits applications, calculations, and correspondence. Should the county request additional services have questions or comments, please give us a call.

Sincerely,

HAMMOND ENGINEERING, INC.

A handwritten signature in black ink, appearing to be 'Thomas G. Hammond, Jr.', written over a circular scribble.

Thomas G. Hammond, Jr., PE
President

Hammond Engineering, Inc.

22-May-13

Consulting Services for
Interimty Port Road Area DDP

Fee Schedule

Activity	Clerical		Engineering Tech.		Surveying Tech.		Field Crew		Drill Rig Crew		Scientist		Engineer		Prof. Surveyor		Gr. Engineer		Manhours Task Fee	
	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	by task	
TASK 100 - PROFESSIONAL DESIGN SERVICES																				
Task 101 - Design Services	0	\$15.00	0	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	0	\$75.00	0	\$125.00	0	\$140.00	0	\$2.00
Task 102 - Public Input	0	\$15.00	0	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	0	\$75.00	0	\$125.00	0	\$140.00	0	\$0.00
Task 103 - Permitting	0	\$15.00	0	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	0	\$75.00	0	\$125.00	0	\$140.00	0	\$0.00
Task 104 - Limited Construction Administration	0	\$15.00	0	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	0	\$75.00	0	\$125.00	0	\$140.00	0	\$0.00
TASK 200 - OPTIONAL SERVICES																				
TOTALS	0		0		0		0		0		0		0		0		0			\$0.00

Change Order 1

Task 300

Task 301-Design Services

Task 302-Public Input

Task 303-Permitting

Task 304-Limited Construction Administration

Task 400 - OPTIONAL SERVICES

14	\$150.00	00	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	31	\$75.00	\$125.00	10	\$140.00	121	\$7,865.00		
2	\$30.00	4	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	4	\$75.00	\$125.00	2	\$140.00	12	\$840.00		
2	\$30.00	4	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	0	\$75.00	\$125.00	3	\$140.00	15	\$1,050.00		
4	\$30.00	10	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	5	\$75.00	\$125.00	3	\$140.00	22	\$1,540.00		
																			COST	\$11,375.00

*Calculated
checked
8/20/13
[Signature]*

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Innerarity Point Rd Area Drainage Improvements
Project ID: ENG1840
Location: Gorham Rd.
Project Manager: Jeremy King
Date: 8/20/2013

Jeremy King 8/20/13
Signature Approval Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This additive change order is to provide A&E services to design stormwater conveyance system improvements for Gorham Rd. where roadway and property flooding is a reoccurring problem. This project will be funded by drainage basin 10 funds. There is no additional time needed with this change order. This additive change order will increase the total design amount to \$46,810.

Attached backup documentation 3 page(s).
RFF/NTP Start Date or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by calendar days.

		Obligated	Required
Balance of CIP Project			
Funds for Original Construction Contract			
Funds for Construction CO#			
Contract PD	Contractor		
Funds for Original Task Order			
Funds for Addendum #			
Task Order PD	Consultant <u>Hammond Engineering</u>		\$ 11,370.00
Funds for Original Work Order			
Funds for Change Order #			
Contract PD <u>10-11.085</u>	Contractor <u>TO OK 8/20/13</u>		
Funds for Contingency	Consultant <u>please prepare CLO</u>		<u>210728</u>
Funds for Permit Fees	Agency <u>210107/56301</u>		<u>5630</u>
Funds for Land Purchases	Owner <u> </u>		
Funds for Title Work	Company <u> </u>		
Contract PD	Contractor <u> </u>		
Funds for	<u>13EN 2212</u>		<u>210728</u>
Now Balance of CIP Project		\$	\$ (11,370.00)

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
			<u>Innerarity Pt SW 005</u>	<u>11370</u>
To:	Fund	Project #	Project Name	Amount
			<u>240</u>	<u>11370</u>
Transfer				

County Engineer Signature

Transferred by

Transfer Date

Posted to Expedition
Date:



HAMMOND ENGINEERING, INC.
Florida Certificate of Authorization No. 9130
Alabama Certificate of Authorization No. 3277

**Innerarity Point Road Drainage Improvements
Project Scope & Fee Proposal
Change Order No. 1
\$11,370.00
Revised August 19, 2013**

Existing Drainage Conditions

This project consists of an additional location along Innerarity Point Rd. where residential properties have flooded during extreme storm events. It is anticipated that positive drainage can be achieved through ditches/piping to the nearby water bodies. Topographic surveying is being carried out by the Escambia County Survey and will be provided along with this task order. If additional surveying is needed the County will provide it.

The additional location is along Gorham Road where residents have brought to the County's attention that there is significant road flooding along the portion of Gorham Rd. between Bob-O-Link Rd. and Cruzat Way during normal rainfall events. The county wishes to eliminate the property and street flooding through the installation of a drainage system to Bayou Garcon through existing County R/W along Cruzat. The county would also like to look into the drainage system along Bob-O-Link to see if the standing water can be cured. In addition to a drainage system, the county would like to include resurfacing of Cruzat Way, Gorham Rd, and Bob-O-Link Rd. all the way to Innerarity Point Rd.

Project Scope

The following tasks are to be completed by Hammond Engineering, Inc. and its sub-contractors:

TASK 100 Professional Design Services – \$ 11,370.00

101 Design Services - \$7,985.00

HEI will provide drainage design concepts for each location based on a 25 year critical duration event (conveyance system) and a 100 year critical duration event (residence flooding). Once a concept has been approved by county staff, HEI will provide drainage improvement construction documents. We will make plan submittals in compliance with the latest *Summary of Phase Submittals for Escambia County* which will include plan & profiles, cross sections, details, etc. The plans will include a Traffic Control Plan, SWPPP, and required utility adjustments. We will make 60%, 90% and final plans for review by the county. The plans will be

submitted in paper and electronic format and will be reproducible to 11"x17" and 24"x36" sheet sizes. We will provide cost estimates at the 60% and 90% plan submittals and a final cost estimate. It is expected that this project will meet the pricing agreement requirements, however if the project construction cost exceed the pricing agreement threshold, HEI will provide all typical bid documents, attend all meetings, etc. as needed to move the project into the construction phase.

102 Public Involvement - \$840.00

HEI will participate in coordinating with the public. We will contact and discuss the project with the residents impacted within the project area as needed.

103 Utility Coordination/Permitting – \$1,130.00

We will attend utility coordination meetings and coordinate with all appropriate utilities. Permit fees are included. We will permit the project through the appropriate agencies which should include but not be limited to NFWMD and utilities requiring adjustment.

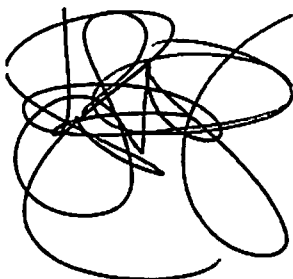
104 Limited Construction Administration - \$1,415.00

We will attend the pre-construction conference, review shop drawings, and be available for consulting purposes during construction. We shall provide as-built certifications based on post-construction plans provided by the contractor.

Deliverables to be provided by HEI will include Cadd files of the construction plans and pdf copies of plans, permits applications, calculations, and correspondence. Should the county request additional services have questions or comments, please give us a call.

Sincerely,

HAMMOND ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'Thomas G. Hammond, Jr.', with a large, stylized flourish at the end.

Thomas G. Hammond, Jr., PE
President

Hammond Engineering, Inc.

22-May-13

Consulting Services for
Innersity Point Road Area DCP

Fee Schedule

Activity	Clerical		Engineering Tech.		Surveying Tech		Field Crew		Drill Rig Crew		Scientist		Engineer		Prof. Surveyor		Sr. Engineer		Manhours Task Fee	
	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	by task	
TASK 103-PROFESSIONAL DESIGN SERVICES																				
Task 101 - Design Services	0	\$30.00	0	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	0	\$75.00	0	\$125.00	0	\$140.00	0	\$0.00
Task 102 - Public Input	0	\$30.00	0	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	0	\$75.00	0	\$125.00	0	\$140.00	0	\$0.00
Task 103 - Permitting	0	\$30.00	0	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	0	\$75.00	0	\$125.00	0	\$140.00	0	\$0.00
Task 104 - Limited Construction Administration	0	\$30.00	0	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	0	\$75.00	0	\$125.00	0	\$140.00	0	\$0.00
TASK 105 - OPTIONAL SERVICES																				
TOTALS	0		0		0		0		0		0		0		0		0			\$0.00

Change Order 1

Task 300

Task 301-Design Services

Task 302-Public Input

Task 303-Permitting

Task 304-Limited Construction Administration

Task 400 - OPTIONAL SERVICES

14	\$30.00	00	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	31	\$75.00	\$125.00	10	\$140.00	121	\$7,635.00		
2	\$30.00	4	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	4	\$75.00	\$125.00	2	\$140.00	12	\$840.00		
2	\$30.00	4	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	0	\$75.00	\$125.00	3	\$140.00	15	\$1,150.00		
4	\$30.00	10	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	5	\$75.00	\$125.00	3	\$140.00	22	\$1,150.00		
																			CD#1	\$11,370.00

*Calculations
verified
8/20/13
B. Smith*

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Innerness Point Rd Area Drainage Improvements
Project ID: ENG1840
Location: Gorham Rd.
Project Manager: Jeremy King
Date: 8/20/2013

Jim Turner 8/20/13
Signature Approval Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This additive change order is to provide A&E services to design stormwater conveyance system improvements for Gorham Rd. where roadway and property flooding is a reoccurring problem. This project will be funded by drainage basin 10 funds. There is no additional time needed with this change order. This additive change order will increase the total design amount to \$46,810.

Attached backup documentation _____ 3 _____ page (s).
RFF/NTP Start Date _____ or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by _____ calendar days.

		Obligated	Required
Balance of CIP Project			
Funds for Original Construction Contract			
Funds for Construction CO#			
Contract PD	Contractor		
Funds for Original Task Order			
Funds for Addendum #			
Task Order PD	Consultant <u>Hammond Engineering</u>	\$	11,370.00
Funds for Original Work Order			
Funds for Change Order #			
Contract PD <u>10-11.085</u>	Contractor		
Funds for Contingency	Consultant <u>please prepare C/O</u>		
Funds for Permit Fees	Agency		
Funds for Land Purchases	Owner		
Funds for Title Work	Company		
Contract PD	Contractor		
Funds for			
Now Balance of CIP Project		\$	\$ (11,370.00)

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
			<u>Innerness PWS 085</u>	<u>11,370</u>
To:	Fund	Project #	Project Name	Amount
			<u>240</u>	<u>11,370</u>

Transfer

County Engineer Signature

Transferred by

Transfer Date

Posted to Expedition
Date:



HAMMOND ENGINEERING, INC.

Florida Certificate of Authorization No. 9130

Alabama Certificate of Authorization No. 3277

**Innerarity Point Road Drainage Improvements
Project Scope & Fee Proposal
Change Order No. 2
\$13,199.50.00**

Existing Drainage Conditions

This project consists of locations along Innerarity Point Rd. where residential properties have flooded during extreme storm events. It is anticipated that positive drainage can be achieved through ditches/piping to the nearby water bodies. Topographic surveying is being carried out by the Escambia County Survey and will be provided along with this task order. If additional surveying is needed the County will provide it.

Specifically, this change order focuses on an alternate route to provide a positive outfall to the property located at 5930 Water Spray Terrace. The proposed route will run east through a recently obtained drainage easement and then south along the Linn Avenue R/W to the Intercoastal Waterway.

Project Scope

The following tasks are to be completed by Hammond Engineering, Inc. and its sub-contractors:

**TASK 500 Professional Design Services – \$7,580.50 (additional money)
\$5,619.00 (move from original
contract)
\$13,199.50 Total**

**501 Design Services - \$7038.00 (additional money)
\$4,492.00 (move from Task 101 to 501)
\$11,530.00 Total**

HEI will provide drainage design concepts for each location based on a 25 year critical duration event (conveyance system) and a 100 year critical duration event (residence flooding). Once a concept has been approved by county staff, HEI will provide drainage improvement construction documents. We will make plan submittals in compliance with the latest *Summary of Phase Submittals for Escambia County* which will include plan & profiles, cross sections, details, etc. The plans will include a Traffic Control Plan, SWPPP, and required utility adjustments. We will make 60%, 90% and final plans for review by the county. The plans will be submitted in paper and electronic format and will be reproducible to

11"x17" and 24"x36" sheet sizes. We will provide cost estimates at the 60% and 90% plan submittals and a final cost estimate. It is expected that this project will meet the pricing agreement requirements, however if the project construction cost exceed the pricing agreement threshold, HEI will provide all typical bid documents, attend all meetings, etc. as needed to move the project into the construction phase.

502 Public Involvement - \$253.50 (additional money)
\$336.00 (move from Task 102 to 502)
\$589.50 Total

HEI will participate in coordinating with the public. We will contact and discuss the project with the residents impacted within the project area as needed.

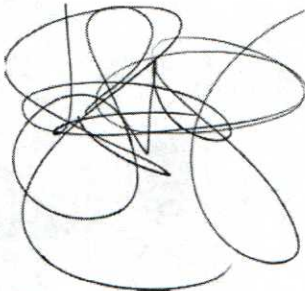
503 Utility Coordination/Permitting - \$289.00 (additional money)
\$791.00 (move from Task 103 to 503)
\$1,080.00 Total

We will attend utility coordination meetings and coordinate with all appropriate utilities. Permit fees are included. We will permit the project through the appropriate agencies which should include but not be limited to NFWMD and utilities requiring adjustment.

Deliverables to be provided by HEI will include Cadd files of the construction plans and pdf copies of plans, permits applications, calculations, and correspondence. Should the county request additional services have questions or comments, please give us a call.

Sincerely,

HAMMOND ENGINEERING, INC.

A handwritten signature in black ink, consisting of several overlapping loops and a final horizontal stroke, representing the name Thomas G. Hammond, Jr.

Thomas G. Hammond, Jr., PE
President

Hammond Engineering, Inc.

2-Jun-14

Consulting Services for
Innerarity Point Road Area DIP

Fee Schedule

Activity	Clerical		Engineering Tech.		Surveying Tech		Field Crew		Drill Rig Crew		Scientist		Engineer		Prof. Surveyor		Sr. Engineer		Manhours Task Fee	
	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	by task	
TASK 100-PROFESSIONAL DESIGN SERVICES																				
Task 101 - Design Services	0	\$30.00	0	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	0	\$75.00	0	\$125.00	0	\$140.00	0	\$0.00
Task 102 - Public Input	0	\$30.00	0	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	0	\$75.00	0	\$125.00	0	\$140.00	0	\$0.00
Task 103 - Permitting	0	\$30.00	0	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	0	\$75.00	0	\$125.00	0	\$140.00	0	\$0.00
Task 104 - Limited Construction Administration	0	\$30.00	0	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	0	\$75.00	0	\$125.00	0	\$140.00	0	\$0.00
TASK 200 - OPTIONAL SERVICES																				\$0.00
TOTALS	0		0		0		0		0		0		0		0		0			\$0.00

Change Order 1

Task 300																				
Task 301-Design Services	0	\$30.00	0	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	0	\$75.00		\$125.00	0	\$140.00	0	\$0.00
Task 302-Public Input	0	\$30.00	0	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	0	\$75.00		\$125.00	0	\$140.00	0	\$0.00
Task 303-Permitting	0	\$30.00	0	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	0	\$75.00		\$125.00	0	\$140.00	0	\$0.00
Task 304-Limited Construction Administration	0	\$30.00	0	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	0	\$75.00		\$125.00	0	\$140.00	0	\$0.00
Task 400 - OPTIONAL SERVICES																				
																			CO#1	\$0.00

Change Order 2

Task 500																				
Task 501-Design Services	8.1	\$30.00	32	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	17	\$75.00	0	\$125.00	28.00	\$140.00	85	\$7,038.00
Task 502-Public Input	0.8	\$30.00	1	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	0.9	\$75.00	0	\$125.00	0.8	\$140.00	4	\$253.50
Task 503-Permitting	0.8	\$30.00	1	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	1	\$75.00	0	\$125.00	1	\$140.00	4	\$289.00
																			CO#2	\$7,580.50



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6624

County Administrator's Report 16. 32.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Approve Payment to Panhandle Grading and Paving, Inc. for Johnson Avenue Emergency Repairs - April 29, 2014 Flood Event

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation to Approve Payment to Panhandle Grading & Paving, Inc., for Johnson Avenue Emergency Repair Project - April 29, 2014, Flood Event - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the Payment to Panhandle Grading & Paving, Inc., for Johnson Avenue Emergency Repair Project for the April 29, 2014, Flood Event, for the emergency response balance of line items of \$141,198.

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54612, Project #ESCPW26]

BACKGROUND:

On June 3, 2014, the Board approved Purchase Order #141362 for the "April Flood Emergency Repairs for the Johnson Avenue Emergency Repair Project", on Contract PD 10-11.065 "General Drainage and Paving Agreement", Work Order PD 10-11.065.2I. During the Board meeting, the Board required that items listed under the Balance of Line Items entitled "Emergency Response" needed to be approved by the Board.

BUDGETARY IMPACT:

Funds are available in Fund 112 "Disaster Recovery Fund", Cost Center 330492, Object Code 54612, ESCPW26.

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, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, the appropriate paperwork will be forwarded to the Clerk's Office for payment.

Attachments

PGP Application 2

Board Action 060314

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions of reverse side) PAGE 1 OF 2 PAGES									
TO OWNER:		ESCAMBIA COUNTY ENGINEERING DEPT. 3363 WEST PARK PLACE PENSACOLA, FL 32505		PROJECT: 22-14D PO # 141362 JOHNSON AVE CULVERT REPAIR		APPLICATION NO.: 2 PERIOD TO: 8/12/2014 PROJECT NO.: 22-14D		DISTRIBUTION TO: <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR	
FROM CONTRACTOR:		PANHANDLE GRADING & PAVING, INC. PO BOX 3717 PENSACOLA, FL 32516		VIA ARCHITECT:		CONTRACT DATE:			
CONTRACT FOR:									
CONTRACTOR'S APPLICATION FOR PAYMENT									
Application is made for payment, as shown below, in connection with the Contract.				The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by the Application for Payment has been completed					
Continuation Sheet, AIA Document G703 is attached.				in accordance with the contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.					
1. ORIGINAL CONTRACT SUM		\$ 455,842.10		CONTRACTOR: PANHANDLE GRADING & PAVING, INC. By: _____ State of Florida County of Escambia Subscribed and sworn to before me this 12TH day of AUGUST 2014 Notary Public: My Commission expires: _____					
2. Net change by Change Orders:		\$ -							
3. CONTRACT SUM TO DATE (Line 1+2)		\$ 455,842.10							
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		\$ 455,842.10							
5. RETAINAGE:				ARCHITECT'S CERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. AMOUNT CERTIFIED \$ 238,383.65 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)					
a. 10% of Completed Work (Columns D+E on G703)		\$ 45,584.21							
b. _____ % of Stored Material (Column F on G703)									
Total Retainage (Line 5a+5b or Total in Column I of G703)									
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		\$ 410,257.89		<div style="text-align: right;"> REGISTERED ENGINEER: By: <u>B. L. [Signature]</u> P.E. Date: <u>8-12-2014</u> This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract. </div>					
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		\$ 171,874.24							
8. CURRENT PAYMENT DUE		\$ 238,383.65							
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		\$ 45,584.21							
CHANGE ORDER SUMMARY		ADDITIONS		DEDUCTIONS					
Total changes approved in previous months by Owner									
Total approved this Month									
TOTALS		\$ -		\$ -					
NET CHANGES by Change Order									
AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT - 1992 EDITION - AIA - c1992 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 - WARNING: Unlicensed photocopying violates U.S. copyrights laws and will subject the violator to legal prosecution.									
G702-1992									

FROM		ESCAMBA COUNTY ENGINEERING DEPT. 213 PALAFOX PLACE / 2ND FLOOR SUITE 11-101 PENSACOLA, FL 32501-1591 JOB: JOHNSON AVE CULVERT REPAIR JOB# 22-140 PANHANDLE GRADING & PAVING, INC. PO BOX 3717 PENSACOLA, FL 32516														
CONTRACT FOR		SCHEDULE OF VALUES														
CONTINUATION SHEET		AIA DOCUMENT G703 (Instructions on reverse side)														
AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.		APPLICATION NO: 2 APPLICATION DATE: 8/12/2014 PERIOD TO: 8/12/2014														
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
Sec	Cat	DESCRIPTION OF WORK	UNIT	SCHEDULE D QTY	UNIT PRICE	SCHEDULED \$ AMOUNT	PREVIOUS QTY'S	FROM PREVIOUS APPLICATION S (D&E)	QTY THIS PERIOD	THIS PERIOD	QTY TO DATE	STORED MATERIALS	TOTAL COMPLETED AND STORED TO	BALANCE TO FINISH (C - G)	RETAINAGE	% Completed to date
2100	101	Mobilization, 0-15 miles	EA	2	1,300.00	2,600.00	1.00	1,300.00	1	1,300.00	2.00		2,600.00	0.00	260.00	100%
3100	102	Clearing & Grubbing	SY	2000	2.00	4,000.00	2,000.00	4,000.00	0	0.00	2,000.00		4,000.00	0.00	400.00	100%
4100	101	Earthwork Excavation	CY	0	3.50	0.00		0.00	0	0.00	0.00		0.00	0.00	0.00	#DIV/0!
4100	103	Earthwork Fill	CY	6342	7.00	44,394.00	6,000.00	42,000.00	342	2,394.00	6,342.00		44,394.00	0.00	4,439.40	100%
4100	105	3" Top Soil	SY	1474	0.80	1,179.20		0.00	1474	1,179.20	1,474.00		1,179.20	0.00	117.92	100%
4100	106	Earthwork Establishing grade	SY	1187	0.50	593.50	1,187.00	593.50	0	0.00	1,187.00		593.50	0.00	59.35	100%
4100	109	Final grading & seal rolling prior to paving	SY	621	1.00	621.00		0.00	621	621.00	621.00		621.00	0.00	62.10	100%
5200	105	2" County Spec 2500 Type SP 12.5 Asphalt	SY	577	7.80	4,500.60		0.00	577	4,500.60	577.00		4,500.60	0.00	450.06	100%
5400	101	Construct 2" Thick Asphalt Flume	SY	25	23.00	575.00		0.00	25	575.00	25.00		575.00	0.00	57.50	100%
5400	103	Install 2" Thick Asphalt Swale	SY	80	19.60	1,568.00		0.00	80	1,568.00	80.00		1,568.00	0.00	156.80	100%
5700	110	Remove existing asphalt	CF	16443	2.00	32,886.00	5,283.00	10,566.00	11160	22,320.00	16,443.00		32,886.00	0.00	3,288.60	100%
5700	111	Saw cut existing asphalt	LF	0	1.75	0.00		0.00		0.00	0.00		0.00	0.00	0.00	#DIV/0!
6100	105	12" Stabilized Subgrade	SY	621	2.00	1,242.00		0.00	621	1,242.00	621.00		1,242.00	0.00	124.20	100%
6200	103	6" Graded aggregate base	SY	621	11.00	6,831.00		0.00	621	6,831.00	621.00		6,831.00	0.00	683.10	100%
7300	105	Thermoplastic 6" Solids Stripe, White or Yellow	LF	1485	0.75	1,113.75		0.00	1485	1,113.75	1,485.00		1,113.75	0.00	111.38	100%
7600	101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	EA	1	650.00	650.00	1.00	650.00	0	0.00	1.00		650.00	0.00	65.00	100%
7800	103	W Beam Guardrail, FDOT Index 400	LF	400	31.50	12,600.00		0.00	400	12,600.00	400.00		12,600.00	0.00	1,260.00	100%
7800	109	End Anchorage Assembly	EA	4	315.00	1,260.00		0.00	4	1,260.00	4.00		1,260.00	0.00	126.00	100%
7800	110	Remove existing guardrail	LF	400	10.50	4,200.00	0.00	0.00	400	4,200.00	400.00		4,200.00	0.00	420.00	100%
8400	101	Fiber Reinforced Concrete Ditch Paving w/o Weep holes	SY	250	32.40	8,100.00		0.00	250	8,100.00	250.00		8,100.00	0.00	810.00	100%
8500	103	Remove existing Concrete 4" thick	SY	0	5.00	0.00		0.00		0.00	0.00		0.00	0.00	0.00	#DIV/0!
8500	105	Remove existing Concrete	CY	0	13.00	0.00		0.00		0.00	0.00		0.00	0.00	0.00	#DIV/0!
8600	101	Misc. Concrete	CY	1	320.00	320.00		0.00	1	320.00			320.00	0.00	32.00	100%
8600	106	Flowable fill	CY	80	190.00	15,200.00	75.00	14,250.00	5	950.00	80.00		15,200.00	0.00	1,520.00	100%
9200	915	36" CMP pipe 6'-12" depth	LF	60	67.25	4,035.00	40.00	2,690.00	20	1,345.00	60.00		4,035.00	0.00	403.50	100%
9400	101	Class 1 Concrete for Endwalls	CY	15.5	875.00	13,562.50		0.00	15.5	13,562.50	15.50		13,562.50	0.00	1,356.25	100%
9500	109	Remove Existing Concrete Headwall	EA	1	550.00	550.00	1.00	550.00	0	0.00	1.00		550.00	0.00	55.00	100%
9500	114	Remove Sand, Silt & Vegetation from Existing Culverts	CY	168	190.00	31,920.00	55.00	10,450.00	113	21,470.00	168.00		31,920.00	0.00	3,192.00	100%
13100	101	Centipede Sod	SY	1474	1.95	2,874.30		0.00	1474	2,874.30	1,474.00		2,874.30	0.00	287.43	100%
13200	101	18" Depth Rip Rap Rubble	SY	57	62.35	3,553.95		0.00	57	3,553.95	57.00		3,553.95	0.00	355.40	100%
13300	101	Silt Fence Type III	LF	941	1.65	1,552.65	200.00	330.00	741	1,222.65	941.00		1,552.65	0.00	155.27	100%
13300	105	Staked Turbidity Barrier	LF	100	12.75	1,275.00		0.00	100	1,275.00	100.00		1,275.00	0.00	127.50	100%
13300	109	Baled Hay or Straw	EA	27	8.00	216.00	6.00	48.00	21	168.00	27.00		216.00	0.00	21.60	100%
14100	103	6' Chain Link Fence	LF	200	12.75	2,550.00		0.00	200	2,550.00	200.00		2,550.00	0.00	255.00	100%
17100	101	Jobsite Board for posting project information	EA	1	500.00	500.00	1.00	500.00	0	0.00	1.00		500.00	0.00	50.00	100%
		Performance & Payment Bond	LS	1	2,031.74	2,031.74	1.00	2,031.74	0	0.00	1.00		2,031.74	0.00	203.17	100%
		MOT @ 5% Sub Total	LS	1	11,231.67	11,231.67	0.70	7,862.17	0.3	3,369.50	1.00		11,231.67	0.00	1,123.17	100%
		Reset Existing Concrete Box Culvert	LS	1	84,500.00	84,500.00	1.00	84,500.00	0	0.00	1.00		84,500.00	0.00	8,450.00	100%
		Emergency Response to Expedite, Overtime, Coordination w/ Utilities and Additions	LS	1	141,198.00	141,198.00		0.00	1	141,198.00	1.00		141,198.00	0.00	14,119.80	100%
		Connection of box culvert to existing headwall	LS	1	5,000.00	5,000.00		0.00	1	5,000.00	1.00		5,000.00	0.00	500.00	100%
		Satisfy Federal Government Requirements for staff hours	LS	1	2,172.12	2,172.12	0.70	1,520.48	0.3	651.64	1.00		2,172.12	0.00	217.21	100%
		Additional Performance & Payment Bond	LS	1	2,685.12	2,685.12	1.00	2,685.12	0	0.00	1.00		2,685.12	0.00	268.51	100%
						455,842.10		182,321.41		269,315.09		0.00	455,842.10	0.00	45,584.21	
													TOTAL COMPLETED TO DATE:		455,842.10	
													RETAINAGE:		45,584.21	
													PREVIOUS INVOICES:		171,874.24	
													AMOUNT OF THIS REQUEST:		238,383.65	

Total Backup = \$141,198.00 Rlambert

From: [Bobby Godfrey](#)
To: [Joy Jones](#)
Cc: [Joy D Blackmon](#); [Robin F. Lambert](#)
Subject: Johnson Ave Wash Out Repair
Date: Wednesday, August 13, 2014 9:24:36 AM

Please see the breakdown for the Emergency Response Pay Item:

1. Emergency Response Overtime: \$27,046.66 for working additional hours in order to meet time constraints set on the project. This includes laborers, operators, QC personnel, foreman, superintendents, office personnel and supervisors.
2. Emergency Response to Expedite & for Logistics: \$69,762.00 for work to build and remove access roads for equipment to enter and exit work area. Additional trucking for revised haul routes due to washed out roads, road construction and detours.
3. Emergency Response to Coordinate with Utilities: \$26,456.00 to coordinate, have power lines insulated to protect crane & operator between high voltage power lines. Compact fill around existing waterlines and power poles.
4. Emergency Response Additions: \$17,933.34 for additional rental equipment and fuel for rented equipment.

Please let me know if you need additional information. Thanks

Sincerely,

Bobby Godfrey

Panhandle Grading & Paving, Inc.

2665 Solo Dos Familiaf

Pensacola, FL 32534

Phone (850)478-5250

Fax (850)479-5901

Email: bobby@panhandlepaving.com

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EXHIBIT "D"

RELEASE & AFFIDAVIT

COUNTY OF ESCAMBIA

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared Bobby Godfrey who after being duly sworn, deposes and says:

1. In accordance with the Contract Documents and in consideration of \$238,383.65 paid, **Panhandle Grading & Paving, Inc.** (Contractor) release and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, cost and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and county dated: May 28, 2014, for the period from June 26, 2014 to August 12, 2014.

2. Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

3. Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

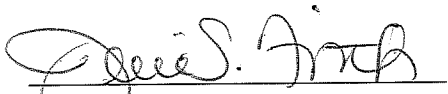
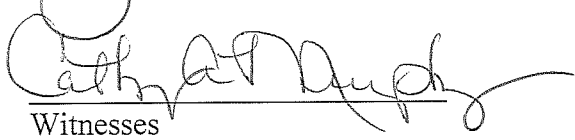
4. This Release and Affidavit is given in connection with Contractor's
(monthly/final) Application for Payment - Johnson Ave Culvert Repair

Contractor: Panhandle Grading & Paving, Inc.

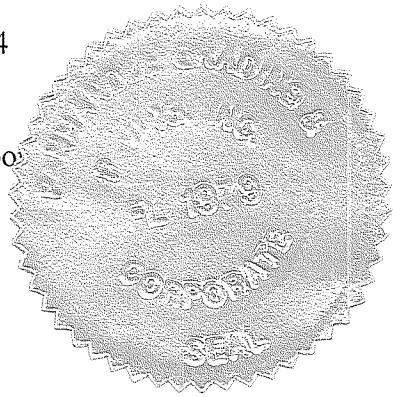
By: 

Its: Project Manager

Date: 8-12-14



Witnesses

(Corpo:



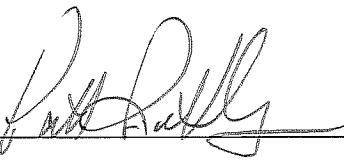
STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of August 2014

Bobby Godfrey as Project Manager of Panhandle Grading & Paving, Inc., a

Florida Corporation, on behalf of the corporation. He/she is personally know to me and
did (did not) take an oath.



(Seal)



Name: Patti Rittenbery

Notary Public, State of Florida

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

30. Issuance of Purchase Orders ►

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried unanimously, accepting, for information, and ratifying the issuance of the following Purchase Orders in excess of \$50,000.00 issued under the Declaration of a Local State of Emergency for Escambia County, effective April 29, 2014, through May 27, 2014, for the Flood Event of 2014, to procure goods and services for emergency response, protective measures for repairs to critical infrastructure, and for measures taken to protect the health and safety in severely affected areas (Funding: Fund 112, Disaster Recovery Fund, Cost Center 330491 – Category B – Emergency Protective Measures):

P.O. Number	Contractor	Amount	Description
141179	Asplundh Tree Expert Co.	\$100,000.00	Disaster Debris Removal
141184	Motorola Solutions, Inc.	\$87,554.00	Replacement of Radios for Jail
141185	Leidos, Inc.	\$50,000.00	Disaster Debris Monitoring
141196	Crowder-Gulf	\$100,000.00	Disaster Debris Removal
141214	Crowder-Gulf	\$50,000.00	Manage Residential Drop Off Site
141244	Roads, Inc., of NWF	\$341,650.86	Repairs to Blue Springs
141264	Maxim Healthcare Services, Inc.	\$112,000.00	RN and LPN Services for Jail
141286	HDR Engineering, Inc.	\$98,600.00	Emergency Operations
141288	Atkins North America, Inc.	\$63,499.85	Preliminary Assessment
141297	HDR Engineering, Inc.	\$119,424.06	Damage Assessment Ponds
141317	Dewberry Consultants, LLC	\$150,000.00	Disaster Consulting

(Continued on Page 42)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

30. Continued...

P.O. Number	Contractor	Amount	Description
141325	Panhandle Grading & Paving, Inc.	\$96,272.48	Repairs to Dog Track Road
141328	Utility Service Company, Inc.	\$179,342.13	Repairs to Myrtle Grove Park
141330	Heaton Brothers Construction Co., Inc.	\$97,939.93	Repairs to North Crow Road
141331	Department of Community Corrections	\$876,000.00	Inmate Lodging
141346	Walton County Sheriff's Office	\$1,368,750.00	Inmate Lodging
141348	Bob Barker Company, Inc.	\$55,000.00	Jail supplies
141347	Santa Rosa County Sheriff's Office	\$2,828,750.00	Inmate Lodging
141356	Baskerville-Donovan, Inc.	\$82,818.34	Design Old Corry Road
141362	Panhandle Grading & Paving, Inc.	\$455,980.76	Repairs to Johnson Avenue
141369	Ingram Signalization, Inc.	\$387,134.00	Repairs to Signal Cabinets
141374	Lakeview Center, Inc.	\$50,000.00	Mental Health Counseling
141379	Roads, Inc., of NWF	\$418,905.33	Crescent Lake Sediment Removal
141382	Bryan D. Krause d/b/a Nursefinders of Pensacola, LLC	\$112,000.00	Inmate Care Assistance
141383	Panhandle Grading & Paving, Inc.	\$142,688.60	Lake Charlene Roadway

For Information: Commissioner Robinson disclosed that he serves on the Baptist Healthcare Foundation Board; however, he has no business dealings with Baptist Healthcare at this particular time.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6625

County Administrator's Report 16. 33.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Change Order to Roads, Inc. of NWF on Contract PD 12-13.0-10 "CR 297A - Sandicrest to Kingsfield"

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Roads, Inc., of NWF on Contract PD 12-13.010, "County Road 297-A (Sandicrest to Kingsfield) Widening and Drainage Improvement Project" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Roads, Inc., of NWF, for the "CR297A (Sandicrest to Kingsfield) Widening and Drainage Improvement Project":

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$93,750
Vendor:	Roads, Inc. of NWF
Project Name:	"County Road 297-A (Sandicrest to Kingsfield) Widening and Drainage Improvement Project"
Contract:	PD 12-13.010
PO#:	130885
CO#:	5
Original Award Amount:	\$1,665,546.89
Cumulative Amount of Change Orders Through this CO:	\$199,617.60
New Contract Total:	\$1,865,164.49

[Funding Source: Fund 352, "LOST III", Cost Center 210107, Object Code 56301, Project #08EN0105]

BACKGROUND:

Meeting in regular session on February 7, 2013, the Board approved the Contract for County Road 297-A (Sandicrest to Kingfield) Widening and Drainage Improvement Project. This project involves milling, resurfacing and widening County Road 297-A from 230 feet north of Sandicrest Drive northward to 950 feet south of Kingsfield Road. The new cross-section will include two 12 foot wide travel lanes and two 5 foot wide shoulders for the full length of the project area. All existing side streets will retrofitted with a 165 foot taper into and out of the intersection. All existing driveways will be removed and replaced. In addition to the roadway improvements, the existing drainage system will also be improved. This will include grass and concrete ditching, inlets, piping, mitered end sections and endwalls.

Change Order #1 was to increase the contract amount by \$25,342.00 for reimbursable improvements for Emerald Coast Utilities Authority (ECUA). An error was discovered (-\$25,342.00) when the change order revealed a deduct instead. Change Order #2 (+\$50,684.00) was processed to correct that error. Change Order #3 was an additive Change Order in the amount of \$80,525.60. The County requested the Engineer-Of-Record (EOR) to change a portion of the proposed ditch paving from solid concrete to tied concrete block to aid in slowing down the water in the ditch and to help eliminate runoff issues by providing a means to percolate water through the mat material. The EOR scaled concrete ditch quantities off the original plans sheets for the concrete ditch assuming an 8' wide section without considering the typical side slopes. The width of tied concrete block is 12' and cost \$52.00/sy, whereas the original concrete ditch paving was 8' wide and the cost was \$29.04/sy. Therefore, this Change Order deducted 1410sy of concrete ditch and added 2336sy of tied concrete block for a total \$80,525.60. Change Order #4 was for a time extension due to having 60 weather days already recorded at the time, with the anticipation of another 30 weather days.

This Change Order #5 is to increase the funding to this project for damages that occurred during the rainfall event in April 2014. This area had been stabilized with tied concrete mat and sod, in and along the ditches. The rain storm caused major offsite sedimentation to collect in the ditch and pipes, which would not allow the water to flow through and eventually overtopped the ditch and eroded the edge of the road. The contractor had to clean out the pipes and ditches and replace the tied concrete mat that was damaged. This area covers the project limits from Sandicrest Drive to Kingsfield Road, except the area that lies 300' on each side of the box culvert, that is already covered in another work order. The total cost of Change Order #5 is \$93,750.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project #08EN0105.

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 approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Original PO

Change Order 1

Change Order 2

Change Order 3

Change Order 4

Change Order 5

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

VENDOR
 182328
 ROADS INC OF NWF
 106 STONE BLVD
 CANTONMENT FL 32533

SHIP TO
 ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 ATTN: ROBIN LAMBERT

ORDER DATE: 02/08/13	BUYER: CLAUDIA SIMMONS	REQ. NO.: 13000960	REQ. DATE: 02/08/13
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTACT LIZ BUSH AT 595-3
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
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01	1.00	LOT	AWARD A CONTRACT FOR COUNTY ROAD 297-A (SANDICREST TO KINGSFIELD) WIDENING AND DRAINAGE IMPROVEMENTS, PD 12-13.010. BCC APPROVAL 02/07/2013.	1665546.8900	1,665,546.89
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ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	1,665,546.89
01	210107 56301	1,665,546.89	08EN0105	TOTAL \$	1,665,546.89

APPROVED BY

Original Purchase Order

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

7. See Page 33.
8. Awarding a Lump Sum Contract per the terms and conditions of PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River, to Florida Forest Recyclers, LLC, in the amount of \$68,498 (Funding: Fund 110, Other Grants and Projects, Cost Center 220807, Object Code 53401).
9. Awarding the Contract for County Road 297-A (Sandicrest to Kingsfield) Widening & Drainage Improvements, PD 12-13.010, to Roads Inc., of NWF, in the amount of \$1,665,546.89 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project Number 08EN0105).
10. Awarding the Contract for Roll-Off Container Services, PD 12-13.011, to the following: Allied Waste Services of North America, LLC; Dorado Services, Inc.; Waste Pro-Milton, and Southern Haulers, LLC, for a period of 12 months, renewable for two additional 12-month periods, for a total of 36 months, in the approximate annual amount of \$50,000 (Funding: Fund 401, Solid Waste Fund, Cost Center 230306, Object Code 53401).
11. Taking the following action concerning the property located on Frontera Circle within the Brownsville Community Redevelopment Area (CRA) (Funding Source: Fund 151, Community Redevelopment Agency, Cost Center 220515, CRA Brownsville, Object Code 56101):
 - A. Authorizing the purchase of the parcel of real property (totaling approximately 0.04 acre), located at 3808 Frontera Circle, from Jack L. Glenny, Jr., and Crystal M. Glenny, for the negotiated amount of \$18,000, in accordance with the terms and conditions contained in the *Contract for Sale and Purchase*;
 - B. Approving the *Contract for Sale and Purchase* for the acquisition of the parcel of real property located at 3808 Frontera Circle; and
 - C. Authorizing the County Attorney to prepare, and Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documentation necessary to complete the acquisition of the property, without further action of the Board.

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA, FL 32591-1591
(850) 595-4980

PURCHASE ORDER NO. 130885-1**CHANGE DATE: 11/21/13**

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VEENDOR
182328
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 02/08/13		BUYER: CLAUDIA SIMMONS		REQ. NO.: 13000960	REQ. DATE: 02/08/13
TERMS: NET 30 DAYS		F.O.B.:		DESC.: CHANGE ORDER - 1	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
Change Order #1 is an additive change order for additional funds for Roads Inc., due to changes made & reimbursable by ECUA in the amount of \$25,342.00 See attached sheet for additional information. CIP: CR297A Sandicreset to Kingsfield Widening & Drainage Improvements Enc. Carried Forward/PO Total Dollars: \$1,249,130.68 Net Dollars for this change: \$25,342.00 New Purchase Order Total Dollars: \$1,274,472.68 Previous Contract Total Dollars: \$1,665,546.89 Net Dollars For this Change: \$25,342.00 New Contrat Total Dollars: \$1,690,888.89					
01	.00		LOT AWARD A CONTRACT FOR COUNTY ROAD 297-A	25342.0000	-25,342.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	
01	210107 56301	-25,342.00	08EN0105	TOTAL \$	-25,342.00

APPROVED BY

Original Purchase Order

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PURCHASE ORDER NO. 130885-1**CHANGE DATE: 11/21/13**

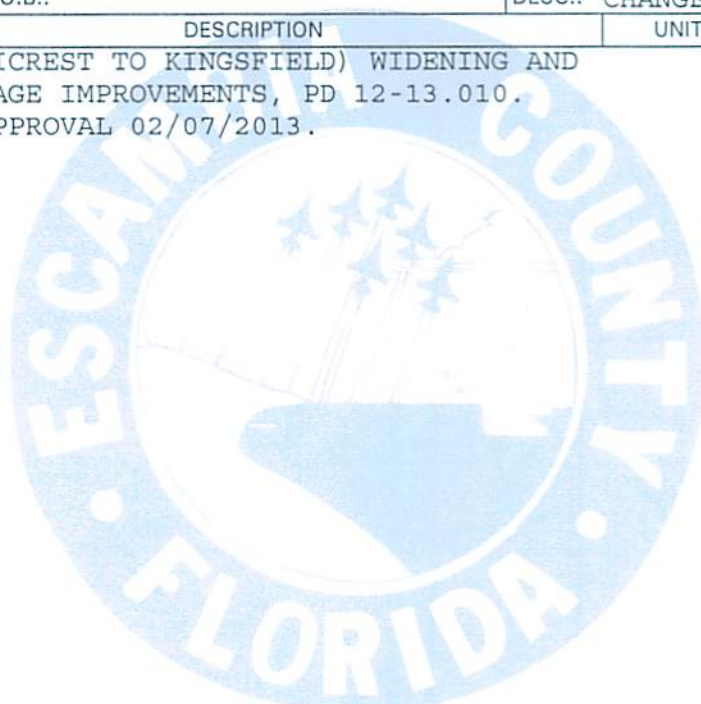
INVOICE
 PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

VENDOR
 182328
 ROADS INC OF NWF
 106 STONE BLVD
 CANTONMENT FL 32533

SHIP TO
 ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 ATTN: ROBIN LAMBERT

ORDER DATE: 02/08/13		BUYER: CLAUDIA SIMMONS		REQ. NO.: 13000960		REQ. DATE: 02/08/13	
TERMS: NET 30 DAYS			F.O.B.:		DESC.: CHANGE ORDER - 1		
ITEM#	QUANTITY	UOM	DESCRIPTION			UNIT PRICE	EXTENSION

(SANDICREST TO KINGSFIELD) WIDENING AND
 DRAINAGE IMPROVEMENTS, PD 12-13.010.
 BCC APPROVAL 02/07/2013.



ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$
				TOTAL \$ -25,342.00

APPROVED BY

CS

CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: 182328
Project Number: 08EN0105
Department: PUBLIC WORKS/ENGINEERING

Vendor Name: ROADS INC., OF NWF
P.O. Number: 130885 C.O. Number: 1
P.D. Number: 12-13-010 Date: 11/13/13

Notes for Modifying the Scope of Award:

Additive Change Order for additional funds for Roads, Inc. due to changes made, and reimbursable by ECUA in the amount of \$25,342.000. See the attached sheet for additional information. CIP: CR297A Sandicrest to Kingsfield Widening and Drainage Improvements

To Modify Existing Purchase Order:

Adding Dollars to Line Item No: 1
Deleting Dollars from Line Item No:

Quantity
Adjustment:
Adjustment:

Amount: \$25,342.00
Amount:

Modify Notes:

Date of BCC action: (ATTACH RESUME)

Enc. Carried Forward/PO Total Dollars: \$1,249,130.68
Net Dollars added or subtracted: \$25,342.00
New Purchase Order Total Dollars: \$1,274,472.68

Previous Contract Total Dollars: \$1,665,546.89
Net Dollars added or subtracted: \$25,342.00
New Contract Total Dollars: \$1,690,888.89

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+/- Change	Dollar Amount
210107	56301	08EN0105	\$25,342.00	\$1,274,472.68

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared by:

Contract Administrator's Certification & Approval:

Office of Purchasing Review Agent:

Department Director:

County Administrator's Approval:

Digitally signed by Evelyn Ranciller
DN: cn=Evelyn Ranciller, o=Escambia County BCC,
ou=Public Works/Engineering,
email=evelyn_ranciller@myescambia.com,
c=US
Date: 2013.11.13 10:47:19 -0600

Digitally signed by Robin A. Lambert
DN: cn=Robin A. Lambert, o=Public
Works/Engineering,
email=robin.lambert@myescambia.com,
c=US
Date: 2013.11.13 11:25:24 -0600

Digitally signed by Elizabeth Bush
DN: cn=Elizabeth Bush, o=Public Works,
ou=Engineering,
email=elz_bush@myescambia.com, c=US
Date: 2013.11.18 09:45:48 -0600

Date:

Date:

Date: 11-21-13

Date:

Date:

Kirk Kassebaum
cn=Kirk Kassebaum, o=Engineering,
ou=Public Works,
email=kirk.kassebaum@myescambia.com,
c=US
Date: 2013.11.18 09:59:16 -0600

CONSTRUCTION CHANGE ORDER REQUEST FORM



Change Order No.: 1

Contract No. PD: 12-13-010

To: Roads Inc., Of NWF
106 Stone Blvd
Cantonment, FL 32533

Date: November 13, 2013

Project Name: CR 297-A (SANDICREST TO KINGSFIELD ROAD WIDENING AND DRAINAGE IMPROVEMENTS)

Under our AGREEMENT dated 2/4/2013

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

Additive Change Order for additional funds for Roads, Inc., due to changes made and re-imbursable, by ECUA in the amount of \$25,342.00. See the attached sheet for additional information.

FOR THE Additive (Deductive) Sum of:

*Twenty-Five Thousand Three Hundred Forty-Two Dollars
And No Cents \$25,342.00*

Original Agreement Amount	\$	<u>1,565,546.89</u>
Sum of Previous Changes	\$	
This Change Order Add/(Subtract)	\$	<u>25,342.00</u>
Present Agreement Amount	\$	<u>1,590,888.89</u>

The time for completion shall increase by (0) calendar days due to this change order.

Accordingly, the Contract Time is three hundred sixty five (365) The final completion date is March 25, 2014.

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement as indicated above, as fully as if the same were repeated in acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delays costs.

The Contract Administration has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☒ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Date Accepted: 2013

By:

[Signature]
Contractor *Darrin Johnson*
Sec / Tras.

SIGN HERE

Engineering Department

By:

[Signature]
Owner, Escambia County, Florida

Digitally signed by Jay D. Blackmon, P.E.
DN: cn=Jay D. Blackmon, P.E., ou=Escambia County BOCC,
ou=Public Works Department, email=jblackmon@myescambia.com,
c=US
Date: 2013.11.21 11:07:50 -0500

CONSTRUCTION CHANGE ORDER REQUEST FORM



Change Order No.: 1

Contract No. PD: 12-13-010

To: Roads Inc., Of NWF
106 Stone Blvd
Cantonment, FL 32533

Date: November 13, 2013

Project Name: CR 297-A (SANDICREST TO KINGSFIELD ROAD WIDENING AND DRAINAGE IMPROVEMENTS)

Under our AGREEMENT dated 2/4/2013

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

Additive Change Order for additional funds for Roads, Inc., due to changes made and re-imbursable, by ECUA in the amount of \$25,342.00. See the attached sheet for additional information.

FOR THE Additive (Deductive) Sum of:

*Twenty-Five Thousand Three Hundred Forty-Two Dollars
And No Cents \$25,342.00*

Original Agreement Amount	\$	1,665,546.89
Sum of Previous Changes	\$	
This Change Order Add/(Subtract)	\$	25,342.00
Present Agreement Amount	\$	1,690,888.89

The time for completion shall increase by (0) calendar days due to this change order.

Accordingly, the Contract Time is three hundred sixty five (365) The final completion date is March 25, 2014.

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement as indicated above, as fully as if the same were repeated in acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all all claims arising out of or related to the change set forth herein, including claims for impact and delays costs.

The Contract Administration has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☒ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Date Accepted: 2013

By:

[Signature]
Contractor *Darren Johnson*
Sec / Trans.

SIGN HERE

Engineering Department

By:

[Signature]
Owner, Escambia County, Florida

Digitally signed by Jay D. Blackman, P.E.
DN: cn=Jay D. Blackman, P.E., o=Escambia County SOCC,
ou=Public Works Department, email=jblackman@myescambia.com,
c=US
Date: 2013.11.21 11:57:50 -0600

CONSTRUCTION CHANGE ORDER REQUEST FORM



Change Order No.: 1

Contract No. PD: 12-13-010

To: Roads Inc., Of NWF
106 Stone Blvd
Cantonment, FL 32533

Date: November 13, 2013

Project Name: CR 297-A (SANDICREST TO KINGSFIELD ROAD WIDENING AND DRAINAGE IMPROVEMENTS)

Under our AGREEMENT dated 2/4/2013

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

Additive Change Order for additional funds for Roads, Inc., due to changes made and re-imbursable, by ECUA in the amount of \$25,342.00. See the attached sheet for additional information.

FOR THE Additive (Deductive) Sum of:

*Twenty-Five Thousand Three Hundred Forty-Two Dollars
And No Cents* **\$25,342.00**

Original Agreement Amount	\$	<u>\$ 1,665,546.89</u>
Sum of Previous Changes	\$	
This Change Order Add/(Subtract)	\$	<u>\$ 25,342.00</u>
Present Agreement Amount	\$	<u>\$ 1,690,888.89</u>

The time for completion shall increase by (0) calendar days due to this change order. Accordingly, the Contract Time is three hundred sixty five (365) The final completion date is March 25, 2014.

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement as indicated above, as fully as if the same were repeated in acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all all claims arising out of or related to the change set forth herein, including claims for impact and delays costs.

The Contract Administration has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☒ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Date Accepted: _____ 2013

By: _____
Contractor

SIGN HERE

Engineering Department

By: 
Owner, Escambia County, Florida

Digitally signed by John D. Blackmon, P.E.
DN: cn=John D. Blackmon, P.E., ou=Escambia County BOCC,
ou=Public Works Department, email=jblackmon@escambia.com,
c=US
Date: 2013.11.21 11:07:50 -0800

CR 297-A (Sandicrest to Kingsfield) Change Order Request

PD 09-10.033

Bid Item #	Description	Units	Quantity	Unit	Amount
59	12" PVC WM Pipe (C900)	LF	835.0	\$18.29	\$15,272.15
60	12" Ductile Iron Pipe	LF	-2.5	\$33.42	-\$83.55
61	12" Gate Valve w/ Box	EA	3.0	\$2,890.00	\$8,670.00
62	12" Fittings (Tee, 90, 45, 22, Etc.)	EA	5.0	\$348.88	\$1,744.40
63	Connect to Existing 12" Water Main	EA	1.0	\$1,575.23	\$1,575.23
64	6" Ductile Iron Water Main Pipe	LF	-160.0	\$21.92	-\$3,507.20
68	4" Ductile Iron Water Main Pipe	LF	-66.5	\$28.05	-\$1,865.33
70	4" Fittings (Tee, 90, 45, 22, Etc.)	EA	-2.0	\$377.70	-\$755.40
74	1" PE Water Service (Short)	EA	2.0	\$362.99	\$725.98
75	1" PE Water Service w/ 2" PE Casing (Long)	EA	6.0	\$481.24	\$2,887.44
76	Adjust Water Meter to R/W Line	EA	-16.0	\$139.34	-\$2,229.44
78	Cut and Cap Abandoned Water Main (Various Sizes)	EA	-7.0	\$127.04	-\$889.28
	Additional Work				
81	8" Gate Valve with Box	EA	1.0	\$1,900.00	\$1,900.00
82	12"x12" Tapping Sleeve	EA	1.0	\$790.00	\$790.00
83	8" PVC Water Main	LF	23.0	\$19.00	\$437.00
84	8" Fittings (45 deg bend)	EA	2.0	\$335.00	\$670.00

Total:

\$25,342.01

\$25,342.00
R. Lambert

WESTERN SURETY COMPANY
INCREASE RIDER

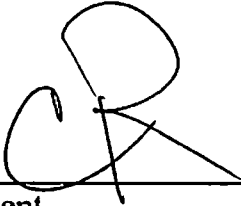
Rider to be attached to and become a part of Performance and Payment Bond No. 929565972 (JOB: CR297-A (Sandicrest to Kingsfield) Widening and Drainage Improvements, Escambia County, FL. Contract No. PD 12-13.010), executed by Western Surety Company, as Surety, and Roads, Inc. of NWF, as Principal, in favor of Escambia County Board of County Commissioners, as Obligee.

It is agreed that the above-mentioned bond is **INCREASED** to the sum of \$1,690,888.89 effective October 28, 2013.

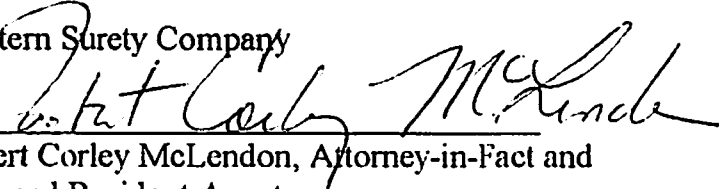
Provided, however, that the liability of the Surety for act or acts occurring prior to October 28, 2013 shall not exceed \$1,665,546.89 and that its liability for act or acts occurring after said date shall not exceed \$1,690,888.89, but in no event shall the aggregate liability of Surety on account of any and all act or acts exceed the larger amount.

Signed, sealed, and dated October 28, 2013.

Roads, Inc. of NWF

BY: 
Cody Rawson, President

Western Surety Company

BY: 
Robert Corley McLendon, Attorney-in-Fact and
Licensed Resident Agent

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Lewis Donald Rushing, Alan Douglas Moore, Robert Corley Mc Lendon, Robert Harris Dixon,
Edward E Wonders, Michael David Raidt, Individually**

of Pensacola, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of September, 2012.



WESTERN SURETY COMPANY

Paul T. Brufau
Paul T. Brufau, Vice President

State of South Dakota }
County of Minnehaha }

On this 21st day of September, 2012, before me personally came Paul T. Brufau, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, I. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of October, 2013



WESTERN SURETY COMPANY

I. Nelson
I. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Cr 297-A (Sandicrest to Kingsfield) Widening and Drainage Improvements
Project ID: ENG1553-3
Location: _____
Project Manager: Elizabeth Bush
Date: 10/22/2013

[Signature]
Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

RFF for additional funds for Roads, Inc. due to changes made, and re-imbursable, by ECUA in the amount of \$25,342.01. See attached sheet for additional information.

Attached backup documentation _____ page (s)
RFF/NTP Start Date _____ or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by _____ calendar days.
1/0/1800 Completion date

		Obligated	Required
Balance of CIP Project			
Funds for Original Construction Contract			
Funds for Construction CO#	<u>1</u>		
Contract PD			
Contractor	<u>Roads, Inc.</u>		<u>\$ 25,342.01</u>
Funds for Original Task Order			
Funds for Addendum #			
Task Order PD			
Consultant			
Funds for Original Work Order			
Funds for Change Order #			
Contract PD			
Contractor			
Consultant			
Funds for Contingency			
Funds for Permit Fees			
Agency			
Funds for Land Purchases			
Owner			
Funds for Title Work			
Company			
Contract PD			
Contractor			
Funds for			
New Balance of CIP Project		\$	\$ (25,342.01)

This section to be completed by Administration to accomplish fund transfer:

From Fund _____ Project # _____ Project Name Highway 297A ch18 Amount 25342
To: Fund _____ Project # _____ Project Name sup Amount 25342
Transfer _____

County Engineer Signature

[Signature]
Transferred by _____ Transfer Date 10/22/13

Posted to Expedition
Date: _____

PURCHASE ORDER NO. 130885-2

CHANGE DATE: 11/26/13

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA, FL 32591-1591
(850) 595-4980

PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
182328
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 02/08/13		BUYER: CLAUDIA SIMMONS		REQ. NO.: 13000960		REQ. DATE: 02/08/13	
TERMS: NET 30 DAYS		F.O.B.:		DESC.: CHANGE ORDER - 2			
ITEM#	QUANTITY	UOM	DESCRIPTION		UNIT PRICE	EXTENSION	
<p>Change Order #2 to add back \$50,684.00 Change Order #1 processed erroneously, should have added back \$25,342, but was deducted instead</p> <p>Previous Purchase Order Total Dollars: \$1,223,788.68 Net Dollars for This Change: \$50,684.00 New Purchase Order Total Dollars: \$1,274,472.68</p> <p>Previous Contract Total Dollars: \$1,640,204.89 Net Dollars for This Change: \$50,684.00 New Contract Total Dollars: \$1,690,888.89</p>							
01	.00	LOT	AWARD A CONTRACT FOR COUNTY ROAD 297-A (SANDICREST TO KINGSFIELD) WIDENING AND DRAINAGE IMPROVEMENTS, PD 12-13.010.		50684.0000	50,684.00	
					<p>PAGE TOTAL \$ 50,684.00</p> <p>TOTAL \$ 50,684.00</p>		
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE			
01	210107	56301	50,684.00	08EN0105			

APPROVED BY



BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PURCHASE ORDER NO. 130885-2**CHANGE DATE: 11/26/13**

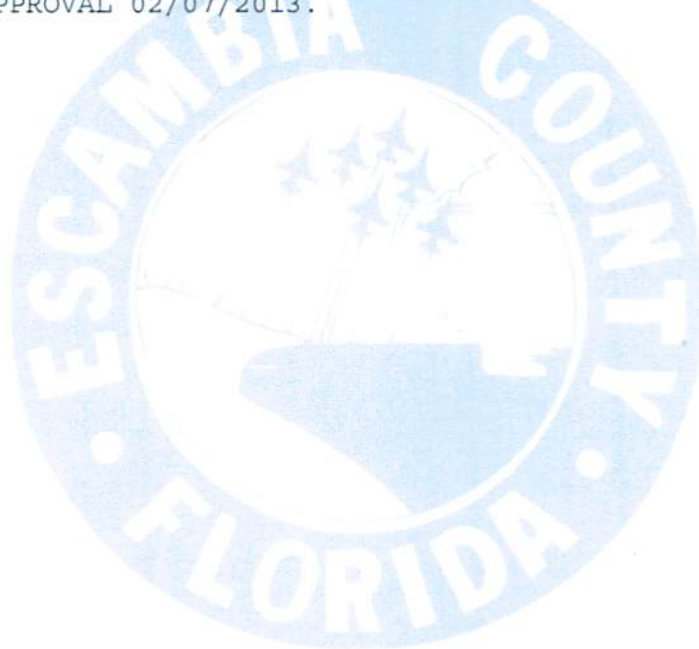
VENDOR
 182328
 ROADS INC OF NWF
 106 STONE BLVD
 CANTONMENT FL 32533

INVOICE
 PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

SHIP TO
 ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 ATTN: ROBIN LAMBERT

ORDER DATE: 02/08/13		BUYER: CLAUDIA SIMMONS		REQ. NO.: 13000960	REQ. DATE: 02/08/13
TERMS: NET 30 DAYS		F.O.B.:		DESC.: CHANGE ORDER - 2	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

BCC APPROVAL 02/07/2013.



ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	
				TOTAL \$	50,684.00

APPROVED BY



**CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT**

Vendor Code: 182328 Vendor Name: Roads Inc of NWF
Project Number: 08EN0105 P.O. No. 130885 C.O. No. 2
Department: Engineering P.D. No.: 12-13.010 Date: 11/26/2013

Notes for Modifying the Scope of Award:

To add back \$50,684. Change Order #1 processed erroneously, should have added back \$25,342, but was deducted instead. (Purchasing Dept error)

To Modify existing Purchase Order:

Quantity
Adding Dollars to Line Item No. 1 Adjustment _____ Amount: \$50684
Deleting Dollars from Line Item No. _____ Adjustment _____ Amount: _____

Quantity
Adding Dollars to Line Item No. _____ Adjustment _____ Amount: _____
Deleting Dollars from Line Item No. _____ Adjustment _____ Amount: _____

Modify Notes:

Date of BCC action: **ATTACH RESUME**

Previous Purchase Order Total Dollars: \$1,223,788.68
Net Dollars added or subtract: \$50,684.00
New Purchase Order Total Dollars: \$1,274,472.68

Previous Contract Total Dollars: \$1,640,204.89
Net Dollars added or subtract: \$50,684.00
New Contract Total Dollars: \$1,690,888.89

Modifying Cost Centers, Object Code/Accounts and Project Numbers:

Cost Center	Object Code	Project Number	+ / - change	Dollar Amount
210107	56301	08EN0105	56301	\$50,684.00

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By:

Contract Administrator's Certification & Approval _____ Date _____

Office of Purchasing Review: Agent BRH Date 11/26/13 Division Manager _____ Date _____

County Administrator's Approval [Signature] Date _____

PURCHASE ORDER NO. 130885-1

CHANGE DATE: 11/21/13

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA, FL 32591-1591
(850) 595-4980

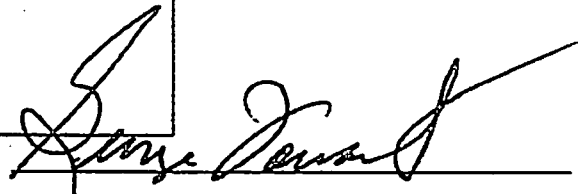
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[PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843]

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[182328
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533]

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[ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT]

ORDER DATE: 02/08/13		BUYER: CLAUDIA SIMMONS		REQ. NO.: 13000960		REQ. DATE: 02/08/13	
TERMS: NET 30 DAYS		F.O.B.:		DESC.: CHANGE ORDER - 1			
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION		
<p>Change Order #1 is an additive change order for additional funds for Roads Inc., due to changes made & reimbursable by ECUA in the amount of \$25,342.00 See attached sheet for additional information. CIP: CR297A Sandicreset to Kingsfield Widening & Drainage Improvements</p> <p>Enc. Carried Forward/PO Total Dollars: \$1,249,130.68 Net Dollars for this change: \$25,342.00 New Purchase Order Total Dollars: \$1,274,472.68</p> <p>Previous Contract Total Dollars: \$1,665,546.89 Net Dollars For this Change: \$25,342.00 New Contrat Total Dollars: \$1,690,888.89</p>							
01	.00		LOT AWARD A CONTRACT FOR COUNTY ROAD 297-A	25342.0000	-25,342.00		
				<p>PAGE TOTAL \$ -25,342.00</p> <p>TOTAL \$ -25,342.00</p>			
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE			
01	210107	56301	-25,342.00	08EN0105			

APPROVED BY



PURCHASE ORDER NO. 130885-1

CHANGE DATE: 11/21/13

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PLEASE EMAIL INVOICES TO:
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 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

VENDOR
 182328
 ROADS INC OF NWF
 106 STONE BLVD
 CANTONMENT FL 32533

SHIP TO
 ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 ATTN: ROBIN LAMBERT

ORDER DATE: 02/08/13	BUYER: CLAUDIA SIMMONS	REQ. NO.: 13000960	REQ. DATE: 02/08/13
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	
ITEM#	QUANTITY	UOM	EXTENSION

(SANDICREST TO KINGSFIELD) WIDENING AND
 DRAINAGE IMPROVEMENTS, PD 12-13.010.
 BCC APPROVAL 02/07/2013.

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$
				TOTAL \$ -25,342.00

APPROVED BY
 Original Purchase Order

[Signature]

CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: **182328**
Project Number: **08EN0105**
Department: **PUBLIC WORKS/ENGINEERING**

Vendor Name: **ROADS INC., OF NWF**
P.O. Number: **130885** C.O. Number: **1**
P.D. Number: **12-13-010** Date: **11/13/13**

Notes for Modifying the Scope of Award:

Additive Change Order for additional funds for Roads, Inc. due to changes made, and re-imbursable by ECUA in the amount of \$25,342.000. See the attached sheet for additional information. CIP: CR297A Sandicrest to Kingsfield Widening and Drainage Improvements

To Modify Existing Purchase Order:

Adding Dollars to Line Item No: **1**
Deleting Dollars from Line Item No:

Quantity Adjustment:
Adjustment:

Amount: **\$25,342.00**
Amount:

Modify Notes:

Date of BCC action: (ATTACH RESUME)
Enc. Carried Forward/PO Total Dollars: **\$1,249,130.68**
Net Dollars added or subtracted: **\$25,342.00**
New Purchase Order Total Dollars: **\$1,274,472.68**
Previous Contract Total Dollars: **\$1,665,546.89**
Net Dollars added or subtracted: **\$25,342.00**
New Contract Total Dollars: **\$1,690,888.89**

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+/- Change	Dollar Amount
210107	56301	08EN0105	\$25,342.00	\$1,274,472.68

- ☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.
- ☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared by:

Contract Administrator's Certification & Approval:

Office of Purchasing Review Agent:

Department Director:

County Administrator's Approval:

Date:
Date:
Date: **11-21-13**
Date:
Date:

RECEIVED
13 NOV 21 PM 12:50
ESCAMBIA COUNTY
PURCHASING DEPARTMENT

Escambia County
Public Works Department
Engineering
2013 11 13 11:15:45 AM

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PURCHASE ORDER NO. 130885-3**CHANGE DATE: 02/27/14**

INVOICE
 PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

VENDOR
 182328
 ROADS INC OF NWF
 106 STONE BLVD
 CANTONMENT FL 32533

SHIP TO
 ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 ATTN: ROBIN LAMBERT

ORDER DATE: 02/08/13		BUYER: CLAUDIA SIMMONS		REQ. NO.: 13000960		REQ. DATE: 02/08/13	
TERMS: NET 30 DAYS			F.O.B.:		DESC.: CHANGE ORDER - 3		
ITEM#	QUANTITY	UOM	DESCRIPTION			UNIT PRICE	EXTENSION

			Prev Po \$1,274,472.68.		
			Add 80,525.60.		
			New PO \$1,354,998.28.		
01	.00		LOT AWARD A CONTRACT FOR COUNTY ROAD 297-A (SANDICREST TO KINGSFIELD) WIDENING AND DRAINAGE IMPROVEMENTS, PD 12-13.010. BCC APPROVAL 02/07/2013.	80525.6000	80,525.60

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	80,525.60
01	210107 56301	80,525.60	08EN0105	TOTAL \$	80,525.60

APPROVED BY

Original Purchase Order

CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: 182328
Project Number: 08EN0105
Department: PUBLIC WORKS/ENGINEERING

Vendor Name: ROADS INC., OF NWF
P.O. Number: 130885
C.O. Number: 3
P.D. Number: 12-13-010
Date: 02/24/14

Notes for Modifying the Scope of Award:

Additive Change Order in the amount of \$80,525.60. The County requested the EOR to change a portion of the proposed ditch paving from solid concrete to tied concrete block to aid in slowing down the water in the ditch and to help eliminate runoff issues by providing a means to percolate water through the mat material. The EOR scaled concrete ditch quantities off the original plans sheets for the concrete ditch assuming an 8' wide section without considering the typical side slopes. The width of tied concrete block is 12' and cost is \$52.00/sy whereas the original concrete ditch paving was 8' wide and the cost was \$29.04/sy. Therefore, this Change Order deducts 1410sy of concrete ditch and add 2336sy of tied concrete block for a total \$80,525.60. CIP:

CR297A Sandicrest to Kingsfield Rd

To Modify Existing Purchase Order:

Adding Dollars to Line Item No: 1
Deleting Dollars from Line Item No:

Quantity Adjustment:
Adjustment:

Amount: \$80,525.60/rfl
Amount: ~~\$80,525.60~~

Modify Notes:

Date of BCC action: (ATTACH RESUME)

Enc. Carried Forward/PO Total Dollars: \$1,274,472.68
Net Dollars added or subtracted: ~~\$80,704.56~~ \$80,525.60/rfl
New Purchase Order Total Dollars: ~~\$1,355,177.24~~ \$1,354,998.28/rfl
Previous Contract Total Dollars: \$1,690,888.89
Net Dollars added or subtracted: ~~\$80,704.56~~ \$80,525.60/rfl
New Contract Total Dollars: ~~\$1,771,593.45~~ \$1,771,414.49/rfl

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center	Object Code	Project Number	+ / - Change	Dollar Amount
210107	56301	08EN0105	\$80,704.56	\$80,704.56
			\$80,525.60	\$1,354,998.28/rfl

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: *[Signature]*
Escambia County
Public Works/Engineering
2014 02 24 14:29:20 06107

[Signature]
Digitally signed by Robert A. Lambert
DN: cn=Robert A. Lambert, ou=Public Works,
email=rlambert@escambia.com, c=US
Date: 2014.02.24 14:43:09 -0500

[Signature]
Digitally signed by Elizabeth Bush
DN: cn=Elizabeth Bush, ou=Public
Works/Engineering,
email=ebush@escambia.com, c=US
Date: 2014.02.25 07:57:06 -0500

Contract Administrator's Certification & Approval:

Office of Purchasing Review Agent:

Department Director:

County Administrator's Approval:

Date: _____
Date: _____
Date: 2-27-14
Date: _____
Date: 3-3-14

RECEIVED
14 FEB 27 AM 10:13
ESCAMBIA COUNTY
PURCHASING DEPARTMENT

CONSTRUCTION CHANGE ORDER REQUEST FORM



Change Order No.: 2

Contract No. PD: 12-13-010

To: Roads Inc., Of NWF
106 Stone Blvd
Cantonment, FL 32533

Date: _____

Project Name: CR 297-A (SANDICREST TO KINGSFIELD ROAD WIDENING AND DRAINAGE IMPROVEMENTS)

Under our AGREEMENT dated 2/4/2013

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

Additive Change order in the amount of \$80,525.60. The County requested the EOR to change a portion of the proposed ditch paving from solid concrete to tied concrete block to aid in slowing down the water in the ditch and to help eliminate runoff issues by providing a means to percolate water through the mat material. The EOR scaled concrete ditch quantities off the original plan sheets for the concrete ditch assuming an 8' wide section without considering the typical side slopes. The width of tied concrete block is 12' and the cost is \$52.00/sy where as the original concrete ditch paving was 8' side and the cost was \$29.04/sy. Therefore, this Change Order deducts 1410sy of concrete ditch and add 2336 sy of tied concrete block for a total of \$80,525.60.

FOR THE Additive (Deductive) Sum of: *Eighty Thousand Seven Hundred Four Dollars and Fifty Six Cents*

Original Agreement Amount	\$	\$ 1,665,546.89	
Sum of Previous Changes	\$	\$ 25,342.00	
This Change Order Add/(Subtract)	\$	\$ 80,704.56	\$80,525.60/rfl
Present Agreement Amount	\$	\$ 1,771,174.49	\$1,771,414.49/rfl

The time for completion shall increase by (0) calendar days due to this change order. Accordingly, the Contract Time is three hundred sixty five (365) The final completion date is March 25, 2014.

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement as indicated above, as fully as if the same were repeated in acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all all claims arising out of or related to the change set forth herein, including claims for impact and delays costs.

The Contract Administration has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☒ Check If applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Date Accepted: 2-27 2014

By:

Cody Rawson, President

SIGN HERE

By: _____
Engineering Department

Digitally signed by Joy D. Blackmon, P.E.
DN: cn=Joy D. Blackmon, P.E., o=Escambia
County ROCC, ou=Public Works Department,
email=jblackmon@escambia.com, c=US
Date: 2014.02.27 09:39:52 -06'00'

By: _____

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

Rec'd
2/21/14
EP

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: CR 207A (Sandcrest to Kingsfield Road)
Project ID: ENG1553-3
Location: _____
Project Manager: Elizabeth Bush
Date: 1/23/2014

Tony Jones 2/20/14
Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

RFF for an additive change order in the amount of \$80,525.60. The County requested the EOR to change a portion of the proposed ditch paving from solid concrete to tied concrete block to aid in slowing down the water in the ditch and to help eliminate runoff issues by providing a means to percolate water through the mat material. The EOR scaled concrete ditch quantities off the original plan sheets for the concrete ditch assuming an 8' wide section without considering the typical side slopes. The width of tied concrete block is 12' and the cost is \$52.00/SY whereas the original concrete ditch paving was 8' wide and the cost was \$29.04/SY. Therefore, this change order deducts 1410 SY of concrete ditch and adds 2336 sy of tied concrete block for a total of \$80,525.60.

Attached backup documentation _____ page (s).
RFF/ATP Start Date N/A or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by _____ calendar days.
Completion date _____

		Obligated	Required
Balance of CIP Project			
Funds for Original Construction Contract			
Funds for Construction CO# <u>2</u>			<u>5</u> <u>80,525.60</u>
Contract PD <u>12-13.010</u>	Contractor <u>Roads, Inc</u>	<u>X800X84X56</u>	
Funds for Original Task Order			
Funds for Addendum # _____	Consultant _____	<u>210107/5639</u>	
Task Order PD _____			
Funds for Original Work Order			
Funds for Change Order # _____	Contractor _____	<u>08020105</u>	
Contract PD _____			
Funds for Contingency	Consultant _____		
Funds for Permit Fees	Agency _____		
Funds for Land Purchases	Owner <u>TPC 2/21/14</u>		
Funds for Title Work	Company _____		
Contract PD _____	Contractor <u>Please prepare C/E</u>		
Funds for _____			
New Balance of CIP Project		<u>11X @ 2/21/14</u>	<u>(80,525.60)</u>

This section to be completed by Administration to accomplish fund transfer:

From: Fund _____ Project # CR 207A Obligation 80,525.60
To: Fund _____ Project # 24p Obligation 80,525.60
Transfer 80,525.60
County Engineer Signature [Signature] Transfer Date 2/21/14
Posted to Expenditure _____
Date: _____

297A Sandcrest to Kingsfield

Change Order #2

#	Description	Est. Qty.	Unit	Unit \$	Estimated Amount
30	Concrete Ditch Paving	SY	-1410	\$ 29.04	\$ (40,946.40)
81	F&I Tied Concrete Block	SY	2336	\$ 52.00	\$ 121,472.00
				\$	80,525.60

WESTERN SURETY COMPANY

Rider to be attached to and become a part of the Performance and Payment Bond, Bond Number 929565972 (JOB: CR297-A (Sandicrest to Kingsfield) Widening and Drainage Improvements, Escambia County, FL-Contract #PD 12-13.010), executed by Western Surety Company, as Surety, and Roads, Inc. of NWF, as Principal, in favor of Escambia County Board of County Commissioners, Florida, as Obligee.

It is hereby agreed that the above-mentioned bond is increased to the sum of One Million Seven Hundred Seventy One Thousand Five Hundred Ninety Three and 45/100 Dollars (\$1,771,593.45) effective the 23rd day of January, 2014.

Provided, however, that the liability of the Surety for act or acts occurring prior to the 23rd day of January, 2014 shall not exceed \$1,690,888.89 and that its liability for act or acts occurring after said date shall not exceed \$1,771,593.45, but in no event shall the aggregate liability of surety on account of any and all act or acts exceed the larger amount.

Signed, sealed, and dated this 21st day of February, 2014.

Roads, Inc. of NWF

BY: _____

Cody Rawson, President

Western Surety Company

BY: _____

Robert Corley McLendon

Attorney-in-Fact and Licensed Resident Agent

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lewis Donald Rushing, Alan Douglas Moore, Robert Corley Mc Lendon, Robert Harris Dixon, Edward E Wonders, Michael David Raidt, Individually

of Pensacola, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature - in Unlimited Amounts - for any and all surety bonds and any and all consents required by the State Department of Transportation to the State of Florida, incident to the release of retained percentages and/or estimates on engineering and/or construction contracts - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of September, 2012.



WESTERN SURETY COMPANY

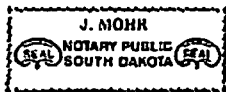
Paul T. Bruffat
Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha }

On this 21st day of September, 2012, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of February, 2014.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA, FL 32591-1591
(850) 595-4980

PURCHASE ORDER NO. 130885-2

CHANGE DATE: 11/26/13

I
N
V
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I
C
E
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

V
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R
182328
ROADS INC OF MWF
106 STONE BLVD
CANTONMENT FL 32533

S
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P
T
O
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 02/08/13			BUYER: CLAUDIA SIMMONS			REQ. NO.: 13000960			REQ. DATE: 02/08/13			
TERMS: NET 30 DAYS				F.O.B.:				DESC.: CHANGE ORDER - 2				
ITEM#	QUANTITY	UOM	DESCRIPTION					UNIT PRICE		EXTENSION		
Change Order #2 to add back \$50,684.00 Change Order #1 processed erroneously, should have added back \$25,342, but was deducted instead												
Previous Purchase Order Total Dollars: \$1,223,788.68												
Net Dollars for This Change: \$50,684.00												
New Purchase Order Total Dollars: \$1,274,472.68												
Previous Contract Total Dollars: \$1,640,204.89												
Net Dollars for This Change: \$50,684.00												
New Contract Total Dollars: \$1,690,888.89												
01	.00	LOT AWARD A CONTRACT FOR COUNTY ROAD 297-A	50684.0000					50,684.00				
(SANDICREST TO KINGSFIELD) WIDENING AND DRAINAGE IMPROVEMENTS, PD 12-13.010.												

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$	
01	210107	56301	50,684.00	08EN0105	50,684.00	
					TOTAL \$	
					50,684.00	

APPROVED BY

Original Purchase Order

PURCHASE ORDER NO. 130885-4

CHANGE DATE: 03/07/14

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA, FL 32591-1591
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CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
182328
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIPT
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 02/08/13 BUYER: CLAUDIA SIMMONS REQ. NO.: 13000960 REQ. DATE: 02/08/13

TERMS: NET 30 DAYS F.O.B.: DESC.: CHANGE ORDER - 4

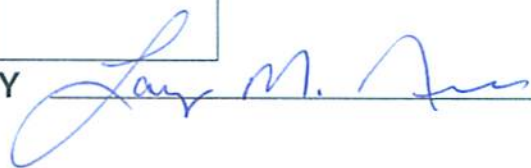
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
-------	----------	-----	-------------	------------	-----------

01	.00	LOT	Administrative CO for extension of time. AWARD A CONTRACT FOR COUNTY ROAD 297-A (SANDICREST TO KINGSFIELD) WIDENING AND DRAINAGE IMPROVEMENTS, PD 12-13.010. BCC APPROVAL 02/07/2013.	.0000	.00
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New Completion Date: 6.23, 2014

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$.00
01	210107 56301	.00	08EN0105	TOTAL \$.00

APPROVED BY





CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: 182328
Project Number: 08EN0105
Department: PUBLIC WORKS/ENGINEERING

Vendor Name: ROADS INC., OF NWF
P.O. Number: 130885 C.O. Number: 4
P.D. Number: 12-13-010 Date: 03/03/14

Notes for Modifying the Scope of Award:

Time Extension Request for PO 130885. The current project is scheduled to be complete on March 25, 2014 but due to having 60 weather days already recorded and with the anticipation of another 30 weather days, we are requesting an extension for a total of 90 days. The new completion date will be June 23, 2014. CIP: CR297-A Sandicrest to Kingsfield

To Modify Existing Purchase Order:

Adding Dollars to Line Item No:
Deleting Dollars from Line Item No:

Quantity
Adjustment:
Adjustment:

Amount: \$0.00
Amount:

Modify Notes:

Date of BCC action: (ATTACH RESUME)

Enc. Carried Forward/PO Total Dollars: \$1,354,998.20
Net Dollars added or subtracted: \$0.00
New Purchase Order Total Dollars: \$1,354,998.20
Previous Contract Total Dollars: \$1,771,414.49
Net Dollars added or subtracted: \$0.00
New Contract Total Dollars: \$1,771,414.49

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210107	56301	08EN0105		\$1,354,998.28

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By:

Contract Administrator's Certification & Approval:

Office of Purchasing Review

Department Director:

County Administrator's Approval:

Digitally signed by Robert A. Lambert
DN: cn=Robert A. Lambert, o=Public Works,
ou=Engineering,
email=rlambert@myescambia.com, c=US
Date: 2014.03.03 14:23:59 -0600

Digitally signed by Elizabeth Bush
DN: cn=Elizabeth Bush, o=Public
Works, ou=Engineering,
email=elizabeth_bush@myescambia.com,
c=US
Date: 2014.03.04 07:00:50 -0600

Digitally signed by Joy D. Blackmon, P.E.
DN: cn=Joy D. Blackmon, P.E., o=Escambia County SDC,
ou=Public Works Department,
email=jdblackm@myescambia.com, c=US
Date: 2014.03.06 15:56:11 -0600

Date:
Date:
Date: 3/7/14
Date:
Date:

RECEIVED
14 MAR - 7 AM 8:45
ESCAMBIA COUNTY
PURCHASING DEPARTMENT

**ESCAMBIA COUNTY ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS**

Project Name: CR 297-A, Sandicrest to south of Kingsfield
 Project ID: ENG 1553-3
 Location: Along CR 297-A between Sandicrest Drive and approximately 800' south of Kingsfield Road
 Project Manager: Elizabeth Bush
 Date: 2/26/2014

Jay Toner
Digitally signed by Jay Toner
 DN: cn=Jay Toner, o=Engineering
 Department, email=jay.toner@escambia.org, c=US

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

Time Extension Request for PO 130885. The current project is scheduled to be complete on March 25, 2014 but due to having 60 weather days already recorded and with the anticipation of another 30 weather days, we are requesting an extension for a total of 90 days. The new completion date will be June 23, 2014.

Roads Inc
12-13-010

Attached backup documentation 1 page(s).
 RFF/NTP Start Date 3/25/2014 Or upon NTP
 Time shall be increased/decreased by 90 calendar days.
6/23/2014 New completion date

Obligated Required

Balance of CIP Project			
Funds for Original Construction Contract			
Funds for Construction CO#			
Contract PD	Contractor		
Funds for Original Task Order			
Funds for Addendum #			
Task Order PD	Consultant		
Funds for Original Work Order			
Funds for Change Order #			
Contract PD	Contractor		
Funds for Contingency	Consultant		
Funds for Permit Fees	Agency		
Funds for Land Purchases	Owner		
Funds for Title Work	Company		
Contract PD	Contractor		
Funds for			
New Balance of CIP Project		\$	\$

OK 2/27/14
per prepaid
time my
July 2/27/14

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
			<i>time my</i>	
To:	Fund	Project #	Project Name	Amount

County Engineer Signature

Transferred by

Transfer

Transfer Date

Posted to Expedition
 Date:

Liz Bush

From: Mike Ward [mward@metriceng.com]
Sent: Tuesday, February 18, 2014 4:22 PM
To: Liz Bush
Cc: 'brett@roadsinc.com (brett@roadsinc.com)'; Robby Pettis; Coleman Hatcher
Subject: CR 297A_Sandicrest to Kingsfield Road_Weather Related Delays

Liz, we have reviewed our Daily Reports on the above project and found that 60 days of weather related delays have impacted the Contractor's operations. In addition to this time we have estimated that another 30 days of weather related days may be encountered prior to completion of this project.

Metric is recommending that a total of 90 days be added to the contract time for this project.

With your concurrence, I will also submit to you a request to extend Metric's time for Inspector and Senior Inspector.

thanks

MIKE WARD
Project Administrator



9500 Pensacola Blvd – Unit 6, Pensacola, FL 32524

650 Industrial Drive, Crestview, FL 32539
Office Phone - 850.423.7909
Cell Phone - 850.596.1539
mward@metriceng.com
www.metriceng.com

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PURCHASE ORDER NO. 130885-3

CHANGE DATE: 02/27/14

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA, FL 32591-1591
(850) 595-4980

PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5543

V E N D O R 162328
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

S H I P T O ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 02/08/13	BUYER: CLAUDIA SIMMONS	REQ. NO.: 13000960	REQ. DATE: 02/08/13
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 3
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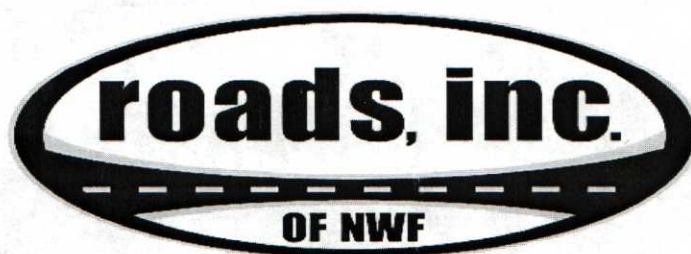
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Prev PO \$1,274,472.68.		
			Add 80,525.60.		
			New PO \$1,354,998.28.		
01	.00	LOT	AWARD A CONTRACT FOR COUNTY ROAD 297-A (SANDICREST TO KINGSFIELD) WIDENING AND DRAINAGE IMPROVEMENTS, PD 12-13.010. BCC APPROVAL 02/07/2013.	80525.6000	80,525.60

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	80,525.60
01	210107 56301	80,525.60	08EN0105	TOTAL \$	80,525.60

APPROVED BY

Original Purchase Order

005



106 stone blvd. cantonment, fl 32533

Phone: (850) 968-0991

Fax: (850) 968-0996

05/01/2014

Re: Repairs to Co. Rd 297 Due to April Flood Event

Escambia County

Attn: Liz Bush

After meeting with Robby on site this morning we feel as though the following repairs are necessary as of 06/17/2014 from the April 2014 flood event.

1. Labor and Equipment	13 days @ \$3500.00 per day	\$45,500.00
2. Vacuum Truck	50 hours @ \$320.00 per hour	\$16,000.00
3. Sod	2700 SY @ 2.50 per SY	\$6,750.00
4. Earthwork Fill	200 CY @ \$7.00 per CY	\$1,400.00
5. Earthwork Removal	500 CY @ \$8.00 per CY	\$4,000.00
6. Flex-a-mat Remove and Replace	300 SY @ \$67.00 per SY	\$20,100.00

TOTAL

\$93,750.00

Thank You

Brett Moylan

*Calculations
verified
8-6-14
R. Lambert*



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6674

County Administrator's Report 16. 34.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Funding for the Thunder Run Super Grand Prix

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Funding for the Thunder Run Super Grand Prix - Amy Lovoy, Management and Budget Services Department Director

That the Board ratify the issuance of a Purchase Order to the Gulf Coast Powerboat Association, Inc. (GCPA), in the amount of \$40,000, for the Thunder Run Super Grand Prix.

[Funding Source: Fund 108, 4th Cent Tourist Development Tax, Cost Center 360105]

BACKGROUND:

At the August 12, 2014, Committee of the Whole Workshop the Board discussed but did not formally vote to allocate \$40,000 to the Gulf Coast Powerboat Association, Inc., for the Thunder Run Super Grand Prix race. Since the expenses associated with the event would be incurred prior to the next formal Board Meeting, the County staff issued a Purchase Order to GCPA and is now requesting the Board ratify this action. The \$40,000 was advanced to this organization based upon documentation of event expenses that had been incurred.

BUDGETARY IMPACT:

[Funding Source: Fund 108, 4th Cent Tourist Development Tax, Cost Center 360105]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6641

County Administrator's Report 16. 1.

BCC Regular Meeting

Discussion

Meeting Date: 08/21/2014

Issue: Recommendation to Approve Reimbursement of Lost Personal Property for Jail Employees

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reimbursement of Lost Personal Property for Jail Employees Who Were on Duty at the Central Booking and Detention Facility at the Time of the Explosion on April 30, 2014 - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning the reimbursement of lost personal property, for jail employees who were on duty, at the Central Booking and Detention Facility at the time of the explosion on April 30, 2014:

A. Approve the reimbursement for lost personal property, in the amount of \$100 each for 22 jail employees, in the total amount of \$2,200, per the list provided; and

B. Approve the reimbursements, which exceed \$100 each, for eligible lost personal property items as noted for the following employees, in the total amount of \$6,074.67, per the Claim for Lost Personal Property Forms provided:

1. Amanda Tijerina, Detention Assistant: house keys, 2013 Dodge Charger key (reported on form replacement cost of \$450 - amount only includes \$250 based on quote from dealership), purse, lunch box, Kohl's gift card, Gulf Islands National Seashore Annual Pass, key ring, and black jacket - \$342;

2. Kelley Bradford, Detention Assistant: 2006 Nissan Frontier key/remote, 2012 Nissan Rogue key, purse and contents, Driver License replacement, cash, and lunch box - \$420;

3. Stacy Taylor, EMT: purse and contents that include cash, three debit cards and two checkbooks, duffel bag and contents, rain boots, two wallets, lunch bag, cash, and jacket - \$454;

4. Donald Bast, Corrections Officer: Apple I-Pad, Series 6 exam manual, Stanley water bottle, Stanley lunch box, and work bag - \$943.92;

5. Roberta Varvorines, Lieutenant: two jackets, Tervis mug, Tervis tumbler glass, rolling ice chest, and a seven-quart crock pot - \$125.18;

6. Eve Harris, Detention Assistant: jacket, bluetooth headset, lunch tote, and water bottle - \$150;
7. Veronica Stanton, Corrections Officer: 2002 Ford Thunderbird key, 2012 Dodge Journey key, 1999 Dodge Ram key, 1993 Nissan pickup truck key, jacket, BGB leather work bag (\$498 replacement cost employee listed on form - amount only includes \$418.40 based on the most expensive bag on www.bgbleather.com), 1994 BMW 318i - \$1,082.90;
8. Theresa Dumas - Corrections Officer: 2007 Nissan Armada key and FOB and 2012 Dodge Ram key and FOB - \$527.73;
9. Larry Fradejas - Corrections Officer: leather Bible, bag, medical equipment, and calendar - \$260;
10. Calvin Lymons - Corrections Officer: 2006 Galant key and FOB, 1999 Mitsubishi Diamante key and FOB, rolling duffel bag, Lenovo 8" tablet (not authorized - not included in reimbursement), transitional progressive bi-focal glasses, and lunch bag - \$870.94;
11. Jerald Evans - Corrections Officer: Swiss Army backpack, Bible, and two black leather folders - \$150;
12. Sherri Sullivan - Corrections Officer: stimulator (was possibly paid by insurance - not included in reimbursement), leather bag, change purse and contents, lunch box, heater with fan, make-up, bag of pencils and pens - \$170;
13. Raymond Brown - Corrections Officer: work jacket, Dodge key - remote start, and Tac Force knife - \$318; and
14. Heather Gresham - Corrections Officer: car key FOB, cell phone Iphone 5c (not authorized - not included in reimbursement), work jacket, and lunch box - \$260.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140836]

BACKGROUND:

On the June 3, 2014 BCC Agenda, CAR III Item #5, Action B was adopted by the board authorizing the Interim County Administrator to issue payments of one-hundred dollars to each employee working at the Central Booking and Detention Center on April 30, 2014 when the explosion occurred to offset at least partially the loss of personal property as a result of the blast or which was otherwise unrecoverable.

At the time the Board appeared to be open to considering additional payments to assist in defraying these losses. A memo was provided to Commander Whitlock that explained what costs may possibly be eligible for reimbursement and an attached Personal Property Claim form.

The Personal Property Claim Form was submitted by 14 employees of items totaling more than \$100. The Human Resource department reviewed the estimated values provided by the employee and confirmed the listed items were considered authorized personal property. There were several items where the estimated item value could not be verified as a reasonable replacement cost. These costs are indicated next to the item and the total amount of reimbursement requested was adjusted for those items. The employee's will be notified of the eligible reimbursement amount and given the opportunity to submit a receipt of purchase.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Alison Rogers, County Attorney, has reviewed the recommendation for content and compliance. She suggested a written release be required in order to be par with other reimbursements.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Personal Property Loss

Employee Claims for Lost Personal Property
Jail Explosion

Last Name	First Names	Position	House Keys	Auto Keys	Auto Keys	Purse	Contents	Clothing	License	Other Items	Cost		Cost eligible for Reimbursement	
Tijerina	Amanda	Det. Asst.	\$ 5.00	\$ 450.00		\$ 10.00		\$ 10.00		Lunch Box	\$ 15.00			
										Kohls Gift Card	\$ 25.00			
										Gulf Island Pass	\$ 25.00			
										Key Ring	\$ 2.00			
												\$ 542.00	\$ 342.00	Key FOB quote from Hill-Kelly Dodge \$215.00 suggesting \$250.00 for reimbursement
Bradford	Kelly	Det. Asst.		\$ 165.00	\$ 120.00		\$ 50.00		\$ 25.00	Cash	\$ 50.00			
										Lunch Box	\$ 10.00			
												\$ 420.00	\$ 420.00	
Taylor	Stacy	EMT				\$ 79.00	\$ 50.00	\$ 30.00		Duffel Bag	\$ 50.00			
										Duffel Contents	\$ 30.00			
										Rain Boots	\$ 50.00			
										Tea Maker	\$ 20.00			
										Two Wallets	\$ 45.00			
										Cash	\$ 20.00			
										Stop Pay on cks	\$ 60.00			
										Lunch Bag	\$ 20.00			
												\$ 454.00	\$ 454.00	
Royals	Diane	Sr. CO						\$ 36.00		Two Mugs	\$ 20.00	\$ 56.00	\$ -	Did not exceed \$100
Bast	Donald	Sr. Co								Apple I-Pad (authorized)	\$829.99			
										Series 6 and 63 Exam	\$ 49.00			
										Vacuum Bottle	\$ 24.97			
										Stanley Lunch Box	\$ 24.97			
										Portfolio Bag	\$ 14.99			
												\$ 943.92	\$ 943.92	
Varvorines	Roberta	Lieutenant								Faded Glory Jacket	\$ 13.99			
										FG Jacket w/Hood	\$ 13.99			
										Tervis Mug (FI)	\$ 23.99			
										NO. Saints Tumbler	\$ 23.99			
										Rolling Ice Chest	\$ 24.24			
										Crock Pot (7 qt)	\$ 24.98			
												\$ 125.18	\$ 125.18	
Harris	Eve	Det. Asst.								Embroidered Jacket	\$ 30.00			
										Bluetooth Headset	\$100.00			
										Lunch Tote	\$ 20.00			
												\$ 150.00	\$ 150.00	
Stanton	Veronica	CO Relief		\$ 158.00	\$ 258.00			\$ 25.00		99 Dodge Keys	\$ 99.00			Most expensive bag available for purchase on www.bgbleather.com is \$418.40 suggesting reimbursement for the \$418.40.
										93 Nissan PU Keys	\$ 25.00			
										94 BMW 318I	\$ 99.50			
										BGB Leather work bag	\$498.00			
												\$1,162.50	\$ 1,082.90	
Dumas	Theresa	Master CO		\$ 279.55	\$ 248.18							\$ 527.73	\$ 527.73	
Fradejas	Larry	CO								Leather Bible	\$100.00			
										Briefcase Bag	\$ 60.00			
										Blood Sugar Equip.	\$ 80.00			
										Calendar	\$ 20.00			
												\$ 260.00	\$ 260.00	

Employee Claims for Lost Personal Property

Last Name	First Names	Position	House Keys	Auto Keys	Auto Keys	Purse	Contents	Clothing	License	Other Items	Cost		Cost eligible for Reimbursement	
Brown	April	Sr. CO						\$ 38.00		Tote	\$ 15.00			
										Fan	\$ 35.00			
										Umbrella	\$ 10.00			
												\$ 98.00	\$ -	Did not exceed \$100
Lymons	Calvin	CO		\$ 220.00	\$ 280.00					Rolling Duffle Bag	\$ 39.99			
										Lenovo 8" tablet	\$179.99			Lenovo 8" tablet was not an authorized device it is not eligible for reimbursement
										Pair of glasses w/transitional progressive bifocal lenses	\$313.00			
										Thermo Lunch Bag/Cooler	\$ 17.95			
												\$1,050.93	\$ 870.94	
Evans	Jerald	CO								Swiss Army Backpack	\$ 60.00			
										NIV Bible	\$ 50.00			
										Black Leather Folder	\$ 20.00			
										Black Leather Folder	\$ 20.00			
												\$ 150.00	\$ 150.00	
Johnson	Melanie	Det. Asst.								Ceramic bowl	\$ 15.00			
										Umbrella	\$ 15.00			
										Plastic Lunch Kit	\$ 15.00			
												\$ 45.00	\$ -	Did not exceed \$100
Howard	Tanja	Det. Asst.								16oz. Thermal cup	\$ 15.00			
										Food, forks, spoons, plates, etc.	\$ 25.00			
												\$ 40.00	\$ -	Did not exceed \$100
Sullivan	Sherri	CO				\$ 30.00	\$ 105.00			Stimulator Remote	\$500.00			
										Lunch box	\$ 15.00			
										Heater and fan	\$ 20.00			
												\$ 670.00	\$ 170.00	
Brown	Raymond	CO		\$ 250.00				\$ 38.00		Tac Force Knife	\$ 30.00			
												\$ 318.00	\$ 318.00	
Gresham	Heather	CO		\$ 200.00				\$ 40.00		Lunch Box	\$ 20.00			Cell phone was not an authorized device it is not eligible for reimbursement
										Cell phone - iphone 5c	\$ 500.00			
												\$ 760.00	\$ 260.00	
										Total Amount of Claims:	\$6,695.26			
										Total Amount of Claims eligible for reimbursement:		\$ 6,074.67		

Employees eligible for \$100 (no claim form submitted)

Last Name	First Name	Eligible Reimbursement
Amaral	Tamara	\$ 100.00
Brown	April	\$ 100.00
Conrad	Ashley	\$ 100.00
Crosby	Christine	\$ 100.00
Freeman	Aaron	\$ 100.00
Hankinson	Christopher	\$ 100.00
Hankinson	Shannon	\$ 100.00
Holiday	Randy	\$ 100.00
Howard	Tanja	\$ 100.00
Johnson	Melanie	\$ 100.00
Jones	Jessica	\$ 100.00
Lane	Joseph	\$ 100.00
Lastinger	Roger	\$ 100.00
Montgomery	Joyce	\$ 100.00
Moyers	Shawn	\$ 100.00
Perkins	Cameron	\$ 100.00
Royals	Diane	\$ 100.00
Ryals	Joseph	\$ 100.00
Simmons	Pamela	\$ 100.00
Thompkins	Kassie	\$ 100.00
Weatherspoon	Vadra	\$ 100.00
Whelan	Christopher	\$ 100.00
		\$ 2,200.00

Lost Personal Property claims in excess of \$100

Last Name	First Name	Total Eligible Reimbursement
Varvorines	Roberta	\$ 125.18
Evans	Jerald	\$ 150.00
Harris	Eve	\$ 150.00
Sullivan	Sherri	\$ 170.00
Fradejas	Larry	\$ 260.00
Gresham	Heather	\$ 260.00
Brown	Raymond	\$ 318.00
Tijerina	Amanda	\$ 342.00
Bradford	Kelley	\$ 420.00
Taylor	Stacy	\$ 454.00
Dumes	Theresa	\$ 527.73
Lymons	Calvin	\$ 870.94
Bast	Donald	\$ 943.92
Stanton	Veronica	\$ 1,082.90
		\$ 6,074.67

Escambia County BCC

To: Commander Whitlock
CC: Gordon Pike, Maj. Selena Barnes
From: Tom Turner – Human Resources Director
Date: June 19, 2014
Re: Personal Property Loss

As a result of the explosion at the Escambia County Jail on April 30, some 35 to 40 correction officers and support staff appear to have incurred some degree of property loss. The Board of County Commissioners has agreed to pay \$100 to each jail employee working in Central Booking that was on duty on April 30, 2014 at the time of the explosion.

It is clearly understood that many of these employees suffered personal property losses in excess of \$100. The Board appeared to be open to considering additional payments to assist in defraying these losses.

Attached is a form for the employees that incurred these losses to report the item and the estimated value. It is very important that all employees report truthfully what items were lost and a good faith estimate of the cost. Some items, such as cell phones, may have been partially covered by insurance. Other items may also have had partial or total coverage. If so, please note that on the form and the estimate of the insurance proceeds and report the **Estimated Loss (Net)** – the cost less any insurance proceeds. This does not apply to office or work area adornments. This is intended to address personal property such as **authorized** cell phones, keys, key fobs, glasses, watches, etc.

Please have employees submit these forms through their line of supervision to you by Friday June 27, 2014. I will present the total to Escambia County leadership and place on the Board agenda for their action at the earliest date thereafter.

Claim for Lost Personal Property

Event of April 30, 2014

Name:	Amanda Marie Tijerina	Position	Detention Assistant
Supervisor	Lt. Roberta Varvorines		
The following items are personal property I had brought to the Central Booking building that were lost due to the explosion. These items are not office décor but items that typically I bring to work but cannot have on my person while I am working.			
Item	Description	Estimated Loss (Net)	Amount of Insurance Coverage
1	House keys	\$5.00	N/A
2	2013 Dodge Charger Key	\$450.00	N/A
3	Purse	\$10.00	N/A
4	Lunch Box	\$15.00	N/A
5	Kohls Gift Card	\$25.00	N/A
6	Gulf Islands National Seashore Annual Pass	\$25.00	N/A
7	Key Ring	\$2.00	N/A
8	Black Jacket	\$10.00	N/A
Total		\$542.00	
I understand the reimbursement for this lost or destroyed personal property is at the discretion of the Board of County Commissioners for Escambia County. I acknowledge that this is a true and accurate description and estimate of the cost of the property. I further understand I may be asked to provide additional verification of the claimed loss.			
Amanda Tijerina 2647		6-26-14	
Name		Date	

Ace Unlocks
 \$225.00
 Dodge Dealer
 Hill-Kelly
 FOB \$213.93

see attached
 confirmed
 cost

Fees & Reservations

Pavilion Rental/Special Use Permits (<http://www.nps.gov/guis/planyourvisit/upload/information.doc>)

Please check our America the Beautiful - The National Parks and Federal Recreation Program (<http://classicinside.nps.gov/documents/PassBrochureOct2013-AppendixSOP2014.pdf>) page for information on the interagency pass program.

Free Entrance Days In Your National Parks (<http://www.nps.gov/findapark/fees>)

Fee Passes for Active Duty Military and Families (<http://www.nps.gov/findapark/passes.htm>)

Florida District

For more information on fees call 850-934-2622

Entrance Fees are collected year round for Perdido Key, Fort Pickens and Santa Rosa

Per Person (valid for 1-7 days) - **\$3.00** (Ex., motorcycle, jogger, walker, etc.)

Per vehicle (valid for 1-7 days) - **\$8.00**

Vehicles less than 15 passenger capacity - **\$8.00**

Vehicles 15 passengers or more (not to exceed the commercial group rate) - **\$3.00 per person**

Gulf Islands Annual Pass - **\$25.00**

Night Owl Pass (<http://www.nps.gov/guis/planyourvisit/upload/Night-Owl-Regulation-FP-sunset-close.doc>) (After hours access) - **\$30.00**


March 1 to September 30 the Night Owl Passes will be sold at the Campground Office
Sunday - Thursday from 9:00 a.m. to 2:00 p.m.

Perdido Key Entrance Station on Wednesday and Thursday from 8:00 a.m. until 11:00 a.m.

October 1 - March 1 at the Fort Pickens's Entrance Station, and Perdido Key Entrance Station
(Fort Pickens's Campground Office from 9:00 a.m. to 2:00 p.m.)

Claim for Lost Personal Property

Event of April 30, 2014

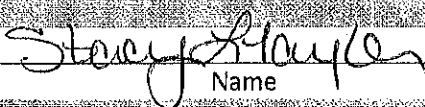
Name:	Kelley Bradford	Position	Detention Assistant
Supervisor	Lt. Roberta Varvorines		
<p>The following items are personal property I had brought to the Central Booking building that were lost due to the explosion. These items are not office décor but items that typically I bring to work but cannot have on my person while I am working.</p>			
Item	Description	Estimated Loss (Net)	Amount of Insurance Coverage
1	2006 Nissan Frontier key/remote	\$165	Sandu Sansing? \$269.83 FOB
2	2012 Nissan Rogue Key	\$120	vehicle not registered in Escambia County
3	Purse and contents	\$50	
4	Florida Driver License Replacement	\$25	
5	Cash	\$50	
6	Lunch Box	\$10	
7			
8			
Total		\$420	
<p>I understand the reimbursement for this lost or destroyed personal property is at the discretion of the Board of County Commissioners for Escambia County. I acknowledge that this is a true and accurate description and estimate of the cost of the property. I further understand I may be asked to provide additional verification of the claimed loss.</p>			
 Name		6/25/14 Date	

Ace Unlocks
\$125

Ace Unlocks
\$135

Claim for Lost Personal Property

Event of April 30, 2014

Name:	Stacy Taylor	Position:	EMT
Supervisor:	Charlette Gardner RN		
<p>The following items are personal property I had brought to the Central Booking building that were lost due to the explosion. These items are not office décor but items that typically I bring to work but cannot have on my person while I am working.</p>			
Item	Description	Estimated Loss (Net)	Amount of Insurance Coverage
1	purse	\$75	0
2	duffel bag	\$50	0
3	contents duffel bag	\$30	0
4	Rain Boots	\$50	0
	Team member	\$20	0
5	wallet #1	\$15	0
	wallet #2	\$30	0
6	lunch bag	\$20	0
	Cash	\$20	0
7	debit cards x3		0
	check books x2	\$600	to stop payment on checks
	Jacket	\$30	0
8	misc. items in purse	\$50	0
Total		454	0
<p>I understand the reimbursement for this lost or destroyed personal property is at the discretion of the Board of County Commissioners for Escambia County. I acknowledge that this is a true and accurate description and estimate of the cost of the property. I further understand I may be asked to provide additional verification of the claimed loss.</p>			
 Name		6-20-14 Date	

no brand given
see attached

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Heel Height

Sort by: All

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Gladiators

Wedges

Flat Sandals

Dress Sandals

Evening Sandals

Casual Sandals

Flip Flops & Beach

Comfort Sandals

Wide Width Sandals

Boots

Booties & Shooties

Casual Boots

Combat & Lace-Up

Western Boots

Riding Boots

Dress Boots

Rain & Cold Weather

Wide Width & Wide Calf

Pumps & Heels

Flats

Oxfords & Lace-Ups

Loafers & Slip-Ons

Evening & Wedding

Comfort

Wide Width

Sneakers

Athletic

Work & Safety

Slippers

Clearance



Day Victoria Rain Boot

\$54.95

Compare at \$95.00



Tretorn Kelly Rain Boot

\$74.95

Compare at \$85.00

More Colors



Realtree Girl Ms Jo Jo Rain Boot

\$39.95

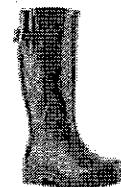
Compare at \$45.00



Kamik Olivia Rain Boot

\$44.95

Compare at \$55.00



Dirty Laundry Raindrop Snake Print Rain Boot

\$39.95

Compare at \$60.00

More Colors



Dirty Laundry Roadie Floral Rain Boot

\$44.95

Compare at \$50.00



Tretorn Skerry Metallic Rain Boot

\$64.95

Compare at \$75.00

More Colors



Nomad Puddles Monet Rain Boot

\$44.95

Compare at \$52.00



Crocs Rainfloe Rain Boot

\$69.95

Compare at \$75.00

More Colors



Dirty Laundry Regency Spotlight Rain Boot

\$44.95

Compare at \$60.00



Dirty Laundry Riff Raff Rain Boot

\$49.95

Compare at \$60.00



Boots!Tootsi Ahoy Rain Boot

\$39.95

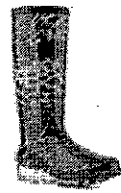
Compare at \$48.00



Nomad Puddles Paisley Rain Boot
\$44.95
 Compare at \$52.00



Tretorn Elsa Rain Boot
\$69.95
 Compare at \$80.00
 More Colors



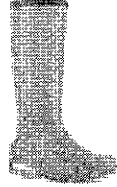
Boots!Tootsi Cheetah Rain Boot
\$39.95
 Compare at \$48.00



Tretorn Plask Wedge Rain Boot
\$74.95
 Compare at \$85.00
 More Colors



Dirty Laundry Regency Zig Zag Rain Boot
\$44.95
 Compare at \$60.00



Boots!Tootsi Pink Flamingo Rain Boot
\$39.95
 Compare at \$48.00



Dirty Laundry Royal Rain Boot
\$49.95
 Compare at \$60.00



Chooka Classy Classic Rain Boot
\$49.95
 Compare at \$65.00



Isle Jacobsen-Hombaek Rub-1 Rain Boot
\$159.95
 Compare at \$199.00



Chooka Full Gore Rain Boot
\$69.95
 Compare at \$85.00



Dirty Laundry Roadie Polka Dot Rain Boot
\$44.95
 Compare at \$50.00



Kamik Wildwood Rain Boot
\$54.95
 Compare at \$74.00
 More Colors



Chooka Top Solid Rain Boot
\$49.95
 Compare at \$65.00
 More Colors



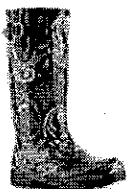
Kamik Jenny Rain Boot
\$59.95
 Compare at \$75.00



Dizzy Pica Bow Rain Boot
\$29.95
 Compare at \$39.00



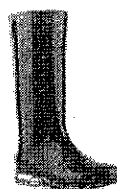
Kelly & Katie Pinwheels Rain Boot
\$39.95
 Compare at \$50.00



Nomad Puddles Indo Floral Rain Boot
\$44.95
 Compare at \$52.00



Dirty Laundry Regency Rain Boot
\$44.95
 Compare at \$60.00



Boots!Tootsi Whales Rain Boot
\$39.95
 Compare at \$48.00



Dizzy Pica Bow Leopard Rain Boot
\$29.95
 Compare at \$39.00



Blondo Pacifica Boot

\$169.95

Compare at \$250.00

[More Colors](#)

Dr. Martens Shower Rain Boot

\$99.95

Compare at \$120.00

[More Colors](#)

Dizzy West Rain Boot

\$39.95

Compare at \$49.00



Chooka Daren Rain Boot

\$59.95

Compare at \$80.00



Bearpaw Knit Sweater Boot

\$59.95

Compare at \$85.00

[More Colors](#)

Totes Kim Snow Bootie

\$44.95

Compare at \$65.00



Tretorn Skerry Rain Boot

\$59.95

Compare at \$80.00

[More Colors](#)

Bare Traps Harleen Bootie

\$64.95

Compare at \$95.00

[More Colors](#)

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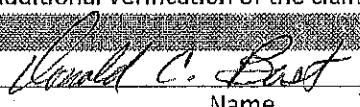
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Claim for Lost Personal Property

Event of April 30, 2014

Name:	BAST, DONALD C.	Position	S.C.O. #2151
Supervisor	LT. MADISON / LT. RYALS		
<p>The following items are personal property I had brought to the Central Booking building that were lost due to the explosion. These items are not office décor but items that typically I bring to work but cannot have on my person while I am working.</p>			
Item	Description	Estimated Loss (Net)	Amount of Insurance Coverage
1	APPLE IPAD/WIFI AND VIBRATOR	REPLACEMENT COST \$829.99	NO INSURANCE
2	LICENSE EXAM MANUAL FOR SERIES 6 & 63	REPLACEMENT COST \$49.00	NO INSURANCE
3	STANLEY 1.1-GAL CLASSIC VACUUM BOTTLE	REPLACE AT \$24.97	NO INSURANCE
4	STANLEY CLASSIC COOLER LUNCH BOX	REPLACE AT \$24.97	NO INSURANCE
5	PORT FOLIO ATTAC BAG	REPLACE AT \$14.99	NO INSURANCE
6			
7			
8			
Total		\$943.92	
<p>I understand the reimbursement for this lost or destroyed personal property is at the discretion of the Board of County Commissioners for Escambia County. I acknowledge that this is a true and accurate description and estimate of the cost of the property. I further understand I may be asked to provide additional verification of the claimed loss.</p>			
 Name		6/26/14 Date	

See Attached

See Attached

Confirmed price walmart.com

Receipt provided

Receipt provided (work bag)

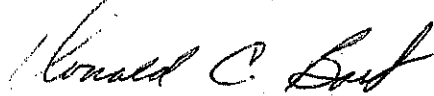
TO WHOM THIS MAY CONCERN,

The reason I had my Apple I-Pad and Series 6 License Exam. Manual at the jail was I had special permission from Lt. Ryals to bring it in at night to study for my series 6 test while the inmates were sleeping.

P.S.

If you would give me permission to go into CBD through the employee entrance and then into the lower west stairwell through the cross over to H4 back door entrance, I would be able to get my things as they were not damaged during the explosion and wouldn't have to put in this claim. My bag with the Ipad and exam manual is in the two drawer file cabinet next to the desk and my lunch box and vacuum bottle is sitting by the wall right behind the desk. I didn't grab my things on the way out as my main concern at that time was getting the inmates to safety.

Thank you,

A handwritten signature in cursive script, appearing to read "Donald C. Bast".

Donald C. Bast

Senior Correctional Officer



Store 191 - Pensacola Main Store
NEX Pensacola Main Store
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Pensacola, FL 32507
850 458-8814

5/21/14 5:48 PM
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Cashier: herseim Sales: herseim

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CORONADO PORTFOLIO ATTAC 14.99
2113937 1 @ 14.99
021676331816

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699635 1 @ 6.19
013893035035

GAMA OCT.CIR HK BLK4 0.6 3.99
431466 1 @ 3.99
089726081685

GAMA OCT.CIRCLE HK BLK 6 3.99
431465 1 @ 3.99
089726081678

ASDTV RAPID RAMEN COOKER 4.99
8650020 1 @ 4.99
861308000044

Subtotal 34.15

Total 34.15

Visa (S) 34.15
Account: 6560
Auth: 190814 (A)

Total Tender 34.15

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James C. Bond

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12 B CARS II 002891452463 25.00 T - A II
SUBTOTAL 25.00
WHT FRST CKI 070097192380 F 2.98 0
RUCHED TUNIC 084768707672 13.96 X
SHIRTSUIT 009861155651 34.96 X
HOODED VEST 084768707639 15.96 X
TAYLOR 076904410060 1.96 X
7 QT COOLER 004160421271 24.97 X - VAN
SUBTOTAL 119.79
TAX 1 7.500 % 8.77
TOTAL 128.56
VISA TEND 128.56

ACCOUNT # **** * 6560 S
APPROVAL # 304449
REF # 1042000314
TRANS ID - 004142147953802
VALIDATION - WB29
PAYMENT SERVICE - E
TERMINAL # 20109981

05/21/14 23:06:46

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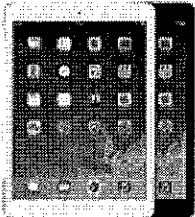
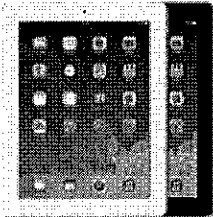
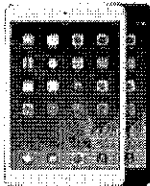
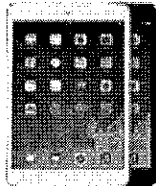
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Formats: Kindle Edition, Paperback, Hardcover

Format	Price	New	Used
Kindle Edition	\$62.77		
Paperback	\$62.99	\$66.55	\$61.85
Hardcover			\$139.14

FREE Shipping
- Series 63 License Exam Manual (Uniform Securities Agent State Law Exam License Exam Manual (Series))** by Kaplan Financial (Mar 27, 2007)

Formats: Paperback

Format	Price	New	Used
Paperback		\$58.00	\$4.25
- Series 63 License Exam Manual (Uniform Securities Agent State Law Exam License Exam Manual (Series))** by Kaplan Financial (Mar 27, 2007)

Formats: Paperback

Format	Price	New	Used
Paperback		\$5.99	\$4.97

Claim for Lost Personal Property

Event of April 30, 2014

Name:	Roberta Varvorines #2013	Position	Lieutenant
Supervisor	1st Lt. Tammy Clark		
The following items are personal property I had brought to the Central Booking building that were lost due to the explosion. These items are not office décor but items that typically I bring to work but cannot have on my person while I am working.			
Item	Description	Estimated Loss (Net)	Amount of Insurance Coverage
1	Faded Glory Jacket w/hood (size L)	13.99	0
2	Faded Glory Jacket w/hood (size XL)	13.99	0
3	Tervis Mug w/lid (FL Gator logo)	23.99	0
4	N.O. Saints Tervis Tumbler w/lid	23.99	0
5	Rolling ice chest	24.24	0
6	7 qt. Crockpot	24.98	0
7			
8			
Total		125.18	
I understand the reimbursement for this lost or destroyed personal property is at the discretion of the Board of County Commissioners for Escambia County. I acknowledge that this is a true and accurate description and estimate of the cost of the property. I further understand I may be asked to provide additional verification of the claimed loss.			
Lt. Roberta Varvorines 2013		6/27/2014	
Name		Date	

Tervis.com
Cup \$116.00
Lid \$4.00

Walmart.com
\$25-50

#2. I had an extra jacket because they were supposed to turn the air chillers on.

#5 & #6. I brought dinner in for the shift, which we didn't get to eat.

Lt. Roberta Varvounes
6-27-14

Claim for Lost Personal Property

Event of April 30, 2014

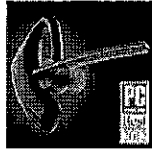
Name:	EVE HARRIS		Position	Detention Assistant
Supervisor	ROBERTA VARNORINES			
The following items are personal property I had brought to the Central Booking building that were lost due to the explosion. These items are not office décor but items that typically I bring to work but cannot have on my person while I am working.				
Item	Description	Estimated Loss (Net)	Amount of Insurance Coverage	
1	Embroidered Work Jacket	\$30 ⁰⁰		
2	Blue Tooth Headset	\$100 ⁰⁰		
3	Lunch Tote w/ accessories & water bottles	\$20 ⁰⁰		
4				
5				
6				
7				
8				
Total		\$150 ⁰⁰		
I understand the reimbursement for this lost or destroyed personal property is at the discretion of the Board of County Commissioners for Escambia County. I acknowledge that this is a true and accurate description and estimate of the cost of the property. I further understand I may be asked to provide additional verification of the claimed loss.				
Name		EVE HARRIS		
		6/27/14		
		Date		

see attached
no brand
given

850 595 4772

Attn: Michelle

low end headsets start at

COMPARE \$30.00.[Back to results](#) [Print This Page](#)**PRODUCTS****Plantronics - Voyager Legend Bluetooth Headset**Model: 87390-01
SKU: 6013858
\$99.99 [Add to Cart](#)**Plantronics - Marque 2 Bluetooth Headset**Model: M165 BLACK
SKU: 6013882
\$59.99 [Add to Cart](#)**Motorola - Boom Bluetooth Headset**Model: 69005N
SKU: 1611574
\$59.99 [Add to Cart](#)**CURRENT OFFERS****Special Offers**

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• Free Shipping on Orders \$35 and Up

• Free Shipping on Orders \$35 and Up

Best Buy Cardholder Offers

• 10% Back in Rewards: See How

• 10% Back in Rewards: See How

• 10% Back in Rewards: See How

Financing**REVIEWS****Rating** **4.0 of 5**
(181 reviews) **4.1 of 5**
(98 reviews) **4.1 of 5**
(72 reviews)**PRODUCT SPECS**[Show Differences](#)

Bluetooth Type	Premium	Stereo	
What model phone does this fit		Samsung Galaxy S 5	
iPhone Accessory		Yes	No
Brand Compatibility		Samsung	Motorola
Warranty Terms - Parts	1 year	1 year	1 year limited
Warranty Terms - Labor	1 year limited	1 year limited	1 year limited
Product Height	2"	3/8"	2"
Product Width	1/2"	1/2"	3/4"
Product Depth	3-3/4"	1-9/10"	3/4"

AVAILABILITY

Shipping:	Shipping: Usually leaves our warehouse in 1 business day Estimate Arrival Time	Shipping: Usually leaves our warehouse in 1 business day Estimate Arrival Time	Shipping: Usually leaves our warehouse in 1 business day Estimate Arrival Time
Store Pickup	Store Pickup: Available at most stores	Store Pickup: Available at most stores	Store Pickup: Available at most stores

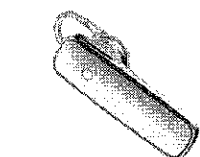
PRODUCTS

COMPARE

[Back to results](#)

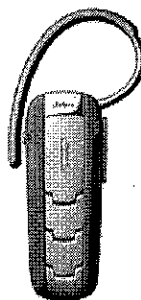
Print This Page

PRODUCTS



Plantronics - Marque 2 Bluetooth Headset
Model: M165 WHITE
SKU: 6613873
\$59.99

Add to Cart



Jabra - Extreme2 Bluetooth Headset
Model: 199-95500000-14
SKU: 2842453
\$79.99

Add to Cart



Motorola - Sliver II Bluetooth Headset
Model: HZ770
SKU: 1663415
\$129.99

Add to Cart



Plantronics - Voyager Edge Bluetooth Headset
Model: Edge
SKU: 5154043
\$129.99

Add to Cart

CURRENT OFFERS

Special Offers	• Free Shipping on Orders \$35 and Up	• Free Shipping on Orders \$35 and Up	• Free Shipping on Orders \$35 and Up • Buy 3 or More and Save: Find Out How	• Free Shipping on Orders \$35 and Up
Best Buy Cardholder Offers	• 10% Back in Rewards: See How	• 10% Back in Rewards: See How	• 10% Back in Rewards: See How	• 10% Back in Rewards: See How
Financing				

REVIEWS

Rating	4.1 of 5 (98 reviews)	3.1 of 5 (55 reviews)	3.8 of 5 (49 reviews)	4.3 of 5 (57 reviews)
--------	--------------------------	--------------------------	--------------------------	--------------------------

PRODUCT SPECS

[Show Differences](#)

What model phone does this fit	Samsung Galaxy S 5	Samsung Galaxy S 5		
iPhone Accessory	Yes	No	No	No
Brand Compatibility	Samsung	Samsung		Universal
Bluetooth Type	Stereo		Stereo	Premium
Cell Phone Model Compatibility				Universal
Warranty Terms - Parts	1 year	1 year	1 year limited	1 year
Warranty Terms - Labor	1 year limited	1 year	1 year limited	1 year
Product Height	3/8"	3/8"	1-1/2"	3/4"
Product Width	1/2"	3/4"	1-9/10"	2-3/4"
Product Weight		1.6 oz.		
Product Depth	1-9/10"	1-3/4"	5/8"	1"

Updated
List added
item # 7

Claim for Lost Personal Property

Event of April 30, 2014

Name: VERONICA STANTON Position: Detention Relief
Supervisor: LT. Debbie Williams

The following items are personal property I had brought to the Central Booking building that were lost due to the explosion. These items are not office décor but items that typically I bring to work but cannot have on my person while I am working.

Item	Description	Estimated Loss (Net)	Amount of Insurance Coverage	
1	02 T-BIRD Keys	158.00	World Ford Quote provided \$158.00	Ace Unlocks \$125
2	12 Dodge Journey Keys	258.00	Hill Kelly Dodge FOB only \$219.30	Ace Unlocks \$225
3	99 Dodge Ram Keys	99.00	Hill Kelly Dodge \$76.51	Ace Unlocks \$45
4	93 Nissan PU Truck Keys	25.00		Did not provide model
5	WORK JACKET	25.00		
6	BGB leather work bag, Xmas gift 2011	498.00		See Attached most expensive bag on bgbteather.com \$418.40
7	94 BMW 318I	99.50		Sandy Lanning BMW key \$95.00
8		1162.50		
Total		1739.00		

I understand the reimbursement for this lost or destroyed personal property is at the discretion of the Board of County Commissioners for Escambia County. I acknowledge that this is a true and accurate description and estimate of the cost of the property. I further understand I may be asked to provide additional verification of the claimed loss.

Veronica Stanton

Name

6/27/14

Date

Claim for Lost Personal Property

Event of April 30, 2014

Name: VERONICA STANTON Position: Detention Relief
 Supervisor: LT Debbie Williams

The following items are personal property I had brought to the Central Booking building that were lost due to the explosion. These items are not office décor but items that typically I bring to work but cannot have on my person while I am working.

Item	Description	Estimated Loss (Net)	Amount of Insurance Coverage
1	02 T-Bird Keys	158.00	<input checked="" type="checkbox"/>
2	12 Dodge Journey Keys	258.00	<input checked="" type="checkbox"/>
3	99 Dodge Ram Keys	99.00	<input checked="" type="checkbox"/>
4	93 Nissan PU Truck Keys	25.00	<input checked="" type="checkbox"/>
5	WORK JACKET	25.00	<input checked="" type="checkbox"/>
6	BGB leather work bag, Xmas gift 2011	498.00	<input checked="" type="checkbox"/>
7			
8			
Total		<u>1759.00</u>	<u>1063.00</u>

I understand the reimbursement for this lost or destroyed personal property is at the discretion of the Board of County Commissioners for Escambia County. I acknowledge that this is a true and accurate description and estimate of the cost of the property. I further understand I may be asked to provide additional verification of the claimed loss.

Veronica Stanton

Name

6/27/14

Date

SPECIALIZING IN:
COMPLETE LINE OF
AUTO & LIGHT TRUCK PARTS
CHRYSLER PARTS & SERVICE
R.V. PARTS ACCESSORIES
& SERVICE
ONAN GENERATOR SERVICE
REMANUFACTURED PARTS
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ERIC, JEFFREY, JIM, SUSAN, WILLIAM
10% RESTOCKING CHARGE ON ALL SPECIAL ORDER
RETURNS

NO REFUNDS ON ELECTRICAL PARTS.
NO REFUNDS AFTER 30 DAYS.
NO REFUNDS WITHOUT THIS INVOICE.

CUST. NO.	TAX EXEMPT NUMBER	CUST. P. O. NO.	SHIP VIA	PAY	SOLD BY	INVOICE DATE	INVOICE
9999				CASH	MR. WILLIAM TANN	06/26/14	PQ3394 DOR

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RETAIL CASH

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VIN: CT355772

QUANTITY		PART NUMBER / DESCRIPTION	BIN	LIST	NET	AMOUNT
SHIP	B. O.					
1	0	68085673-AA KEY BLANK 23017001	3005D5	31.25	31.25	31.25
1	0	68066350-AF KEY FOB I 08059057	SP-ORD	154.00	154.00	154.00
<p>+ 50 labor to cut & program</p>						
Any warranties on the products sold hereby are those made by the manufacturers. The Seller, HILL-KELLY DODGE, INC., hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and HILL-KELLY DODGE, INC. neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Customer shall not be entitled to recover from HILL-KELLY DODGE, INC. any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.						
SUBTOTAL						185.25
RESTOCK CHARGE						0.00
TAX						13.90
FREIGHT						0.00
PAY THIS AMOUNT						199.15

X

16:38:21 CUSTOMER COPY

** PRICE QUOTE **

NET505

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6397 PENSACOLA BLVD. • PENSACOLA, FL 32505

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FAX: (850) 266-2107



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NO REFUNDS WITHOUT THIS INVOICE. NO RETURNS AFTER 2 DAYS.
NO REFUNDS ON ELECTRICAL PARTS OR SPECIAL ORDERS. 20% HANDLING CHARGE ON RETURNED PARTS.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
26 JUN 14		26 JUN 14		Q77991

16:27

QUOTE

ACCOUNT NO. 551P98

PAGE 1 OF 1

PTS-CASH

SHIP VIA			SLSM.	B/L NO.	TERMS	F.O.B. POINT		
			F8		CASH	PENSACOLA FL		
ORD.	QUANTITY	ADD.	PART NO.	DESCRIPTION	LIST	NET	AMOUNT	
1	1	0	PATS	KEY KEYS	30.76	30.76	30.76	
1	1	0	LABOR	PROGRAMM-	115.50	115.50	115.50	
**** INVOICE QUOTE - DO NOT					PAY ****			
THANK YOU FOR YOUR PATRONAGE								
HAVE A GREAT DAY								
					PARTS		146.26	
					SUBLET			
					FREIGHT		0.00	
					SALES TAX		10.97	
CUSTOMER'S SIGNATURE								
X					TOTAL		\$157.23	

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Your
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Q77991.

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31072534

Retail Price : ~~247.42 € , 197.41 £~~
Deal Price : 199.31 € , 159.02 £



31072547

Retail Price : ~~247.42 € , 197.41 £~~
Deal Price : 199.31 € , 159.02 £



37031176

Retail Price : ~~182.13 € , 145.31 £~~
Deal Price : 154.64 € , 123.38 £



37161116

Retail Price : ~~289.62 € , 167.25 £~~
Deal Price : 176.98 € , 141.20 £

User Login

Username :

Password :

Sign In

Lost Password || New User

Payment Options



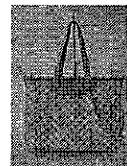
37161120

Retail Price : ~~289.62 € , 167.25 £~~
Deal Price : 176.98 € , 141.20 £



37281149

Retail Price : ~~151.20 € , 120.64 £~~
Deal Price : 127.15 € , 101.45 £



37291153

Retail Price : ~~151.20 € , 120.64 £~~
Deal Price : 127.15 € , 101.45 £



373304

Retail Price : ~~289.62 € , 167.25 £~~
Deal Price : 188.66 € , 150.52 £



373627

Retail Price : ~~378.81 € , 301.59 £~~
Deal Price : 305.84 € , 244.02 £



43261620

Retail Price : ~~230.24 € , 183.70 £~~
Deal Price : 195.88 € , 156.28 £



43261626

Retail Price : ~~230.24 € , 183.70 £~~
Deal Price : 195.88 € , 156.28 £



43261633

Retail Price : ~~230.24 € , 183.70 £~~
Deal Price : 195.88 € , 156.28 £

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43261641
Retail Price : 236.24 € , 183.70 £
Deal Price : 195.88 € , 156.28 £



434256
Retail Price : 292.10 € , 233.05 £
Deal Price : 233.33 € , 186.17 £



434260
Retail Price : 292.10 € , 233.05 £
Deal Price : 233.33 € , 186.17 £



434264
Retail Price : 292.10 € , 233.05 £
Deal Price : 233.33 € , 186.17 £

User Login

Username :

Password :



[Lost Password](#) || [New User](#)



434267
Retail Price : 292.10 € , 233.05 £
Deal Price : 233.33 € , 186.17 £



45012106
Retail Price : 271.40 € , 216.60 £
Deal Price : 230.24 € , 183.70 £



45012109
Retail Price : 271.40 € , 216.60 £
Deal Price : 230.24 € , 183.70 £

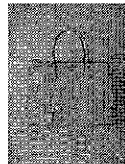


45012546
Retail Price : 271.40 € , 216.60 £
Deal Price : 230.24 € , 183.70 £

Payment Options



45012571
Retail Price : 271.40 € , 216.60 £
Deal Price : 230.24 € , 183.70 £



452215995
Retail Price : 226.00 € , 180.96 £
Deal Price : 195.53 € , 156.01 £



452216004
Retail Price : 226.00 € , 180.96 £
Deal Price : 195.53 € , 156.01 £



452216020
Retail Price : 226.00 € , 180.96 £
Deal Price : 195.53 € , 156.01 £

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Handbags

Clutch

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194258
Retail Price : ~~329.90 € , 263.21 £~~
Deal Price : 280.07 € , 223.45 £



194308
Retail Price : ~~336.77 € , 268.69 £~~
Deal Price : 283.51 € , 226.19 £



194350
Retail Price : ~~336.77 € , 268.69 £~~
Deal Price : 283.51 € , 226.19 £



30072513
Retail Price : ~~213.06 € , 169.99 £~~
Deal Price : 182.13 € , 145.31 £

User Login

Username :

Password :

Log In

Lost Password || New User



30072516
Retail Price : ~~213.06 € , 169.99 £~~
Deal Price : 182.13 € , 145.31 £



30072556
Retail Price : ~~213.06 € , 169.99 £~~
Deal Price : 182.13 € , 145.31 £



304085
Retail Price : ~~305.04 € , 244.82 £~~
Deal Price : 264.26 € , 210.84 £



37121106
Retail Price : ~~189.00 € , 150.00 £~~
Deal Price : 158.08 € , 126.12 £

Payment Options



373008
Retail Price : ~~202.75 € , 161.76 £~~
Deal Price : 182.13 € , 145.31 £



375308
Retail Price : ~~273.20 € , 217.97 £~~
Deal Price : 243.64 € , 194.39 £



375319
Retail Price : ~~273.20 € , 217.97 £~~
Deal Price : 243.64 € , 194.39 £



375325
Retail Price : ~~273.20 € , 217.97 £~~
Deal Price : 243.64 € , 194.39 £

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- Quilted Bags
- Messenger Bags
- Hobo Bags
- Handbags
- Clutch

New Products-Handbags



113959
Retail Price : 305.04 € , 244.02 £
Deal Price : 247.08 € , 197.13 £



114106
Retail Price : 230.24 € , 183.70 £
Deal Price : 185.22 € , 147.78 £



114213
Retail Price : 260.04 € , 213.06 £
Deal Price : 213.06 € , 169.99 £



114215
Retail Price : 260.04 € , 213.06 £
Deal Price : 213.06 € , 169.99 £

• User Login

Username :

Password :

Log In



154181
Retail Price : 305.04 € , 244.02 £
Deal Price : 261.17 € , 208.37 £



154445
Retail Price : 326.46 € , 260.47 £
Deal Price : 278.01 € , 221.81 £



154469
Retail Price : 326.46 € , 260.47 £
Deal Price : 278.01 € , 221.81 £



154495
Retail Price : 326.46 € , 260.47 £
Deal Price : 278.01 € , 221.81 £

Lost Password || New User

• Payment Options



154565
Retail Price : 292.10 € , 233.05 £
Deal Price : 249.14 € , 198.78 £



154569
Retail Price : 292.10 € , 233.05 £
Deal Price : 249.14 € , 198.78 £



154589
Retail Price : 292.10 € , 233.05 £
Deal Price : 249.14 € , 198.78 £



194219
Retail Price : 329.90 € , 263.21 £
Deal Price : 280.07 € , 223.45 £

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Claim for Lost Personal Property

Event of April 30, 2014

Name: Theresa E. Dumas Position: Master Correctional Officer
 Supervisor: Lt. Joseph Ryals / Sgt. Roger Lastinger

The following items are personal property I had brought to the Central Booking building that were lost due to the explosion. These items are not office décor but items that typically I bring to work but cannot have on my person while I am working.

Item	Description	Estimated Loss (Net)	Amount of Insurance Coverage
------	-------------	----------------------	------------------------------

1	Key & Key Fob for 2007 Nissan Armada	279.55	Ø
---	--------------------------------------	--------	---

2	Key & Key Fob 2012 Dodge Ram Pick-up	248.18	Ø
---	--------------------------------------	--------	---

3			
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8			
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Total

527.73

Sandy Sansing
 \$323.58
 fob only
 Hill-Kelly
 Dodge dealer
 \$219.30
 fob only

I understand the reimbursement for this lost or destroyed personal property is at the discretion of the Board of County Commissioners for Escambia County. I acknowledge that this is a true and accurate description and estimate of the cost of the property. I further understand I may be asked to provide additional verification of the claimed loss.

Theresa E. Dumas
 Name

7/8/14
 Date

SPECIALIZING IN:
 COMPLETE LINE OF
 AUTO & LIGHT TRUCK PARTS
 CHRYSLER PARTS & SERVICE
 R.V. PARTS ACCESSORIES
 & SERVICE
 ONAN GENERATOR SERVICE
 REMANUFACTURED PARTS
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 AND ACCESSORY NEEDS, SEE THE PROFESSIONALS!
 ERIC, JEFFREY, JIM, SUSAN, WILLIAM
 10% RESTOCKING CHARGE ON ALL SPECIAL ORDER
 RETURNS

NO REFUNDS ON ELECTRICAL PARTS.
 NO REFUNDS ON OTHER 3850-474-5300
 NO REFUNDS WITHOUT THIS INVOICE.

CUST. NO.	TAX EXEMPT NUMBER	CUST. P. O. NO.	SHIP VIA	PAY	SOLD BY	INVOICE DATE	INVOICE
132236				CASH	MR. WILLIAM TANN	07/08/14	PQ3485
	tdumas1@cox.net						DOR
	850-474-5300						

B
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 MELVIN L DUMAS
 6652 DALLAS AVE
 PENSACOLA, FL 32526-9016

S
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O
 ADDITIONAL \$50
 REQUIRED TO CUT AND
 PROGRAM KEY

QUANTITY		PART NUMBER / DESCRIPTION	BIN	LIST	NET	AMOUNT
SHIP	B. O.					
1	0	68029829-AB KEY BLANK 23017001	3005D5	30.35	30.35	30.35
1	0	56046638-AE TRANSMTR 08059057	3005D7	154.00	154.00	154.00
Any warranties on the products sold hereby are those made by the manufacturers. The Seller, HILL-KELLY DODGE, INC., hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and HILL-KELLY DODGE, INC. neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Customer shall not be entitled to recover from HILL-KELLY DODGE, INC. any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.						
SUBTOTAL						184.35
RESTOCK CHARGE						0.00
TAX						13.83
FREIGHT						0.00
PAY THIS AMOUNT						198.18

\$248.18 TOTAL

Sandy Sansing

5705 Pensacola Blvd. • Pensacola, FL 32505
www.sandysansingnissan.com • nissanparts@sandysansing.com



SANDY SANSING NISSAN

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PENSACOLA, FL 32505

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Parts Advisor

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Fax (850) 479-8543
Direct (850) 475-2860
(800) 828-7442

CELL: 850-512-8040

CUST. NO.	TAX EXEMPT NUMBER	CUST. P. O. NO.	SHIP VIA	PAY	SOLD BY	INVOICE DATE	INVOICE
41904	NONE 850-512-8040			PENDING	STEVE NICHOLS	07/08/14	PQ4834 NIR

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MELVIN LEVIL DUMAS
6652 DALLAS AVE
PENSACOLA, FL 32526-9016

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QUANTITY		PART NUMBER / DESCRIPTION	BIN	LIST	NET	AMOUNT
SHIP	B. O.					
1	0	LABOR				
1	0	28268-ZT04B SWITCH ASSY REM	00147H	101.00	101.00	101.00
1	0	H0564-ET00E KEY-BLANK,MASTE	C01B2C	122.07	122.07	122.07
				36.98	36.98	36.98
SUBTOTAL						260.05
RESTOCK CHARGE						0.00
TAX						19.50
FREIGHT						0.00
PAY THIS AMOUNT						279.55

DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The Seller, SANDY SANSING NISSAN, INC., hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and SANDY SANSING NISSAN, INC. neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

*Thank you
We appreciate
your business*

- Please note information concerning returns.
- NO REFUNDS AFTER 10 DAYS.
- 20% RESTOCKING CHARGE WILL APPLY.
- ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY INVOICE AND IN ORIGINAL UNOPENED BOX.
- NO RETURNS ON ELECTRICAL AND SPECIAL ORDER PARTS.
- PLEASE BE ADVISED, ANY RETURNED ITEMS ARE SUBJECT TO AN INSPECTION BY OUR SERVICE DEPARTMENT.

Parts Hours:

Monday - Friday
7:00 am - 5:30 pm
Saturday
7:00 am - 4:30 pm
Sunday
Closed

13:17:48 CUSTOMER COPY

** PRICE QUOTE **

NET509

Claim for Lost Personal Property

Event of April 30, 2014

Name:	Larry Fradejas	Position	Correction Officer
Supervisor	Lt. Joseph Ryals		

The following items are personal property I had brought to the Central Booking building that were lost due to the explosion. These items are not office décor but items that typically I bring to work but cannot have on my person while I am working.

Item	Description	Estimated Loss (Net)	Amount of Insurance Coverage
1	Leather Bible	100.00	
2	Brief Bag	60.00	
3	Blood Sugar Equipment	80.00	
4	Calendar	20.00	
5			
6			
7			
8			
Total		260.00	

I understand the reimbursement for this lost or destroyed personal property is at the discretion of the Board of County Commissioners for Escambia County. I acknowledge that this is a true and accurate description and estimate of the cost of the property. I further understand I may be asked to provide additional verification of the claimed loss.

Larry Fradejas

Name

7-10-14

Date

Claim for Lost Personal Property

Event of April 30, 2014

Name:	Calvin Lymons	Position	Correctional Officer
Supervisor	Lt. J. Ryals & Sgt. R. Laster		

The following items are personal property I had brought to the Central Booking building that were lost due to the explosion. These items are not office décor but items that typically I bring to work but cannot have on my person while I am working.

Item	Description	Estimated Loss (Net)	Amount of Insurance Coverage
------	-------------	----------------------	------------------------------

1	2006 - GALANT Key & Fob Combo Mitsubishi	220.00	N/A
---	---	--------	-----

2	2009 - Mitsubishi Diamond Key Fob	280.00	N/A
---	--------------------------------------	--------	-----

3	Rolling Duffel Bag	39.99	N/A
---	--------------------	-------	-----

4	LENOVO 8" Tablet	179.99	N/A
---	------------------	--------	-----

5	1 pr. Transitional Progressive Bi-focal Glasses	313.00	N/A
---	--	--------	-----

6	THERMO Lunch BAG/Cooler	17.95	N/A
---	----------------------------	-------	-----

7			
---	--	--	--

8			
---	--	--	--

Total

1050.93

Pete Moore
Mitsubishi
\$253.70

Pete Moore
Mitsubishi
\$13.58
reg out Key
is only avail.

See
Attached

I understand the reimbursement for this lost or destroyed personal property is at the discretion of the Board of County Commissioners for Escambia County. I acknowledge that this is a true and accurate description and estimate of the cost of the property. I further understand I may be asked to provide additional verification of the claimed loss.

Calvin Lymons
Name

July 6, 2014
Date

Lorrie A. Davis

From: Selina L. Barnes
Sent: Wednesday, August 06, 2014 3:50 PM
To: Lorrie A. Davis
Cc: Brett D. Whitlock
Subject: RE: Lost Personal Property - Calvin Lymons

I did not authorize this. I have not been involved in this part of the process. I was under the impression that risk mgmt. was handling these claims.

Major Selina Barnes #2001
Escambia County Corrections
850-554-1400

From: Lorrie A. Davis
Sent: Wednesday, August 06, 2014 3:24 PM
To: Selina L. Barnes
Cc: Brett D. Whitlock
Subject: Lost Personal Property - Calvin Lymons

Hi Selina,

Officer Lymons submitted a Lenovo 8" tablet as an item on the claim for lost personal property.

Was the tablet an authorized device?

I will be sending out memo's to the individuals that have listed items that we will not submit or changes we made to the reimbursement amount (i.e. replacement key and work bag). Would you like me send the memo's directly to the employees or have them sent through Melissa or Sharon?

Thank you,

Lorrie Davis, PHR
HR Associate II - HRIS
Escambia County Board of County Commissioners
Phone: (850) 595-3161 Fax: (850) 595-4966

Claim for Lost Personal Property

Event of April 30, 2014

Name:	Jerald Evans	Position	Corrections Officer
Supervisor	Emmet Vann		
<p>The following items are personal property I had brought to the Central Booking building that were lost due to the explosion. These items are not office décor but items that typically I bring to work but cannot have on my person while I am working.</p>			
Item	Description	Estimated Loss (Net)	Amount of Insurance Coverage
1	Swiss Army Backpack	\$60.00	
2	NIV Bible	\$50.00	
3	Black Leather Folder	\$20.00	
4	Black Leather Folder	\$20.00	
5			
6			
7			
8			
Total		130.00	
<p>I understand the reimbursement for this lost or destroyed personal property is at the discretion of the Board of County Commissioners for Escambia County. I acknowledge that this is a true and accurate description and estimate of the cost of the property. I further understand I may be asked to provide additional verification of the claimed loss.</p>			
Jerald Evans		Date	7/9/2014

Employee was not available to sign form at the time form was due to HR. UD

Claim for Lost Personal Property

Event of April 30, 2014

Name:	Sherri W. Sullivan	Position	Correction Officer
Supervisor	Lt. Ryals		

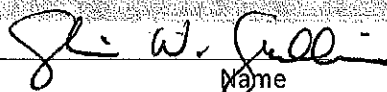
The following items are personal property I had brought to the Central Booking building that were lost due to the explosion. These items are not office décor but items that typically I bring to work but cannot have on my person while I am working.

Item	Description	Estimated Loss (Net)	Amount of Insurance Coverage
1	Stimulator Remote in a black bag	\$500.00	0 was possibly paid by insurance gave me a new one
2	Leather Leather bag	\$30.00	0
	Leather change purse	\$10.00	0
	money in change purse	\$46.00	0
3	Lunch Box (green)	\$15.00	0
4	Bag of colored pens and highlighters permanent markers	\$20.00	0
5	Bag of make-up and nail polish	\$15.00	0
6	Bag of Pencils (reg) and reg. pens black	\$15.00	0
7	Heater and a fan	\$20.00	0
8			

Total

690.00

I understand the reimbursement for this lost or destroyed personal property is at the discretion of the Board of County Commissioners for Escambia County. I acknowledge that this is a true and accurate description and estimate of the cost of the property. I further understand I may be asked to provide additional verification of the claimed loss.


Name

7/9/14
Date

Claim for Lost Personal Property

Event of April 30, 2014

Name:	Raymond Brown	Position:	C.O.
Supervisor:	Lt. Vapourines		

The following items are personal property I had brought to the Central Booking building that were lost due to the explosion. These items are not office décor but items that typically I bring to work but cannot have on my person while I am working.

Item	Description	Estimated Loss (Net)	Amount of Insurance Coverage
1	BLK Jacket w/ Loop	\$38.00	
2	(Remote start) BLK Dodge Key Remote	\$250.00	
3	1 silver/BLK ^{Knife} Ice Force	\$30.00	
4			
5			
6			
7			
8			
Total		\$318.00	

I understand the reimbursement for this lost or destroyed personal property is at the discretion of the Board of County Commissioners for Escambia County. I acknowledge that this is a true and accurate description and estimate of the cost of the property. I further understand I may be asked to provide additional verification of the claimed loss.

Raymond Brown #2275 <div style="text-align: center;">Name</div>	7-7-14 <div style="text-align: center;">Date</div>
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Claim for Lost Personal Property

Event of April 30, 2014

Name:	Heather Gresham	Position	Detention Deputy
Supervisor	Lt. Joe Ryals		

The following items are personal property I had brought to the Central Booking building that were lost due to the explosion. These items are not office décor but items that typically I bring to work but cannot have on my person while I am working.

Item	Description	Estimated Loss (Net)	Amount of Insurance Coverage
1	Car Key (Key Fob)	200 ⁰⁰	—
2	Cell Phone (Iphone 5c)	500 ⁰⁰	Can not find one less than 500 ⁰⁰ , No Ins.
3	Work Jacket (with name)	40 ⁰⁰	—
4	Lunch box (Blue colman)	20 ⁰⁰	—
5			
6			
7			
8			

Total

760⁰⁰

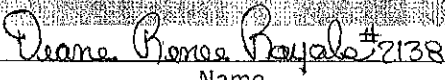
I understand the reimbursement for this lost or destroyed personal property is at the discretion of the Board of County Commissioners for Escambia County. I acknowledge that this is a true and accurate description and estimate of the cost of the property. I further understand I may be asked to provide additional verification of the claimed loss.

Heather Gresham
Name

07/15/2014
Date

Claim for Lost Personal Property

Event of April 30, 2014

Name:	Diane Renee Royals	Position	Senior Correction Officer
Supervisor	LT> Varvorines		
<p>The following items are personal property I had brought to the Central Booking building that were lost due to the explosion. These items are not office décor but items that typically I bring to work but cannot have on my person while I am working.</p>			
Item	Description	Estimated Loss (Net)	Amount of Insurance Coverage
1	Black Jacket	\$36.00	
2	Two mugs	\$20.00	
3			
4			
5			
6			
7			
8			
Total		\$56.00	
<p>I understand the reimbursement for this lost or destroyed personal property is at the discretion of the Board of County Commissioners for Escambia County. I acknowledge that this is a true and accurate description and estimate of the cost of the property. I further understand I may be asked to provide additional verification of the claimed loss.</p>			
 Name		Date	
		6/27/2014	

Claim for Lost Personal Property

Event of April 30, 2014

Name:	APRIL L. BROWN	Position	SR. CO
Supervisor	Lt. Joseph Ryals		

The following items are personal property I had brought to the Central Booking building that were lost due to the explosion. These items are not office décor but items that typically I bring to work but cannot have on my person while I am working.

Item	Description	Estimated Loss (Net)	Amount of Insurance Coverage
1	TOTE	15.00	0
2	FAN	35.00	0
3	JACKET	38.00	0
4	Umbrella	10.00	0
5			
6			
7			
8			

Total

98.00

I understand the reimbursement for this lost or destroyed personal property is at the discretion of the Board of County Commissioners for Escambia County. I acknowledge that this is a true and accurate description and estimate of the cost of the property. I further understand I may be asked to provide additional verification of the claimed loss.



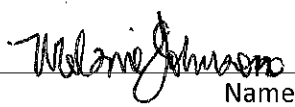
Name

7/8/2014

Date

Claim for Lost Personal Property

Event of April 30, 2014

Name:	Melanie Johnson	Position	Detention
Supervisor			
<p>The following items are personal property I had brought to the Central Booking building that were lost due to the explosion. These items are not office décor but items that typically I bring to work but cannot have on my person while I am working.</p>			
Item	Description	Estimated Loss (Net)	Amount of Insurance Coverage
1	Ceramic microwave bowl w/lid	\$15.00	
2	umbrella /blk	\$15.00	
3	lunch kit /plastic	\$15.00	
4			
5			
6			
7			
8			
Total		\$45.00	
<p>I understand the reimbursement for this lost or destroyed personal property is at the discretion of the Board of County Commissioners for Escambia County. I acknowledge that this is a true and accurate description and estimate of the cost of the property. I further understand I may be asked to provide additional verification of the claimed loss.</p>			
 Name		7.8.14 Date	

Claim for Lost Personal Property

Event of April 30, 2014

Name:	Tanja Howard	Position	Dent. Asst.
Supervisor	Lt. K Brown		
<p>The following items are personal property I had brought to the Central Booking building that were lost due to the explosion. These items are not office décor but items that typically I bring to work but cannot have on my person while I am working.</p>			
Item	Description	Estimated Loss (Net)	Amount of Insurance Coverage
1	16oz thermal cup	15	0
2	food,forks,spoon,plates etc.	25	0
3			
4			
5			
6			
7			
8			
Total		40	
<p>I understand the reimbursement for this lost or destroyed personal property is at the discretion of the . Board of County Commissioners for Escambia County. I acknowledge that this is a true and accurate description and estimate of the cost of the property. I further understand I may be asked to provide additional verification of the claimed loss.</p>			
Tanja Howard		7/3/2014	
Name		Date	

Estimated Costs for Replacement of Vehicle Keys:

Ace Unlocks

\$225.00	2013 Dodge Charger
\$45/\$125	2006 Nissan Frontier (price depends on if it has a transponder)
\$135/\$225	2012 Nissan Rouge (price depends on if it has a push start mechanism)
\$125	2002 Ford Thunderbird
\$225	2012 Dodge Journey
\$45	1999 Dodge Ram

Hill Kelly Dodge (does not include \$50 labor charge)

\$213.93	2013 Dodge Charger
\$199.15	2012 Dodge Journey
\$219.30	2012 Dodge Ram (FOB only)
\$76.51	1999 Dodge Ram

Pete More Chevrolet

\$253.70	2006 Mitsubishi Gallant
\$13.58	1999 Diamante

Sandy Sansing

\$269.83	2006 Nissan Frontier
\$95.00	1994 BMW 318i
\$323.58	2007 Nissan Armada

World Ford

\$158.00	2002 Ford Thunderbird
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BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6622

County Administrator's Report 16. 2.

BCC Regular Meeting

Discussion

Meeting Date: 08/21/2014

Issue: Blue Angel and Pensacola Classics Funding Request

From: Steven Barry, District 5 Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Request for Funding for the Blue Angel and Pensacola Classics - Commissioner Steven Barry, District 5

That the Board consider the request from the Gulf Coast Texans, for \$2,500, to be funded from the 4th Cent Tourist Development Tax, for both the Blue Angel and Pensacola Classics, totaling \$5,000, and approve the Purchase Order for this purpose.

BACKGROUND:

Gulf Coast Texans is requesting funding for two events. The Blue Angel Classic, which will be held during Columbus Day in October of 2014 and the Pensacola Classic, which will be held during mid February of 2015. The events bring in an estimated economic impact of approximately \$600,000 to Escambia County.

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 for this event to the Gulf Coast Texans.

Funding Request Letter for Blue Angel Classic

Funding Request Letter for Pensacola Classic



Gulf Coast Texans



c/o Pensacola Futbol Club 1 10360 Ashton Brosnaham Rd 1 Pensacola, FL 32534 1 www.gulfcoasttexans.com

July 3, 2014

Steven Barry
District 5 Commissioner
Escambia County, Florida,

Mr. Barry,

I'm penning this letter to you in hopes you may know of additional funding sources within the County of which I am not aware with respect to one of the two annual tournaments we host: The Blue Angel Classic. The Blue Angel Classic is held during the Columbus Day weekend in October and has a significant economic impact in Escambia Country.

To support our claim that we bring significant economic impact to Pensacola and Escambia County, I asked our tournament director to put together some figures for your review. Here are the results (from both annual tournaments – Blue Angel and Pensacola Classic)

Total Teams Participating:	209
Local Teams (within an hour of Pensacola):	123
Traveling Teams:	89

The final calculations provided at the conclusion are based upon PSA's calculations for expenditures by athletes (\$75.00/day) and spectators (\$150.00/day).

The estimated number of players and spectators for **traveling** teams is as follows

Players:	1114
Spectators:	2036

Based on the distance from Pensacola, we assigned number of days (1 day for teams within 2.5 hours away and 2 days for teams more than 2.5 hours away). This resulted in the approximate number of days in the Escambia County area by type:

Player Days:	1755
Spectator Days:	3182

Using all of the figures calculated above, we arrive at our estimate of the economic impact on Escambia County for *visiting* teams:

Players:	\$131,625
Spectators:	<u>\$477,300</u>
	\$608,925

In addition, we spent \$55,000 to host both events. Expenses were paid to local vendors, referees, and tournament managers. We did not assign any value to the 123 teams categorized as **local**; however, we believe that many of those families would have purchased food and fuel in the Escambia County area in conjunction with and as a result of our two events.

We would like to see if the County has any available funds to assist us in this endeavor so that we can enhance the quality of our tournament and, in return, bring more economic growth to both the Gulf Coast Texans and Escambia County.

Thanks for your help and consideration!

Sincerely,



Mark A. Carr
President
Gulf Coast Texans
(850) 723-5191
<http://gulfcoasttexans.com>
president@gulfcoasttexans.com



Gulf Coast Texans



c/o Pensacola Futbol Club | 10360 Ashton Brosnaham Rd | Pensacola, FL 32534 | www.gulfcoasttexans.com

July 3, 2014

Steven Barry
District 5 Commissioner
Escambia County, Florida,

Mr. Barry,

I'm penning this letter to you in hopes you may know of additional funding sources within the County of which I am not aware with respect to one of the two annual tournaments we host: The Pensacola Classic. The Pensacola Classic is held during middle of February and has a significant economic impact in Escambia Country.

To support our claim that we bring significant economic impact to Escambia County, I asked our tournament director to put together some figures for your review. Here are the numbers (from both annual tournaments – Blue Angel and Pensacola Classic)

Total Teams:	209
Local Teams (within an hour of Pensacola):	123
Traveling Teams:	89

The total calculations below are based upon PSA's calculations for expenditures by athletes (\$75.00/day) and spectators (\$150.00/day).

The estimated number of players and spectators for **traveling** teams is as follows

Players:	1114
Spectators:	2036

Based on the distance from Pensacola, we assigned number of days (1 day for teams within 2.5 hours away and 2 days for teams more than 2.5 hours away). This resulted in the approximate number of days in the Escambia County area by type:

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We would like to see if the County has any available funds to assist us in this endeavor so that we can enhance the quality of our tournament and, in return, bring more economic growth to both the Gulf Coast Texans and Escambia County.

Thanks for your help and consideration!

Sincerely,



Mark A. Carr
President
Gulf Coast Texans
(850) 723-5191
<http://gulfcoasttexans.com>
president@gulfcoasttexans.com



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6657

County Administrator's Report 16. 3.

BCC Regular Meeting

Discussion

Meeting Date: 08/21/2014

Issue: Change Order #2 - Dewberry Consultants - \$300,000

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #2 to Dewberry Consultants for \$300,000 - Amy Lovoy, Director, Management & Budget Services Department Director

That the Board approve Change Order #2 to Purchase Order 141317, in the amount of \$300,000, bringing the job total to \$1,200,000 or .77% of the estimated identified damages to date.

BACKGROUND:

The role of the Dewberry Consultants is to assist the County in maximizing the amount of funds recovered from FEMA/State, NRCS and insurance companies. To date about \$157,000,000 in damages has been identified. The current project list is attached. The Dewberry consultants costs represents about .77% of these amounts.

BUDGETARY IMPACT:

Of the Dewberry costs incurred to date about 59% of their costs will be reimbursed by FEMA and the State of Florida. The remaining costs will be offset by the direct administrative costs compiled and included on each project worksheet. Direct administrative costs are the costs of staff time spent working on specific disaster related projects that are then compiled and tabulated on project worksheets.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Project Tracker

ESCAMBIA COUNTY, DR-4177-FL, PROJECT TRACKER

Department 033-99033-00	County #	PRP#	CAT	FACILITY NAME	# SITES	LOCATION	DAMAGE \$ EST	Damage Description
FACILITIES MANAGEMENT DEPT	FACILITIES MANAGEMENT DEPT							
FACILITIES MANAGEMENT DEPT	414F0155	ESEFM01	E	Jail Central Booking, Detention Bldg, & Contents		1200 W Leonard	\$ 81,000,000.00	Building damaged beyond repair
FACILITIES MANAGEMENT DEPT	414F0119	ESEFM02	E	Sheriff Special Investigation Bldg		1300 W Leonard	\$ 630,000.00	Building repair and mitigation; mitigation details to follow
FACILITIES MANAGEMENT DEPT	414F0102	ESEFM03	E	Old Sherriff's Maintenance Building		1350 W Leonard	\$ 185,229.89	Building repair and mitigation
FACILITIES MANAGEMENT DEPT	414F0080	ESEFM04	E	Juvenile Justice Bldg		1800 St Mary	\$ 1,075,000.00	Building repair and mitigation; mitigation details to follow
FACILITIES MANAGEMENT DEPT	414F0295	ESEFM05	E	Central Office Complex Bldg - Including Storage Shed, Generators, ISCO Auto Samplers		3363 W Park Pl	\$ 237,406.43	Building repair and mitigation; mitigation details to follow
FACILITIES MANAGEMENT DEPT	414F179A	ESEFM06	E	Clerks Archives Building		120 E Blount	\$ 755,152.78	Building repair and mitigation
FACILITIES MANAGEMENT DEPT	414F0071	ESEFM07	E	Extension Bldg		3740 Stefani Rd	\$ 235,823.51	Building repair and mitigation; mitigation details to follow
FACILITIES MANAGEMENT DEPT	414F0173	ESEFM08	E	Wind Mitigation Building		3740 Stefani Rd	\$ 232,324.30	Building repair and mitigation
FACILITIES MANAGEMENT DEPT	414F0130	ESEFM09	E	County Office Bldg		2251 N Palafox	\$ 660,000.00	Water remediation, generators & permanent repairs
FACILITIES MANAGEMENT DEPT	414F0146	ESEFM10	E	Max St Maint Bldg		2257 N Palafox	\$ 231,000.00	Water remediation & permanent repairs
FACILITIES MANAGEMENT DEPT	414F0165	ESEFM10	E	Max St Maintenance Bldg		2257 N Palafox	\$ 231,000.00	Water remediation & permanent repairs
FACILITIES MANAGEMENT DEPT	414F0164	ESEFM11	E	Area Transit - E-CAT		1515 W Fairfield Dr	\$ 760,000.00	Water remediation, pump tank & permanent repairs
FACILITIES MANAGEMENT DEPT	414F0131	ESEFM12	E	Health Dept Complex		1295 W Fairfield Dr	\$ 3,000,000.00	Cleanup and water remediation, boiler temp repair & permanent repairs
FACILITIES MANAGEMENT DEPT	414F312	ESBFM02	B	Brownsville CC		3200 Desoto St	\$ 20,000.00	Temp repairs for FEMA DRC - Issues due to lease
FACILITIES MANAGEMENT DEPT		ESBFM11	B	Overreaching Facilities		Multiple Locs	\$ 15,000.00	Restore operations after storm
FACILITIES MANAGEMENT DEPT	414F0272	ESEFM18	E	Sherriff's Maintenance Garage			\$ 7,000.00	Damage from explosion debris
FACILITIES MANAGEMENT DEPT		ESEFM19	E	Damaged County Vehicles	4	Multiple Locs	\$ 500,000.00	Replacement of county vehicles
FACILITIES MANAGEMENT DEPT	414F0155	ESEFM20	E	Central Chiller Plant	1		\$ 4,000,000.00	Water remediation & Permanent repairs
		ESEFM23	E	Main Jail Sally Port	1	1200 W Leonard	\$ 10,000.00	Water damage to motors
FACILITIES MANAGEMENT DEPT	414F0155	ESBFM13	B	Temporary Chillers at CBD	1		\$ 1,500,000.00	Emergency rental of chillers
O								
CORRECTIONS DEPT	CORRECTIONS DEPT							
CORRECTIONS DEPT		ESBCD03	B	Jail Central Booking & Detention		1200 W Leonard	\$ 5,000,000.00	Prisoner population transported & short-term temporary housing in other jails (8 mo)
CORRECTIONS DEPT		ESBCD04	B	Jail Central Booking & Detention		1200 W Leonard	\$ 25,000,000.00	Long-term Temporary housing
O								
O								
SOLID WASTE MANAGEMENT DEPT	SOLID WASTE MANAGEMENT DEPT							
SOLID WASTE MANAGEMENT DEPT		ESASW01	A	Debris Operations	1	13009 Beulah Rd	\$ 150,000.00	Curbside debris removal
SOLID WASTE MANAGEMENT DEPT		ESASW01	B	Temp Measures		13009 Beulah Rd		Temporary repairs to shore and raise outfall drainage dam
SOLID WASTE MANAGEMENT DEPT		ESGSW01	G	Perdido Landfill	1	13009 Beulah Rd	\$ 170,000.00	Road, stormwater and cap system repairs including: Site 1 - erosion damages at the borrow pit; Site 2 - Loss of a portion of the intermediate cap system ; Site 3 - Removal of accumulated soil and debris in several locations in the west drainage system; Site 4 - Main access haul road became impassible for waste disposal; Site 5 - Removal of accumulated soil and debris in the east drainage system; Site 6 - Excess volume of leachate collection that required treatment Site 7
SOLID WASTE MANAGEMENT DEPT		ESGSW05	G	Bridge Replacement at Beulah Landfill	1	13009 Beulah Rd	\$ 135,000.00	Severe structural damage to the entire bridge system which connects the south and north areas of the landfill
SOLID WASTE MANAGEMENT DEPT		ESGSW06	G	Beulah Landfill Cap Repair next to International Paper Co. Property			\$ 27,461.00	Substantial erosion and loss of slope stabilization at the borrow pit located in the north end of the facility
SOLID WASTE MANAGEMENT DEPT		ESBSW22	B	Temp Access Bridge-Way at Beulah			\$ 150,000.00	Temporary Access Bridge-Way to Beulah Landfill
SOLID WASTE MANAGEMENT DEPT		ESGSW02	G	Beulah Landfill	1	13009 Beulah Rd	\$ 245,000.00	Cap system, storm water drainage system, and access road located at the SE corner of the landfill
PUBLIC WORKS DEPT	PUBLIC WORKS DEPT							
PUBLIC WORKS DEPT	ENGFLOOD0414-28	ESCPW13	C	CHANTICLEER DR	3	multiple rd locs	\$ 170,000.00	During the incident period, the Gulf Beach Highway system became overburdened and excess flow entered the Chanticleer Drive System as designed. At Chanticleer Drive, stormwater breached the joints in the 24x36 ERCP due to excessive pressures inside the pipe. The escaping water loosened the soil surrounding the pipe. High velocity suction of a long duration drew soils into the pipe and created significant voids around the pipe. These voids caused the pavement directly above the pipe to fail/slump – most likely the result of vehicle traffic. The dimension of failure at the surface is approximately 24-feet by 8-feet (or 192 SF). South, and downstream, of Chanticleer Drive, overland stormwater severely eroded fill material adjacent to the 36” PVC discharge pipe. The area of erosion begins approximately 75-feet south of Chanticleer Drive and extends to the pipe’s outfall, a distance of approximately 140-feet.
PUBLIC WORKS DEPT		ESCPW52	C	Latent & Subsurface Roadway Flood Damage		multiple rd locs	\$ 298,000.00	road base, asphalt surface, shoulder, curb & drainage repair

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Department 033-99033-00	County #	PRP#	CAT	Facility Name	# Sites	Location	Damage \$ Est	Damage Description
PUBLIC WORKS DEPT	ENGFLOOD0414-09	ESCPW38	C	SEAGLades Sub./ Glades/ Balsa/ Nassau/ Bartram	8	multiple rd locs	\$ 1,118,896.00	Several roadways in the Seaglates North Subdivision, in Pensacola, FL were damaged as a result of the flooding, including Sandcliff Drive, Cacao Lane, Bartram Lane, Ferdinand Drive, Balsa Court, Nassau Street, Sea Oats Drive, Catskill Lane, and Glades Lane. The roadways in the Seaglates North Subdivision are comprised of asphalt over sand-clay base. Concrete curb-and-gutter systems along the roadways divert and drain stormwater to four (4) earthen stormwater ponds located at each corner of the subdivision. During the incident period, the roadways were inundated with standing water. The damaged facilities listed below were determined to be the direct result of this standing water. (1) Sandcliff Drive – pavement failure (e.g. severe cracks, exposed aggregate), (2) Cacao Lane – pavement failure, (3) Bartram Lane – pavement failure, (4) Ferdinand Drive – pavement failure, (5) Balsa Court – pavement failure, (6) Nassau Street – pavement failure, (7) Sea Oats Drive – pavement failure, (8) Catskill Lane – pavement failure, (9) Glades Lane – pavement failure, (10) A concrete drainage flume, that drains from Glades Lane to the southeast stormwater pond was undermined by floodwater and has failed. There is significant soil erosion around the flume encompassing.
PUBLIC WORKS DEPT	ENGFLOOD0414-08 ENGFLOOD0414-19	ESCPW28	C	LAKE CHARLENE Drive Area	3	multiple rd locs	\$ 794,508.00	During the incident period, the roadway was inundated with up to four feet of standing water as referenced by the high water mark on the residential buildings along the street. Flood conditions at this location lasted for approximately 24-48 hours. The Lake Charlene Drive pavement surface, subsurface, and curbing were damaged by the floodwater caused seepage and sub-base subsidence as determined by the Applicant’s engineering consultant. The damages consist of numerous broken, destroyed or washed out areas asphalt surface course, eroded or structurally compromised roadway base course, and broken concrete curbing along the damaged roadway area. These damages are the direct result of event floodwaters. The damaged areas include: (1) 865 LF of 25 foot wide of asphalt surface roadway, based and sub-base (2) 1304 LF of 6 inch wide concrete curbing
PUBLIC WORKS DEPT	ESC-Apr14-003 ENGFLOOD0414-71	ESDPW20	D	Cresent Lake Dam - NRCS	1	30.4625, - 87.2737	\$ 1,000,000.00	72 Ac. Lake embankment overtopped -An approximate 200' wide x 10' tall x 65' thick section of dam washed out at the overflow on the south end of the lake. This deposited thousands of yards of sediment and allow large debris items to be displaced into the outfall route and under a five lane FDOT roadway/box culvert. - \$1,000,000.00
PUBLIC WORKS DEPT	ENGFLOOD0414-01	ESCPW17	C	BLUE SPRINGS AREA	12	multiple rd locs	\$ 700,000.00	1) Area No. 1 complete washout of roadway pavement, soil, curbing, and stormdrain system. vehicle embedded in the displaced soil and debris. 2) Area No. 2 stormdrain pipes, inlets, roadway, and front yards destroyed. Impacted pavement and missing curb and gutter. 3) Area No. 3 erosion of the roadway pavement , earthwork fill, and impacts to the utilities. 4) Area No. 4 erosion around stormdrain inlet, pavement and yards. 5) Area No. 5 at the stormdrain outfall on the east shore of Crescent lake deposits of sediment from eroded Blue Springs Avenue.
PUBLIC WORKS DEPT		ESAPW03	A	Sediment Removal/ Cresent Lake	5	multiple locs	\$ 420,000.00	Crescent Lake accepts stormwater from the surrounding residential streets via a curb and gutter and inlet and pipe conveyance systems. The surrounding area is fully developed so stormwater outfalls to the lake at multiple locations. Five (5) areas of storm related sediment were identified by the County’s consultant, ATKINS. According to ATKINS storm related sediment deposits are characteristically different from historic lake bottom sediments . Damage descriptions, per Area of damage, follow the format of the attached field assessment report by ATKINS. Note: Areas E, F, G and X as described in the report are not applicable to this PW.
PUBLIC WORKS DEPT	ENGFLOOD0414-21	ESDPW09	D	SHADOW GROVE/ ELCINO/ KENWOOD	5	multiple pond locs	\$ 471,131.00	This project outlines damages to the Shadow Grove Stormwater Management System, to include dry ponds, berms, conveyance and discharge systems. Adjacent private property, including residential foundation and retaining walls, also incurred severe damage. The Shadow Grove stormwater management system consists of three (3) constructed dry ponds. The “Upper Pond” contains two (2) segments separated by a berm and discharge conveyance system. The “Middle Pond” is directly south of the Upper Pond. The ponds are separated by a berm and discharge conveyance system. The “Lower Pond” is located approximately 600 feet south of the Middle Pond, to the rear of residences at 409-421 Elcino Drive. Discharge from the Middle Pond is conveyed via pipe to the Lower Pond. The Lower Pond discharges to adjacent wetlands. During the incident period, the containment berm and discharge conveyance system between the two (2) segments of the Upper Pond and the same between the Upper and Middle Ponds were breached by stormwater and failed. The containment berms were fully eroded and no longer function. At the eastern edge of the Middle Pond, at the point where the Upper and Middle Ponds meet, a drainage/access easement between 5549 and 5553 Shadow Grove Drive washed out due to overland flow. The erosion undermined and damaged a chain link access gate and associated fencing. Access to the pond remains insecure. The Middle Pond was breached on the south end. Stormwater flowed overland between single
PUBLIC WORKS DEPT	ENGFLOOD0414-17	ESCPW30	C	MARCUS POINTE/ PINE HOLLOW/ HIGH POINTE/ CONSTANTINE	5	multiple rd locs	\$ 1,323,055.00	The roadway intersection of Constantine Drive and High Pointe Drive and a stormwater pond “B” located east of Constantine Drive and Pine Hollow Drive, both in the Marcus Pointe Phase 1 Subdivision in Pensacola, FL were damaged as a result of the flooding. During the incident period, the roadways were inundated with approximately 20 inches of standing water. Flood conditions in the subdivision lasted for approximately 24 hours. The damaged facilities listed below were determined to be the direct result of this standing water. (1) Constantine Drive – pavement failure (e.g. buckled pavement, road washout) (2) High Pointe Drive – pavement failure (e.g. buckled pavement, road washout) (3) The southern berm for stormwater pond “B” located east of Constantine Drive and Pine Hollow Drive was washed out by floodwaters. The earthen berm was damaged. An associated overflow structure consisting of a concrete weir and skimmer was also damaged. The associated soil erosion around the overflow structure encompassed the area.
PUBLIC WORKS DEPT	ENGFLOOD0414-01, 05, 07, 13, 17, 18, 20 & 36	ESBPW08	B	Temporary Road Repairs: Blue Springs, Calvin/Rhonda, Constantine, Ferlon, Galvin, Meadowbrook, N Loop & Water Oaks	8	multiple rd locs	\$ 455,149.00	8 County Roads were damaged. Damage included erosion, creation of large depression areas, loss of utilities, and displacement of storm drain inlets and pipes.
PUBLIC WORKS DEPT	ESC-Apr14-005 ENGFLOOD0414-13 ENGFLOOD0414-59	ESCPW14	C	Calvin/Ronda (Chemstrand/ Willowbrook - FHWA)	11	multiple rd locs	\$ 567,430.00	Rhonda Street - Both Travel lanes were eroded. In addition, a shallow stormwater inlet, concrete curb, east-west concrete ditch, and the northerly edge of the asphalt were also destroyed by the erosion. Calvin Street - The asphalt swale along the westerly travel lane was damaged. A section of the southbound travel lane was undermined and collapsed. Willowbrooke pond overtopped at principal spillway.
PUBLIC WORKS DEPT		ESDPW02	D	ASHFORD, TURNBERRY, COWLYN,	14	multiple rd locs	\$ 475,579.00	19 Sites within the same subdevelopment were damaged. The sites included detention ponds. Erosion to these ponds included sedimentation and debris acculation, along with erosion.

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Department 033-99033-00	County #	PRP#	CAT	FACILITY NAME	# SITES	LOCATION	DAMAGE \$ EST	Damage Description
PUBLIC WORKS DEPT	ENGFLOOD0414-18	ESCPW15	C	COPPER RIDGE, MAN-O-WAR, CITATION, GREEN HILLS	6	multiple rd locs	\$ 14,000.00	To restore Man-O-War Circle and Copper Ridge Drive to their pre-disaster condition, it was necessary to replace the damaged asphalt road, shoulder, curb, driveway and fence. The sub-grantee acquired the services of Heaton Brothers Construction Company, Inc. to make the necessary repairs.
PUBLIC WORKS DEPT	ENGFLOOD0414-23	ESAPW05	A	Jack's Branch Emergency Repair			\$ 14,000.00	Sedimentation and debris accumulation along Jack's Branch adjacent to County owned Road.
PUBLIC WORKS DEPT	ENGFLOOD0414-63	ESDPW04	D	BEULAH PONDS	34	multiple pond locs	\$ 206,317.00	Pond 9 - Areas of sediment build-up in the pond bottom: two areas measure 20'x20'x2' deep each and one area measures 10'x10'x1' deep. Minor erosion approximately 20'x20' on the southern berm. Debris build-up on the outfall structure grate. Pond 88 - Two areas of washout: along the west bank fence line approximately 4'x6'x1' deep and along the concrete drainage flume/outfall approximately 4'x6'x1' deep. Pond 181 - Approximately 700 LF of perimeter fence damaged. Sediment build-up in the pond. Pond 342 - Erosion issues (e.g. exposed clay) in two areas: 95 LF along the fence line and 17 feet along the pond slope, and 155 LF along the fence line and 17 feet along the pond slope. Damages appear to be pre-existing conditions and not a direct result of the storm. Pond 435 - Approximately 80 LF of perimeter fence damaged. Poind 452 - Pond washouts in two areas: 40'x13'x2.5' deep and 20'x15'x2' deep. Access ramp failure approximately 42'x 15' wide. Pond 464 - Pond washout along the concrete drainage flume, roadside inlet, and lift station. Washout was approximately 13 feet wide by 50 feet along the drainage flume and 3 feet deep. Approximately 110 LF of perimeter fence damaged. Pond 554 - Sediment/silt build-up near the intake structure/headwall. Pond 671 - Two berms washed out near where water enters the pond via a drainage ditch. Each damaged area measured approximately 12'x6'x2' deep. Two fence
PUBLIC WORKS DEPT	ENGFLOOD0414-66	ESDPW05	D	BROWNSVILLE PONDS - Temp Roads	11	multiple pond locs	\$ 81,000.00	Pond 76 - Erosion along west side of the pond, sediment build-up at the inlet structure. Pond 327 - Chain-link fence gate and 16 LF of chain-link fence damaged. Pond 328 - Chain-link fence gate and 72 LF of chain-link fence damaged. Trash and debris built-up in the pond. Pond 374 - A portion of the asphalt access road was eroded, approximately 40'x70'. Pond 433 - A half-circle shaped washout measuring approximately 28 feet wide and 6 feet deep occurred at the pond's southeast corner where water enters the pond via a concrete drainage flume. Approximately 32 LF of chain-link fence washed out where a wooden privacy fence adjoins the pond's chain link fence. Approximately two sections of 150 LF each of chain link fence washed out in the northern side of the pond. An area along the southern berm of the pond eroded, approximately 240'x25'. An area along the northeastern pond slope eroded, approximately 165'x25'. Northern pond slope eroded in several areas: - 50'x35'x2' deep, - 45'x25'x2' deep, - 22'x45'x5' deep, - 21'x45'x3' deep, - 20'x8'x3' deep. Pre-storm aerial photographs of the pond showed erosion issues along the northern berm; storm event might have exacerbated the problems. Pond 543 - Northwest corner of the pond eroded in two areas: approximately 63'x12' and 46'x'10', both 2' deep. Northern portion of the western pond berm eroded: 15'x8' section of exposed clay and 17'x25' eroded pit. Two areas along the western fence line eroded, both approximately 45'x50'. Sand build-up near this area. A portion of the access ramp was eroded in the southwest corner, approximately 110'x5'. Pond 677 - Washed-out area along fencing, approximately 352 LF. Washed-out area at the overflow structure, approximately 13'x3'x2' deep. Pond 678 - Sediment build-up around pond inlet. An area of erosion around overflow structure, approximately 10'x2'x2' deep. Approximately 300 LF of chain-link fence damaged. Approximately 100 LF of wooden privacy fence damaged. Pond 804 - Sediment build-up around pond inlet. Areas of erosion: along west side, approximately 10'x10'x3' deep; along east side, approximately 19'x3'. Pond 809 - Sediment build-up in the pond and inlet, approximately 60'x30'x2' deep (133 CY). Pond 814 - Areas of erosion: along west side, approximately 51'x15'; along pond inlet, approximately 24'x20'.
PUBLIC WORKS DEPT	ENGFLOOD0414-29	ESCPW09	C	Prieto / Redwood		multiple rd locs	\$ 175,000.00	The severe runoff caused damage to Prieto Drive, a 22LT widt two lane, in the area of Old Corry Ditch. Runoff overwhelmed the concrete gutters at the road's low point which created scour undermining the foundation of the flume and west curb inlet structure, and washed away 20 LF concrete curb. The east flume also had erosion. The flood waters eroded a hole 12 LT wide x 25 LF long X 7 LF deep / 27 = 78 CY. The washout damaged the two existing 50 LF X 60" CMPsS. The headwall was not damaged. Rip rap was washed away - 5 LF W x 5 LF H X 2 = 50 SF.
PUBLIC WORKS DEPT	ENGFLOOD0414-60	ESCPW40	C	WINTHROP EAST/ 3rd ST/ SUNSET/ DWIGHT AREAS - Temp Roads	8	multiple rd locs	\$ 22,279.00	Eight sites within the Winthrop East Subdevelopment. Sites include: erosion around headwalls, pavement washouts, holes in pavements.
PUBLIC WORKS DEPT	ENGFLOOD0414-30	ESCPW41	C	WINTHROP WEST AREA	3	multiple rd locs	\$ 380,000.00	Washout of road and right of way. Damage includes includes: undermining of road surface and side walk, undermining of headwall, displaced utilities and a damaged fence.
PUBLIC WORKS DEPT	ENGFLOOD0414-02 ENGFLOOD0414-39	ESCPW18	C	CRYSTAL CREEK SUBDIVISION Ponds 436 and 554	1	Sire Lane	\$ 66,400.00	Pond #2 was damaged in the storm. The pond's concrete overlow structure and berm collasped and washed out resulting in discharge of sediment and stormwater runoff into the wooded area north of the site. The area of sediment spans approximjately 120 feet in length and appears to extend 40 feet into the wooded area. The sediment depth ranges from 11 to 24 inches. Although the sediment entered the wooded area, he material deposit appears to have stopped before reaching the adjacent wetlands.
PUBLIC WORKS DEPT	ENGFLOOD0414-02	ESDPW23	D	Crystal Wells Outfall Pipe	1	Crystal Wells	\$ 7,000.00	Crystal Wells Pond #3 Outfall located on East Ensley Street, East of Fab Street Intersection, is a discharge structure with a chain link fence cover that has been covered with debris, a man
PUBLIC WORKS DEPT	ENGFLOOD0414-07	ESCPW22	C	GALVIN	2	multiple rd locs	\$ 120,000.00	Roadway Failure and washout. Utilities were disconnected. Land associated with 1561 Galvin Ave may be incorporated into a Mitigation Plan.
PUBLIC WORKS DEPT	ENGFLOOD0414-70	ESCPW68	C	Laramie Drive			\$ 75,000.00	A section of Laramie Drive in the Autumn Meadows Subdivision washed out during he April 29th storm. Pond #799 received heavy sedimentation from this washout. This is an RFF requesting funds of \$2,640.00 to Preble-Rish Inc. to provide Escambia County a damage assessment, review of original plans & calculations, a final report providing recommendations, a construction sketch, an opinon of probable cost using the pricing agreement, and construction phase services.
PUBLIC WORKS DEPT	ENGFLOOD0414-05	ESCPW31	C	MEADOWBROOK, BURNING TREE & SCENIC HILLS AREA	14	multiple rd locs	\$ 101,501.00	Hatch Mott MacDonald (HMM), at the request of Escambia County, performed a site inspection and assessment on May 3 of bridge #484090 (culvert) on Burning Tree Road at Scenic Hills Country Club. Erosion of embankment fill material at the southwest corner of the culvert was a result of the April 29 storm. Based upon that site inspection, it appears that water flowing northeast overtopped the bridge and formed a 8.00' long x 5.00' wide x 8.5' deep scour hole at the southwest corner of the culvert. The scour hole extended deeper in a small section near the center of the hole which was atypical for normal scour holes. The roadway was closed. The pavement and curb structure is undermined approximately 2.00' from the back of the curb toward the centerline of the roadway. The depth of the erosion is approximately 8.50 feet deep.

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Department 033-99033-00	County #	PRP#	CAT	Facility Name	# Sites	Location	Damage \$ Est	Damage Description
PUBLIC WORKS DEPT	ENGFLOOD0414-03	ESCPW32	C	NEWCASTLE SUB. & GREEN PIT POND	2	Bush Street	\$ 18,500.00	Area 1: At the damage location, Bush Street is an open section roadway measuring 24 feet wide to edge of pavement with a pavement design of 1.5 Inch Type SP 12.5 Asphalt with 6 inch GAB. At the location of roadway settlement, a 16 inch diameter corrugated plastic pipe measuring 32 feet long passes storm water under Bush Street was damaged. The pipe is less than 6 feet below the surface of the road. During the incident period, stormwater breached a pipe joint or joints due to excessive pressures. The escaping water loosened the soil surrounding the pipe. High velocity suction of a long duration drew soils into the pipe and created voids around the pipe. These voids caused the pavement directly above the pipe to fail/slump. The dimension of failure of roadway surface is approximately 24 feet long by 2 feet wide (48 SQ) by 1.5 inch deep. Area 2: At the rear of 8887 Abbingtong Drive, overland stormwater from an upstream overburdened stormwater system severely scoured a portion of a county drainage easement and caused damage to two private properties (e.g., residential foundation, sod, fencing and irrigation). The dimension of the scoured area is approximately 80-feet long, 20-feet wide and averages 3-feet deep (or 178 CY).
PUBLIC WORKS DEPT	ESC-Apr14-007 ENGFLOOD0414-62	ESDPW01	D	ADDISON DRIVE	1	9337 Scenic Hwy, 30.5173, -87.1762	\$ 91,868.00	A portion of Escambia County property experienced slope failure in the vicinity of the southwest property line of 9337 Scenic Highway. The failure caused vegetative and earthen debris to be deposited onto residential property at the base of the slide. A chain link fence was destroyed in the slide. In addition, trees remained on the edge of the bluff with exposed root systems and a threat to fall.
PUBLIC WORKS DEPT	ENGFLOOD0414-20	ESCPW21	C	FERLON AVENUE	4	multiple rd locs	\$ 250,345.00	The right of way eroded which caused significant failure to the road subgrade, base, and asphalt with considerable sediment being displaced. The curb and 24" diameter drainage system collapsed into (2) 6 - 10' deep x 60' long x 10' wide holes. In addition, washouts and undermining of the wooden retaining wall on the south side of the road were observed.
PUBLIC WORKS DEPT		ESDPW27	D	ENSLEY PONDS	4	Multiple Pond Locs	\$ 35,000.00	"Macky Bluffs: Pond ID 495 Located at 5032 Avocet Lane (30.524345, -87.184892), is a storm water management pond with major side slope issues; however aerial photos indicate that damages were present prior to the storm and that the declared event exacerbated the problem. Silverton Unit 3: Pond ID 600 Located adjacent to 7810 Heirloom Drive (30.504949, -87.237745), is a storm water management pond that suffered major erosion damages during the declared event "
PUBLIC WORKS DEPT		ESDPW22	D	Gonzalez Ponds	25	multiple pond locs	\$ 287,000.00	pond slope & fence repair
PUBLIC WORKS DEPT		ESDPW06	D	CANTONMENT & Molino PONDS	8	multiple pond locs	\$ 232,181.00	Pond #60, Surrey Drive, (30.533479, -87.319753): Stormwater flows which exceeded the capacity of the pond caused two significant areas of erosion. Pond #144, Forest Creek – Phase 3, (30.554809, -87.288478): Stormwater flows undermined a concrete pad around a control structure located on the east side between the two pond cells. Pond #446, Forest Creek – Phase 3, (30.555858, -87.290137): Stormwater flows undermined and damaged a 8-feet by 16-feet section of concrete spillway. The depth of undermining is 2.5-feet deep. Pond #91, Chavers Road/McKenzie Road intersection, (30.643789, -87.298727): Stormwater flows which exceeded the capacity of the pond caused significant erosion to the pond embankments, the pond bottom and a concrete pad/flume that connects the inflow pipe and the stormwater structure. Pond #446, Forest Creek – Phase 3, (30.555858, -87.290137): Stormwater flows undermined and damaged a 8-feet by 16-feet section of concrete spillway. The depth of undermining is 2.5-feet deep. Damage to the spillway has exposed electrical conduits. Pond #706, Windsong, (30.553321, -87.337976): Stormwater flows eroded three areas of pond side slopes (north = 10-feet by 50-feet, west = 10-feet by 50-feet, south = 10-feet by 70-feet) and deposited approximately 166 SY of sediment in the pond. Pond #752, Dunleith, (30.569512, -87.339674): Stormwater flows caused a washout of 20-feet long by 5-feet deep by 2-feet deep on the west side slope of the pond and deposited approximately 15 CY of sediment at the inflow pipe.
PUBLIC WORKS DEPT		ESDPW07	D	INNERARITY PONDS	18	multiple pond locs	\$ 56,000.00	"Pond #123, Crowne Point Estates, (30.401539, -87.383503): Stormwater flows within the pond caused erosion on the west and north side berms of the pond and washed out approximately 1 CY of fill material around the emergency spillway on the north side of the pond. Pond #124, Crowne Point Phase 1, (30.400946, -87.390104): Stormwater flows within the pond caused erosion on the south side of the pond and exposed an inflow pipe. Pond #125, Crown Pointe – Phase 3, (30.400475, -87.392803): Stormwater flows within the pond caused minor erosion on the south side of the pond. Pond #197, Little Creek, (30.398265, -87.385977): Stormwater flows within the pond caused minor surface erosion to the east and west side berms and around an adjacent pump station. Pond #199, Little Creek, (30.396513, -87.378886): Stormwater flows within the pond caused minor surface erosion to the north and west side berms (Pond #293, Tarklin Oaks Estates Phase 1, (30.340811, -87.407126): Stormwater flows within the pond caused minor surface erosion to the north side berm. Pond #295, Tarklin Oaks Estates Phase 2, (30.342520, -87.410363): Stormwater flows on the margins of the pond put pressure on a 180 LF section of 6-feet tall chain link and 6-feet tall non-alternating vertical wood privacy fence causing it to lean over. Pond #297, Tarklin Oaks Estates Phase 3, (30.342232, -87.407750): Stormwater flows within the pond caused surface erosion on the west side berm. Pond #298, Tarklin Ridge Estates, (30.345638, -87.400812): Damages described as a broken inflow concrete pad on the west side of the pond. Pond #351, Crown Pointe Estates, (30.401396, -87.387700): Stormwater flows within the pond undermined an emergency concrete spillway on the north side of the pond and a concrete manhole pad along Castle Point Way. Pond #484, Woodridge Manor Unit 1, (30.390982, -87.373218): Stormwater flows accumulated vegetative debris against chain link fencing on the NE and SE margins of the pond. Pond #536, Estates at Emerald Shores – 1st Addition, (30.337299, -87.363927): Stormwater flows within the pond exceeded the carrying capacity of the outfall/overflow structure at the NW corner of the pond. Pond #614, Vizcaya, (30.327824, -87.366338): Overland stormwater flows entering the pond washed out the north berm.
PUBLIC WORKS DEPT		ESDPW08	D	MYRTLE GROVE PONDS	1	multiple pond locs	\$ 107,852.00	"Pond 444 (30.421366", -87.287806") • An area measuring 110' by 25' along the east bank was eroded by floodwaters to include an area 20' by 25' and 2' deep of heavy erosion. The southwest corner has an eroded area 28' long by 8' wide and 2' deep Pond 527 (30.412968", -87.298502") • Embankment erosion damage was found around the entire pond embankment. Pond 532 (30.405096", -87.33348") • 50' of 6' high chain link fence on the northern and western perimeters was destroyed by floodwater borne debris. Pond 560 (30.38955 °, -87.282569") vegetative debris was deposited by floodwaters at the pond outfall structure "

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Department 033-99033-00	County #	PRP#	CAT	Facility Name	# Sites	Location	Damage \$ Est	Damage Description
PUBLIC WORKS DEPT		ESDPW11	D	Warrington Ponds	29	multiple pond locs	\$ 274,032.00	<ul style="list-style-type: none"> Two sections of embankment at the retention pond measuring 15' by 12' (180 SF) and 30' by 12' (360 SF) or 15 total CY of material, was eroded by floodwaters. is removed. Pond 438 (30.408348", -87.236891") <ul style="list-style-type: none"> An area measuring 32' long by 8' wide at the toe of the pond embankment slope was eroded by floodwaters. An area measuring 220' long by 20' wide on the northwestern slope of the pond embankment was eroded by floodwaters. Pond 560 (30.38955 ", -87.282569") <p>vegetative debris was deposited by floodwaters at the pond outfall structure</p> Pond 601 (30.392914", -87.309284") At the time of the site visit, County staff was onsite and repairs were already underway at this pond. Pond 602 (30.3469646", -87.351267") <ul style="list-style-type: none"> An estimated 10 CY of sedimentary debris was deposited by floodwaters at the pond embankment. 30' of 6' high chain link fence on the northern perimeter was destroyed by floodwater borne debris. An 11' long by 11' wide area of soil embankment was eroded on the northern edge of the pond. Pond 859 (30.398368", -87.269363") Pond 778 (30.397461", -87.276423") <ul style="list-style-type: none"> An estimated 40 cubic yards of sedimentary debris was deposited by floodwaters at the southwestern pond embankment and into the pond itself. 50' of 6' high chain link fence on the southern perimeter was destroyed by floodwater borne debris. 70' of 6' high chain link fence on the southwestern pond berm was destroyed by floodwater borne debris. 110' of 6' high chain link fence on the northeastern pond berm was destroyed by floodwaters. Along the southern spillway on the western edge, one (1) 6' high chain link pole was knocked down by floodwaters, destabilizing 20' of 6' high chain link fence. A section of embankment measuring 15' long by 10' wide by 3' deep was eroded and washed out on the pond's southern edge. A section of embankment measuring 40' long by 25' wide by 3' deep was eroded and washed out on the pond's southwestern berm. A section of embankment measuring 56' long by 34' wide by 6' deep was eroded and washed out completely in the pond's northeastern berm. Pond 802 (30.399333", -87.253571") <ul style="list-style-type: none"> An estimated 27 CY of silt debris was deposited at the pond's southeastern berm as a result of a washout of the berm measuring 10' long by 30' wide by 2' deep. Pond 831 (30.373715", -87.337081") <ul style="list-style-type: none"> A 25' long by 3' wide by 6" deep section of integral ground to a chain link fence was eroded and washed out by floodwater runoff on the eastern perimeter of the pond.
PUBLIC WORKS DEPT	ENGflood0414-56	ESCPW62	C	Stephani / Greenhills			\$ 800,000.00	Culvert corrugate metal pipe failure and failing substandard cement bag headwalls.
PUBLIC WORKS DEPT	ENGflood0414-31	ESCPW23	C	Grande Lagoon Culverts	3	multiple rd locs	\$ 75,000.00	<p>This project outlines damages within the Grande Lakes Subdivision at two locations. Area 1., located proximate to 5683 Grande Lagoon Drive, is a concrete spillway and roadway failure on the outfall/west side of the road. Erosion has exposed portions of 30" RCP and a 4-inch PVC watermain. Area 2., located proximate to 5449 Ponte Verde Drive, is an eroded roadway embankment on the outfall/east side of the road. Rainfall at this location lasted for approximately 30 hours. The damages described herein were determined to be the direct result of flooding caused by the declared event. Repairs to the damaged areas are the responsibility of Escambia County.</p> <p>Area 1.</p> <p>Grande Lagoon Drive is a typical residential roadway to the area, with 24-feet of pavement bounded by a concrete ribbon curb along the edge of pavement. The roadway is one of two means of ingress/egress to the Grande Lagoon Lakes Subdivision. The pavement design is 2-inches of asphalt and 6-inches of aggregate base. At the location of the damage, a lake control/outfall crosses the road, as does a 4-inch PVC water main in the westerly right-of-way off the edge of pavement. The outfall structure consists of a concrete weir box, one 30-inch RCP, associated headwalls and a 16-foot wide section of concrete roadway which acts as an emergency spillway. The spillway extends headwall to headwall, a distance of approximately 63 LF and is assumed to be 6-inches thick.</p> <p>During the incident period, the rate of flow through the Grande Lagoon lake system significantly exceeded the conveyance capacity of the control/outfall structure and the 30-inch RCP at Grande Lagoon Drive. Water staged on the upstream side of the crossing until it overtopped the roadway. The turbulence created by the water cascading over the downstream portion of the crossing created erosion on the west side of Grande Lagoon Drive. The erosion resulted in the partial collapse of the spillway and the southbound travel lane as well as exposure of a 4" PVC water main.</p>
PUBLIC WORKS DEPT	ENGflood0414-53	ESDPW26	D	Millview Estates			\$ 25,000.00	<p>This project outlines damages to two (2) sites in the Millview Estates residential subdivision. Site 1) is damage to the Bucksaw Road surface, subsurface and right of way at 719 Bucksaw Road. Damage at this location includes perimeter fencing at a ECUA sewer lift station and erosion on private property. Site 2) is damage to the spillway, side slopes and access easement to the stormwater management pond that serves the subdivision.</p> <p>Site 1)</p> <p>During the incident period, stormwater flows in Bucksaw Drive exceeded the carrying capacity of the stormwater conveyance system. Flows overtopped the curb at 719 Bucksaw Drive and the turbulence caused by the water flowing downslope into an adjacent natural drainageway caused extensive erosion to the roadway embankment and undermined the roll face curb and road subsurface. The curbing and pavement then failed and washed away. There was an area of right-of-way erosion. Approximately 30 LF of roll face curb and a section of asphalt approximately was destroyed. The curbing and roadway is undermined. The pavement design consists of asphalt and aggregate base over compacted fill.</p> <p>Note: The flows eroded an adjacent sewer lift station and destroyed perimeter fencing.</p> <p>Site 2)</p> <p>During the incident period, stormwater flows exceeded the carrying capacity of the Millview Estates stormwater management pond and the concrete spillway at the south end of the pond. The spillway was undermined. Additional damages include: a "250-feet" area of erosion to the western slope of the pond, an approximate 100-feet by 25-foot area of erosion to include a 3-feet by 3-feet by 2-feet deep sinkhole in the pond's gravel access road.</p>
PUBLIC WORKS DEPT	ESC-Apr14-008 ENGflood0414-55	ESCPW10	C	Smith Fish Camp Rd (West) Swamphouse Rd			\$ 83,440.00	Principal Spillway under road blew out due to event draining the pond and causing road side erosion - Partial NRCS Funding

ESCAMBIA COUNTY, DR-4177-FL, PROJECT TRACKER

Department 033-99033-00	County #	PRP#	CAT	FACILITY NAME	# SITES	LOCATION	DAMAGE \$ EST	Damage Description
PUBLIC WORKS DEPT	ENGFLOOD0414-48	ESCPW24	C	HILLVIEW DRIVE EAST	1	10090 Hillview Dr	\$ 46,925.00	Area 1- Hillview Drive is a typical roadway to the area, with 24 feet of pavement bounded by roll curb and grassed shoulders. The pavement design is 2 inches of asphalt and 6 inches of aggregate base. At the location of the damage, two 60-inch CMP's convey stream flow under Hillview Drive while curb inlets at the north and south side of the road accept surface stormwater. The north side inlet accepts side drainage on both its east and west side via 18-inch CMP's. The inlets outfall to the north side of the road via a 24-inch CMP. Private buried utilities (a 4-inch PVC sewer main and an apparent communications line) are also located to the north side of the roadway. During the incident period, the stream's rate of flow significantly exceeded the conveyance capacity of the 60-inch CMP's under Hillview Drive. Water staged on the upstream/south side of the crossing until it overtopped the roadway. The turbulence created by the water cascading over the downstream side of the roadway scoured the embankment on the north side of Hillview Drive. The scour eroded 3-4 feet under the westbound driving lane and associated curbing. The erosion extends from the edge of the adjacent sewer lift station on the west to approximately 30 feet east of the curb inlet. The erosion exposed the east wall of a sewer lift station, all sides of the curb inlet to include the foundation, approximately 25 feet of the 18-inch side drains, and removed all fill material over the 24-inch CMP outfall and the two 60-inch CMP's. The private utilities were also exposed. The dimensions of the failure are: Embankment Erosion to include scoured road bed, north side of roadway = 1,050 CY (as per Thompson report dated 6/1) Area 2- During the incident period, discharge from a stormwater management pond exceeded the conveyance capacity of the outfall weir structure. Flows to the side of the weir undermined bearing soils and the weir bottom crack across its entire width.
PUBLIC WORKS DEPT	ENGFLOOD0414-52	ESCPW27	C	KLONDIKE ROAD	3	multiple rd locs	\$ 73,686.00	asphalt road surface, shoulder & drainage repair
PUBLIC WORKS DEPT		ESCPW12	C	BRIDGEDALE ROAD	1	Eight Mile Ck Rd	\$ 65,000.00	Location: Culvert crossing located on Bridgedale road just N/O Massachusetts Ave. Damage: Damage was caused from the rise of headwater levels until overtopping the roadway causing erosion beginning with the shoulder within the R/W on the outlet side and extending easterly towards the CL of the roadway about 7' beyond the back edge of the west side curb. A rise in tailwater levels also contributed to significant erosion beyond the parameters of the culvert, and having an overall length of about 205'. This erosion also extended easterly towards the CL of the roadway about 7' beyond the back edge of the west side curb. Significant damage to the Outlet endwall should also be noted. Repairs: Panhandle Grading and Paving Inc. was contracted, and completed temporary repairs. Temp. repairs cost, excluding admin OH, totaled around \$40k Permanent Repairs Status: Permanent Repairs will enlist Engineering Services to supply signed and sealed plans for construction and included replacement of this culvert crossing to meet current county standards and specs (remove cmp piping and replace with properly sized rcp, replace endwalls, replacement of roadway temp repairs with repairs which meet criteria for that of a permanent type). Permanent Repairs Estimated Cost: A rough estimate for these repairs, excluding admin OH, is \$25k + or - \$10k. Permanent repairs current status: currently awaiting the receipt of proposal(s) in order to commence the engineering services.
PUBLIC WORKS DEPT	ENGFLOOD0414-61	ESCPW63	C	Tecumseh/ Clear Creek Farms			\$ 300,000.00	• Area one: Near 1213 Tecumseh Place. This area includes right of way storm piping and ditches leading to a 24 inch diameter outfall pipe that empties to Clear Creek adjacent wetlands. The roadside ditches and piping were overwhelmed during the storm, causing flooding of adjacent residences. • Area two: Near 1208 Tecumseh Trail. This residence is adjacent to a large corrugated metal box culvert crossing. Clear Creek crosses Tecumseh Trail through the box culvert. The Culvert itself seems to have weathered the storm well the 4 adjacent approaching right of ways experienced washing and failure. In addition the driveway at 1208 Tecumseh Trail has been washed out beneath the concrete and will be part of the assessment and solution. • Area three: Near 1257 Tecumseh Court and 1233 Tecumseh Place. The road right of way across from of 1257 Tecumseh Court experience considerable washing and erosion from the storm. The pipe leading from the wash area appears to be clogged. The pipe carries runoff from Tecumseh beside 1233 Tecumseh Place and into the Tecumseh Place right of into area one.
PUBLIC WORKS DEPT	ENGFLOOD0414-33	ESDPW03	D	BELLVIEW PONDS	9	multiple pond locs	\$ 195,000.00	"Pond slope and inlet repair 1) Yawl Circle ID 81: 30.495627, -87.280667 2) Blossom Trail ID 98: 30.483883, -87.270351 3) Ln ID 101: 30.492922, -87.281041 4) Pointe Commerce Park ID 209: 30.477405, -87.267632 5) Marcus Pointe Subdivision ID 212: 30.471596, -87.273686 6) Pointe Subdivision ID 213: 30.470706, -87.276553 7) Ridge ID 249: 30.480167, -87.28680 8) Randall Oaks Phases 1 & 2 ID 400: 30.48192 9) Rolling Hills@ Bedgood Ln ID 417: 30.486846, -87.274311 10) Amelia Place ID 611: 30.465011, -87.301396 11) Pointe Commerce Park ID 756: 30.476760, -87.269215"
PUBLIC WORKS DEPT		ESDPW30	D	Fallen Tree Dr		2902 Fallen Tree Dr	\$ 65,000.00	Repair of 30 LF x 30 LF x 15LF sinkhole that formed in county drainage easement as a result of the event.
PUBLIC WORKS DEPT	ENGFLOOD0414-65	ESDPW29	D	Idlewood Dr Sediment Control			\$ 305,000.00	Repair R/R Grade and Sediment Removal

ESCAMBIA COUNTY, DR-4177-FL, PROJECT TRACKER

Department 033-99033-00	County #	PRP#	CAT	FACILITY NAME	# SITES	LOCATION	DAMAGE \$ EST	Damage Description
PUBLIC WORKS DEPT	ENGFLOOD0414-76	ESCPW53	C	Massachusetts/Kelly			\$ 125,000.00	Groundwater Lift - No PDA
PUBLIC WORKS DEPT	ENGFLOOD0414-35	ESCPW54	C	Wilde Lake Blvd			\$ 150,000.00	A quadruple box culvert which serves as a cross drain, the south side of the roadway and downstream side of the cross drain, two separate severely eroded areas on either side of the box culvert, the areas include the grassed right-of-way, undermined a portion of the southern road surface, undermined the guard rail, roadway, and curbing. Additionally, some significant washouts and undermining occurred on the upstream side of the road where the paved ditch undermined and floated downstream. The affected area is about 300 feet long, the worst washouts are approximatley 8 to 10 feet deep. The location of the failure is the west end of the road west of Heather Lake Estates near the cul-de-sac
PUBLIC WORKS DEPT	ENGFLOOD0414-72	ESCPW29	C	WOODBIDGE MANOR, LITTLE CREEK LN, OAK VALLEY DR, PINE HILL DR, BRIDGE CREEK DR, SILVER CREEK DR	12	multiple rd locs	\$ 141,820.00	asphalt road surface, driveway, fence, drainage repair; incidental sediment
PUBLIC WORKS DEPT	ENGFLOOD0414-73	ESCPW37	C	N CROW ROAD & LI FAIR DITCH	3	multiple rd locs	\$ 167,800.00	The saturation of the ground soils by the water associated with the flooding caused a collapse in the sewer drain junction at North Crow Road within the easement. The sewer junction was housed in a concrete collar with a manhole access at the site of the junction. The sewer pipes collapsed. The severe runoff and the collapse of the RCPs undermined the two lane asphalt roadway. The guardrail on the side of the road was removed
PUBLIC WORKS DEPT	ENGFLOOD0414-64	ESCPW55	C	Belle Meadows Subd			\$ 11,000.00	Two areas of road damaged, Area 1 - 80 LF x 24 LF x 3 IN thick, and Area 2 - 8LF x 24 LF x 3 IN failed when sub-base was overwhelmed by saturation from the event. Sub-base fill lost both sites at approximately 200CY.
PUBLIC WORKS DEPT	ENGFLOOD0414-33	ESCPW42	C	BELLVIEW ZONE	5	multiple rd locs	\$ 220,404.70	Possible Pipe Damage at Cavalla Loop, Rolling Hills Road Road Repairs, Rolling Hills Road and Mirs Lane Drainage Repair
PUBLIC WORKS DEPT		ESCPW43	C	BEULAH ZONE	19	multiple rd locs	\$ 173,791.88	Beulah Rd - Ditch washed out, Eight Mile Creek Rd - Flood damage due to pond breech near 8 Mile Creek Rd crossover pipes, Elcino Cir - Road & cul-de-sac damaged, Helms Rd - Road Buckled, Helms Rd - Driveway erosion, Jamesville Ln - 300' Major erosion, Mint Julep Trl. - Pond 686 Erosion around overflow structure, Pawnee Dr - Roadway washout, Windy Hill Rd - Asphalt Failure at the interseciont of Frank Reeder and Windy Hill.
PUBLIC WORKS DEPT		ESCPW44	C	BRENT ZONE	2	multiple rd locs	\$ 50,000.00	Fairchild St - Water Overflow from pond / Approx. 250' from southwest corner of pond, Lanier Dr - Pond not draining after 7 days, still full, Lanier Dr - Standing Water / Overflow from pond, 150; from northwest fence corner along Lanier.
PUBLIC WORKS DEPT		ESCPW45	C	BROWNSVILLE ZONE	8	multiple rd locs	\$ 274,656.55	Apache Trl. - Ashphalt Swell Wash out approx 5' X 120', Genevive Ct. - Flooded road, inlet blockage, road is intact but not draining and flooded., Marlane Dr @ Turners Creek - Shoulder erosion on west side at both ends of bridge, Talladega Trl - Damage to 42" RCP and MES at outfall of pond along the fairway of Osceola golf course, Talladega Trl, Re-assessed pond #814 slope repair around structures and rip rap, also driveway repair. Talladega Trl. Sodded Swail shoulder eroded, Tonawanda Dr - Asphalt Swell Needs repaired.
PUBLIC WORKS DEPT		ESCPW46	C	CANTONMENT ZONE	14	multiple rd locs	\$ 626,535.45	ALYSHEBA CIR - EROSION BEHIND POND # 253 NEEDS BACKFIL ALONG WITH CLEARING AND GRUBBING; ALYSHEBA CIR - FLOOD DAMAGE NEED FURTHER ASSESSMENT; AMANDA LN - FLOOD DAMAGE NEEDS FURTHER ASSESSMENT; BOLD RULER DR - CURB INLET NEED TO BE REPAIRED AT THE END OF BOLD RULER CUL-DE-SAC; BOLD RULER DR - FENCE REPAIR NEXT TO POND #252; BOLD RULER DR - FLOOD DAMAGE TO INLET STRUCTURE; BUSH ST - ROADWAY DAMAGE SINK HOLE; CHAPPIE PL - POTHOLE ON IN FRONT 1608 CHAPPIE PL; CHAPPIE PL - 18" SINKHOLE IN ROADWAY IS GETTING LARGER (7/14/14) AND STANDING WATER IN STREET CONTINUES; DEVINE FARM RD @ BRANCH - (484067) - THERE IS A WASHOUT ON THE SOUTHWEST AND SOUTHEAST APPROACH. COULD BE FURTHER DAMAGE AT APPROACH SLABS. NEEDS FURTHER INVESTIGATION; GREEN HILLS RD - ROAD WASHED OUT DUE TO THE DUAL 48" ARCHED CMP PIPE CULVERTS SUCKING SEDIMENT AT THE HEADWALLS AND IN THE PIPE. HEADWALL ON THE NORTH SIDE NEEDS TO BE REPLACED AS WELL AS THE EXISTING CMP PIPE; GREEN HILLS RD - ROAD WASHOUT 10' X 20' ON THE NORTH SIDE OF ROAD; PERTH AVE - SINK HOLE; PINE FOREST DR - STREAM RESTORATION NEEDS FURTHER ASSESSMENT; PINE FOREST RD - FLOOD DAMAGE TO EASEMENT; PINE FOREST RD @ ELEVEN MILE CREEK BRANCH - (484219) - TREESILT DEBRIS; RED BULL TRL - EROSION OF FILL MATERIAL AT THE SE BIDGE WING WALL, WING WALLS MISALIGNED *REFERENCE ADJACENT ROAD DAMAGE ASSESMENT POINT; RED BULL TRL - RR COSSTIE WING WALL FILL EROSION - WING WALL
PUBLIC WORKS DEPT	ENGFLOOD0414-10	ESCPW56	C	Crowne Pointe Rd			\$ 350,000.00	Asphalt Surface and Shoulder Damage - Road Base - PDA
PUBLIC WORKS DEPT		ESCPW47	C	ENSLEY ZONE	13	multiple rd locs	\$ 103,099.87	CAROLINA DR - SINK HOLES (3) AT INTERSECTION OF CAROLINA AND PITTMAN. SINK HOLES ARE ALL IN SAME AREA IN BETWEEN MANHOLES; HIGHWAY 168 @ BRANCH - (480025) - ERROSION OF FILL @ NE AND NW WINGWALLS AND ADJ. TO DITCH AND FOOTING TON SW SIDE; LYRIC LN - PRIVATE BRIDGE - IMMEDIATE REPAIRS: NE, NW & SW WINGWALLS. LONG TERM REPAIRS: NE, NW & SW WINGWALLS; NORTHPOINTE BLVD - WINGWALL PUSHED FORWARD FROM RAIN EVENT. SINKHOLE ON SHOULDER, POSSIBLE PVMT DAMAGE; NORTHPOINTE BLVD - EROSION FROM OVERTOPPING RUNOFF. WINGWALL ALSO PUSHED FORWARD AND SEPARATED FROM ENDWALL; SINGLE TRCE - SINK HOLE AT INTERSECTION OF PITTMAN AND JONES.
PUBLIC WORKS DEPT		ESCPW48	C	GONZALEZ ZONE	25	multiple rd locs	\$ 278,533.86	CHEMSTRAND RD - EROSION AT HEADWALL ON EAST SIDE OF ROAD, AND PIPE SUCKING SAND AND MINOR CONCRETE DITCH REPAIR; E ROBERTS RD - SPRING FED DAMAGE CAUSING ROAD WASHOUT AND DOWNSTREAM DAMAGE; GREENBRIER BLVD - POTHOLE IN PAVEMENT NEXT TO GUARDRAIL; GREENBRIER BLVD - SHOULDER DITCH EROSION AT BRIDGE 484210; GUIDY LN - ROADWAY NEXT TO THE BRIDGE ADBUTEMENT ON GUIDY LANE, BRIDGE HAS STARTED TO SETTLE ON THE EAST BOUND LANE AT BOTH SIDES OF THE ADBUTEMENT; GUIDY LN - SEDIMET FROM ROADWAY CONSTRUCTION WASHED FROM SHOUDER THROUGH YARD AT 9440 GUIDY LANE AND SHOULDER OF GUIDY POSSIBLE WATER IN HOUSE; GUIDY LN - GUIDY LANE NORTH OF 9MILE ROAD IS UNDER CONSTRUCTION WITH A SEDIMENT AND SHOULDER EROSION; N DAVIS HWY - DRIVEWAY ENTRANCE TO SMITH'S FISH CAMP. ROADWAY WASHOUT; N DAVIS HWY - FLOOD DAMAGE ROADWAY 30'X50'; OLD CHEMSTRAND RD - STORM DAMAGE FROM CROSSOVER PIPE AT HEADWALL WAS TO MUCH FOR FRONT YARD TO HANDLE THE VOLUME OF WATER GOING THRU THE PIPE SYSTEM; ROBERT RD - DOUBLE INLET HAS WASHOUT BESIDE INLETS AND 2 FOOT OF ROAD UNDERCUT; SUGAR CREEK DR - EROSION DAMAGE FROM CREEK UPLAND SOUTH OF HOME/NEIGHBORHOOD; THUNDERBIRD DR - DAM BROKE & EMBANKMENT BREACHED AT THOMPSON'S BAYOU (NEAR FAIRWAY 17 @ SCENIC HILLS) SEDIMENT HAS SHALLOWED CREEKBED & TREES HAVE FALLEN & SHIFTED SEDIMENT & DEBRIS (CONCRETE FROM DAM) MAY REDIRECT STORMWATER AT

ESCAMBIA COUNTY, DR-4177-FL, PROJECT TRACKER

Department 033-99033-00	County #	PRP#	CAT	FACILITY NAME	# SITES	LOCATION	DAMAGE \$ EST	Damage Description
PUBLIC WORKS DEPT		ESCPW49	C	INNERARITY ZONE	14	multiple rd locs	\$ 55,918.10	AVON RD - AVON ROAD AND ADJACENT PROPERTIES STILL FLOODED FOR 200 FT - DAMAGE UNDETERMINED; CAMBRIA DR - STANDING WATER SOUTHSIDE OF COUNTY PARK IN UNIMPROVED COUNTY R/W; CAMBRIA DR - ROAD AND ADJACENT PROPERTIES STILL FLOODED; CHALLENGER WAY - POTHOLE NEXT TO SANITARY SEWER MANHOLE; GULF BEACH HWY - FLOOD DAMAGE TO INLET; GULF BEACH HWY - SIDE DAMAGE DUE TO RAIN EVENT; GULF BEACH HWY - SIDEWALK DAMAGE DUE TO EDROSION AROUND INLET; GULF BEACH HWY - APPEARS SUCKING SAND IN PIPE; GULF BEACH HWY - ROAD WASHOUT DUE TO INLET FLOODING; PONTE VERDE DR - REMOVE TREE (12">) ON WEST END OF HEADWALL, REMOVE DEBRIS FROM PIPE AND SURROUNDING AREA. BACKFILL 30' X 40' AREA AROUND THE NORTHEAST CONER OF ENDWALL.
PUBLIC WORKS DEPT	ENGFLOOD0414-04	ESDPW28	D	Airway Drive Pond at John R Jones Balfield Park			\$ 45,000.00	Earthen berm section roughly 150 feet north of the weir structure and 70 LF of eight (8) feet high chain link fencing with barbed wire.
PUBLIC WORKS DEPT		ESCPW50	C	MYRTLE GROVE ZONE	40	multiple rd locs	\$ 120,794.92	ALMAX CT – POTHOLE; BAY PINE VILLA DR - FENCE PUSHED OVER FROM WATER AND DEBRIS ON WEST END OF POND 532; BERTRAM ST - SHOULDER WASH; CAMELFORD DR - CONCRETE STORM DRAIN INLET OPEN/BROKEN; DELAWARE ST - DEBRIS IN ROAD; DEMETER PL - INLET CLOGGED; EL MATADOR PL - POTHOLE IN ROAD; FLAXMAN ST - MULTIPLE POT HOLES IN ROAD; GOLDSBY AVE - SHOULDER WASHED; LILLIAN HWY - SHOLDER WASHOUT; LINDSKOG ST - DITCH WASHING; N 48TH AVE - WASHOUT ALONG THE EDGE OF THE ROAD; N 50TH AVE - DEBRIS IN ROAD; N 50TH AVE - DITCH WASHED OUT; N 50TH AVE - WASHING AROUND RADIUS; N 52ND AVE - WASHOUT AROUND HEADWALL WITH CONC. DISPLACEMENT; N 52ND AVE - ASPHALT SHOULDER WASHED; N 61ST AVE - MAJOR EROSION ON ALL PONDS, ALL PONDS NEED DE-SILTING; N 61ST AVE - SHOULDER WASHOUT; N 61ST AVE - SHOLDER WASHOUT; N 61ST AVE - SEDIMENT IN THE ROAD; N 69TH AVE - SEDIMENT IN ROAD AND DITCHES; N 69TH AVE - ASPHALT DITCH WASHED OUT; N 69TH AVE - WASH AROUND INLET BETWEEN 650 AND 614 ON EAST SIDE OF 69TH; N 77TH AVE - SEDIMENT REMOVAL IN DITCH; N 77TH AVE - POTHOLE IN ROAD; N 78TH AVE - SHOULDER WASHOUT; QUIGLEY RD - CONC SWELL RUNS EAST TO POND THE CONC SHOULDER NEEDS REMOVED AND REPLACED 120LF NORTH SIDE; REDWOOD CIR - TREES HAVE FALLEN INTO THE DRAINAGE DITCH CAUSING MAJOR EROSION; STONEHENGE CIR - WASHOUT AT INTERSECTION; TULIP DR - GRAVEL DRIVEWAY WASHOUT AT END OF THE ROAD; VANDERBILT RD - SEDIMENT ALONG THE ROADS; W
PUBLIC WORKS DEPT	ENGFLOOD0414-22	ESCPW67	C	Saufley Pines Road			\$ 80,000.00	Damages are to an 18 inch drainage culvert located on Saufley Pines Road. The pipe begins at a vertical headwall on the Saufley Field Navy Base (Base) approximately 32 feet west of the Base perimeter fence and extends across Saufley Pines Road to a vertical headwall/outfall located approximately eight feet from the west edge of pavement. The total pipe length of the main pipe run is approximately 110 foot long. a portion of the culvert pipe is on Base property, while the remaining is located on County property. The concrete pipe crossing perpendicular and under Saufley Pines Road failed causing sink holes to form in several places along the length of the culvert, both on the Base and County property. The loss of structural integrity of the facility caused a serious threat to motorists for the portion of the culvert under the roadway. Upon further inspection it was determined that the culvert's structural integrity had field. Emergency access restored to residents. Temp repairs included saw cutting of roadway pavement, excavating to the depth of the collapsed 18 inch culvert, backfilling the cavity with fill material, and re-paving the saw-cut section of the roadway; eliminating the culvert’s function.
PUBLIC WORKS DEPT	ENGFLOOD0414-57	ESDPW10	D	Treasure Hill Park Storm Drain			\$ 100,000.00	Asphalt Surface and Shoulder Damage - Liz will update
PUBLIC WORKS DEPT		ESCPW51	C	WARRINGTON ZONE	15	multiple rd locs	\$ 203,836.27	ATLANTA AVE @ BRANCH - (948010) - WINWALLS FAILED, APPROACH WASHED OUT, PILES LEANING; AUGUSTA AVE @ BRANCH - (948011) - WINGWALL FAILED, APPROACH FAILED; LABREE RD - SINK HOLE APPEARED 5/21/14 ONLY 24" FROM PAVEMENT EDGE. ESTIMATED AT 2' WIDE X 3' LONG X 4' DEEP; N NAVY BLVD - FLOOD DAMAGE TO MES; N NAVY BLVD - REPAIR BRIDGE ABUTEMENT; N NAVY BLVD - SIDEWALK DAMAGE; N NAVY BLVD - JONES CREEK SLOPE REPAIR; NORTH LOOP RD - FILL NEEDED FOR WASHOUT; NORTH LOOP RD - SHOULDER WASHOUT AT GRAVEL DRIVEWAY; NORTH LOOP RD - SHOULDER WASHOUT AT GRAVEL DRIVEWAY; NORTH LOOP RD - ROAD WASHED OUT FROM OVERTOPPING; PATTON DR - REPAIR SPLIT RAIL FENCE NORTH OF PATTON AT ENTRANCE TO PSC.
PUBLIC WORKS DEPT	ENGFLOOD0414-58	ESCPW58	C	Water Oaks Trail			\$ 15,000.00	Flood water rose until overtopping the road surface at the Wateroaks Tr. culvert crossing. The ROW and road surface was undermined resulting in errosion beginning at the outlet endwall of the culvert crossing and extending towards the center line of the road but only erroded a partial width of the the roadway equivalent to about 1/3 the width of the road. Roads Inc. was contracted and completed temporary repairs in order to safegaurd the crossing for residents living north of the culvert as this culvert is a critical point concerning access and egress. Temp. repair cost, excluding OH are around \$10k and perm. repair cost, excluding OH, will be about \$10k-\$15k. Permanent repairs will fulfill the engineered design of the culvert by utilizing the plans, specific to this location, from county project# ENG 1845. Mitigation beyond these plans include misc. concret which will be used to construct an apron type overflow spillway from the outlet endwall to the edge of the pavement. (This will act solely as a preventative measure for potential storms conditions associated with percipitation of which is conidered above and beyond the designed 25 year storm)
PUBLIC WORKS DEPT	ENGFLOOD0414-77	ESCPW69	C	North Loop Road	1	9400 Norht Loop Road	\$ 30,000.00	A subbasin of the Bayou Grande Basin has origins located to the south of South Loop road, flowing northerly and intersecting South Loop road, Burns road, and North Loop road before flowing into Bayou Grande. Prior to reaching North Loop Road, this subbasin travels approximately 600m. Immediately south of the North Loop culvert crossing, the water flowing within this subbasin is associated with an influx of a respectfully greater volume stemming from an approximately 900m drainage system of the Naval Air Station (NAS) which borders approximately 20m to the south of the culvert inlet at North Loop, and is associated with an estimated 140 acres of land. During the flooding natural disaster of April 29th and 30th, 2014 headwater levels to rise until overtopping the North Loop culvert road crossing. This overtopping of water flow continued for many hours, resulting in erosion beginning at the north side of the crossing and extending to the CL of the roadway. As this culvert is a critical point within access and egress, Roads Inc. was contracted to safeguard the North Loop culvert crossing by means of temporary repairs. Temp repair cost, excluding OH, are about \$14.5K. Permanent Repairs will enlist Engineering Services to supply signed and sealed plans for conctruction and included replacement of this culvert crossing to meet current county standards and specs. A rough estimate for these repairs, excluding admin OH, is \$45k + or - \$10k. Permanent repairs current status: currently awaiting the reciept of proposal(s) in order to comence the engineering services.
PUBLIC WORKS DEPT		ESBPW21	B	Bridge Safety Inspections		multiple rd locs	\$ 25,000.00	Inspections of bridges, temp reparis by roads
PUBLIC WORKS DEPT	ENGFLOOD0414-83	ESCPW70	C	South Bay Subdivision			\$ 50,000.00	Road and Culvert Damage

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Department 033-99033-00	County #	PRP#	CAT	FACILITY NAME	# SITES	LOCATION	DAMAGE \$ EST	Damage Description
PUBLIC WORKS DEPT		ESBPW23	B	Old Corry Road Pedestrian Walkway - Temporary	1		\$ 18,000.00	Temporary pedestrian walkway being developed in a separate locaiton while permanent is completed on the original structure
PUBLIC WORKS DEPT		ESGPW07	G	Old Corry Road Pedestrian Walkway Permanent Project	1		\$ 15,000.00	Estimated Damages of \$15,000.00
PUBLIC WORKS DEPT		ESCPW71	C	NEWCASTLE SUB. Area 2		Abbington	\$ 35,000.00	<p>At the rear of 8887 Abbington Drive, overland stormwater from an upstream overburdened stormwater system severely scoured a portion of a county drainage easement and caused damage to two private properties (e.g., residential foundation, sod, fencing, and irrigation). The dimension of the scoured area is approximately 80 feet long by 20 feet wide and averages 3 feet deep (178 CY). The scour occurred just downstream of the confluence of two storm drain systems located within the abandoned Stefani Road right-of-way. The confluence of the two storm drain systems is at the junction of a 60 inch storm drain pipe and a drainage ditch that run perpendicular to one another. From this confluence point, storm water runoff is conveyed southward through a separate storm drain pipe located within a County drainage easement. The County easement runs through the back yards of two private residences and ultimately discharges into the County owned and operated Green Pit Regional Storm Water Pond. The scour area encompasses the majority of the two backyards of said private residences. We need to document drainage easements, etc. since this work appears to be on private property.</p> <p>One 60 inch pipe has possible damage/or blockage over the entire length and needs to be inspected.</p>
PUBLIC WORKS DEPT	ENGFLOOD0414-85	ESCPW72	C	Beulah Helms Intersection			\$ 4,900.00	<p>Location: Intersection of Helms Road and Beulah Road:</p> <p>Damage:</p> <p>Erosion at culvert outlets and inlets, and along should of roadway. Engineer to provide PEA and Design services at a cost of around \$4.9K</p> <p>Repairs:</p> <p>Permanent Repairs potentially include:</p> <p>Repairs/construction of stabilization and erosion control components i.e. rip-rap, flume, sod and etcetera; Single upsizing of culvert piping for both the Helms and Beulah road culvert crossings located at the point of the road intersection</p> <p>Project Status:</p> <p>Permanent repairs current status: currently awaiting the receipt of Purchase Order in order to commence the engineering services.</p> <p>Estimated cost:</p> <p>A rough estimate of Permanent repair cost (assuming a wide margin of error) is around \$35k</p>
PUBLIC WORKS DEPT		ESCPW73	C	Stillbrook, Creek Bridge	2	Sillbrook and Creek Bridge Roads	\$ 30,000.00	Damage occurred to infrastructure on Stillbrook Road between Hollowbrook and Pickwood Drives and Creekbridge Road. A scour sinkhole measuring approximately 2.5 FT x 2.5 FT was identified immediately after floodwaters receded. The sinkhole is directly above three (3) – 72” CMP’s with concrete headwalls. The three parallel pipes are classified as a bridge and identified as BIN484086. Damages are likely the result of minor structural deterioration of the culvert caused by storm water flows that exceeded the flow capacity of the culvert. This type of roadway deterioration is commonly caused by differential settlement of the culvert or a bad joint near the top of the culvert. This will often result in scour, causing soil above the culvert to erode in an upward direction until the hole has been completely exposed through the roadway base material. In addition, mixed debris has accumulated downstream of the culvert, while silt debris is forming a dam at the inlet that has increased the tailwater for the culvert which has resulted in deminished flow capacity. For reference, the drainage system associated with this area is part of the Thompson Bayou watershed and ultimately drains to Escambia Bay.
PUBLIC WORKS DEPT		ESDPW32		Miers Lane Culvert	1			
PUBLIC WORKS DEPT	ENGFLOOD0414-85	ESCPW76	C	Pavement Rehabilitation - LOBLOLly LN, PINEFOREST RD., BRIDGEWOOD LANE IN WOODBRIDGE SUBDIVISION, & BEULAH SCHOOL RD	6	multiple locs	\$ 130,000.00	LOBLOLly LN - BASE FAILURE AT THE CUL-DE-SAC OF LOBLOLly LN ; LOBLOLly LN - FLOOD DAMAGE TO THE CURB AND DRIVEWAY ENTRANCE INTO WAYNE'S DINNER.; LOBLOLly LN - FLOOD DAMAGE TO THE CONCRETE DRIVEWAY ENTRANCE INTO RUBY TUESDAY'S RESTRAUNT.; PINE FOREST RD - ROAD WASHOUT AT THE INTERSECTION OF PINE FOREST AND LOBLOLly; BEULAH SCHOOL RD - ROAD FAILURE. BASE BLEEDING; BRIDGEWOOD LANE IN WOODBRIDGE SUBDIVISION - ASHPHOAL SURFACE AND SHOULDER DAMAGE.
PUBLIC WORKS DEPT	ENGFLOOD0414-37	ESCPW76	C	Bridgewood Lane in Woodbridge Subdivision				Asphalt Surface and Shoulder Damage—Under Contract—\$2,000.00
PUBLIC WORKS DEPT		ESCPW77	C	Pavement Rehabilitation - Aaron Dr, Basin St, Bolivia St, Creekside Ct, Kramer St, Leepley Rd, W Hope Dr.	9	multiple locs	\$ 631,845.00	AARON DR -ROAD/BASE DAMAGE. CUL-DE-SAC FLOODED. DITCH DAMAGE; AARON DR - CURB DAMAGE; BASIN ST - ROAD/CUL-DE-SAC BASE DAMAGE; BOLIVIA ST - ROAD/BASE DAMAGE; CREEKSIDE CT - BASE FAILURE TO ENTRNCE INTO GOVERNOR'S PLACE; KRAMER ST - CUL-DE-SAC ROAD/BASE DAMAGE; LEPLY RD - BASE DAMAGE; LEPLY RD - SHOULDER DAMAGE/ ROAD SINKING; W HOPE DR - ROAD/BASE DAMAGE
PUBLIC WORKS DEPT		ESCPW78	C	Pavement Rehabilitation - Betmark Rd, Rosedown Dr, & Tara Dawn Cir.	3	multiple locs	\$ 206,445.00	BETMARK RD - ROADWAY PAVEMENT HAS DETERIOATED WITH BASE FAILURE, SEDIMENT, WITH NO DRAIANGE SYSTEM RESULTING IN BASE FAILURE.; ROSEDOWN DR - FLOOD DAMAGE TO ROADWAY IN CUL-DE-SAC. BASE FAILURE; TARA DAWN CIR - ROADWAY BASE FAILURE FROM GROUNDWATER SATURATION.
PUBLIC WORKS DEPT		ESCPW79	C	Pavement Rehabilitation - Bay Oaks Dr, Bay Vista Dr, Condado Cir, Oak View Dr, Oakleigh Ct, Primero Ct, and Sandy Oak Dr.	7	multiple locs	\$ 661,112.00	BAY OAKS DR - ROAD SEEPING WATER CRACKING PUMPING RIPPLING.; BAY VISTA DR - BASE BLEEDING THROUGH ASPHALT. POTHOLES FORMING. ROAD NEEDS REPLACEMENT.; CONDADO CIR - ROAD SEEPING WATER CRACKING ; OAK VIEW DR - ROAD SEEPING WATER CRACKING PUMPING RIPPLING.; OAKLEIGH CT - ROAD SEEPING WATER CRACKING PUMPING RIPPLING.; PRIMERO CT - ROAD SEEPING WATER CRACKING.; SANDY OAK DR - ROAD SEEPING WATER CRACKING PUMPING RIPPLING.

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Department 033-99033-00	County #	PRP#	CAT	FACILITY NAME	# SITES	LOCATION	DAMAGE \$ EST	Damage Description
				Pavement Rehabilitation - Campbellton Ln, Chesterfield Rd, Clydesdale Dr, N 77th Ave, & Templeton Rd				
PUBLIC WORKS DEPT		ESCPW80	C		6	multiple locs	\$ 1,128,667.00	CAMPBELLTON LN - ASPHALT AND BASE FAILURE. POTHOLES FORMING. BASE BLEEDING THROUGH ASPHALT; CHESTERFIELD RD - ASPHALT AND BASE FAILURE. POTHOLES FORMING. BASE BLEEDING THROUGH ASPHALT; CLYDESDALE DR - ASPHALT AND BASE FAILURE. POTHOLES FORMING. BASE BLEEDING THROUGH ASPHALT; N 77TH AVE - ROAD BLEEDING GROUNDWATER AND BASE. ASPHALT AND BASE FLOATING AND HAS COMPLETELY FAILED.; TEMPLETON RD - ASPHALT AND BASE FAILURE. POTHOLES FORMING. BASE BLEEDING THROUGH ASPHALT; TEMPLETON RD - ASPHALT AND BASE FAILURE. POTHOLES FORMING. BASE BLEEDING THROUGH ASPHALT.
PUBLIC WORKS DEPT		ESBPS24	C	Hillview Drive -Road Repairs	1	Hillview Dr	\$ 29,000.00	Repairs to embankment, curb and roadway
								Drive sustained severe erosion to the front yard which exposed residential utility service lines, irrigation lines and privacy fencing. Adjacent (to the east) of the damaged location is a stormwater management pond which serves the Chimney Pines residential subdivision. During the incident period, surface stormwater flows from Chimney Pines Drive overwhelmed the roadside curb and gutter system which outfalls via a drop inlet and a separate concrete flume to the stormwater management pond. Stormwater overtopped the curb and gutter and the turbulence caused by the water flowing downslope into the pond caused extensive erosion to the roadway embankment/west side pond slope to include undermining of the curb and gutter, the road subsurface, drop inlet structure and concrete drainage flume. Damages include: an eroded area of approximately 60-feet wide by 40-feet wide. A Type-A drop inlet structure has been damaged beyond repair. Approximately 75-LF of 5-foot tall vertical wood privacy fence and (2) 4-feet wide by 5-feet tall aluminum reinforced gates were destroyed. The eroded material was deposited into the pond. Note: The eroded area contains a sewer lift station and appurtenant electrical supply and panels. The lift station was constructed into the slope of the pond so it was backfilled on its western and southern side to facilitate access and maintenance. The backfilled area was contained by approximately 65 LF wooden bulkhead, which was breached and destroyed. The electrical panel posts (4x4 treated posts in concrete) were undermined and the panel was displaced.
PUBLIC WORKS DEPT		ESDPW25	D	Chimney Pines			\$ 150,000.00	
PUBLIC WORKS DEPT	ENGFLOOD0414-43	ESCPW61	C	Fairfield at Eliason Apollo & Hestia				
PUBLIC WORKS DEPT		ESXNR01	X	Jackson Slope Lakes				
PUBLIC WORKS DEPT	ESC-Apr14-001 ENGFLOOD0414-45	ESDPW24	D	Lyric Lane Bridge Crossing at Gatewood Ditch (Ellyson Outfall)		30.5161, -87.1795	\$ 350,790.00	Repair of flood damage to the Lyric Lane Bride corssing and Ellyson Outfall, 1500 LF Concrete waterway destroyed - gully erosion - \$350,790.00
PUBLIC WORKS DEPT	ENGFLOOD0414-32	ESCPW66	C	Emerald Shores				
PUBLIC WORKS DEPT	ENGFLOOD0414-68	ESXMT01	X	Indigo at Landfill				
		ESCPW60	C	Traffic Controller and Signals	19	Multiple rd locs	\$ 387,134.00	Repair/replace cabinets and controllers damaged by flood and lightning - \$387,134.00
PUBLIC WORKS DEPT	ENGFLOOD0414-16 ENGFLOOD0414-41	ESXFH01	X	Dog Track Rd				Minor erosion on dich channel from event
PUBLIC WORKS DEPT	ENGFLOOD0414-44	ESXMT02	X	Forest Creek Apts Patton Drive				
PUBLIC WORKS DEPT		ESXMT03	X	Barber Manor				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT04	X	Beverly Homes				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT05	X	Brentwood Park				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT06	X	Brentwood Shopping Center				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT07	X	Bristol Creek				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT08	X	Carolina Drive				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT09	X	Citadel Drive				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT10	X	Cove Avenue				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT11	X	Cypress Ridge Apartments				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT12	X	Ernestine Road				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT13	X	Esconditas Place				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT14	X	The Estates at Emerald Shores				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT15	X	The Estates at Emerald Shores - 2				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT16	X	Fairfield Park				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT17	X	Fowler Avenue				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT18	X	Frichez Heights				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT19	X	Glenwood				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT20	X	Green Bay Avenue				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT21	X	Hampton Lake				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT22	X	Herman Street				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT23	X	Hernandez Street				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT24	X	Highland Park				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT25	X	Holsberry Road				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT26	X	John Carrol Drive				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT27	X	John Reed Arms				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT28	X	Johnson Avenue				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT29	X	Klondike Forest				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT30	X	Lake Charlene				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT31	X	Lawton Street				To prevent damage in the future from similar events.

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PUBLIC WORKS DEPT		ESXMT32	X	Little Creek Drive				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT33	X	Malary Park				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT34	X	Mariner's Village				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT35	X	Mirabelle Circle				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT36	X	Mission Road				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT37	X	Nims Lane				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT38	X	North 61st Avenue				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT39	X	North Ebonwood				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT40	X	North Shore				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT41	X	Old Hickory				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT42	X	Palafox Road & Nine Mile Road				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT43	X	Palm Court				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT44	X	Perdidio Estates				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT45	X	Pine Forest Estates				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT46	X	Pine Forest Heights				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT47	X	Pinecrest				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT48	X	Pinestead Road				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT49	X	Ponderosa Drive				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT50	X	Ranch Lands				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT51	X	Ridgefield Four				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT52	X	Rosemont				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT53	X	Royal heritage				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT54	X	Sandra Drive				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT55	X	Santa Clara				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT56	X	Strandview				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT57	X	Surrey Drive				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT58	X	Twin Oaks				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT59	X	Westwood - Jackson St.				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT60	X	West Highlands				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT61	X	West Lake Charlene				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT62	X	Baronne Street				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT63	X	Bayou Marcus Townhomes				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT64	X	Charter Oaks Subdivision				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT65	X	Chandelle Drive				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT66	X	Clear Creek Farm				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT67	X	Crescent Lake - East				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT68	X	Crescent Lake - West				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT69	X	Elysian Fields				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT70	X	Innerarity Causeway				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT71	X	Kelly Avenue				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT72	X	Landfall Subdivision				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT73	X	Murray Hill .				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT74	X	Ortega				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT75	X	Satsuma Avenue .				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT76	X	Shadow Grove Subdivision				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT77	X	Willowbrook Dam				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT78	X	Wind Rose				To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT79	X	Woodlands Subdivision Drainage Mitigation	1			To prevent damage in the future from similar events. Combined all Woodlands Drainage Mitigation into one PRP, combined with with ESXMT80, ESXMT81, and ESXMT82.
PUBLIC WORKS DEPT		ESXMT80	X	Woodlands Condominium Drainage Mitigation	1			To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT81	X	1-Mile Road Drainage at Woodlands Subdivision	1			To prevent damage in the future from similar events.
PUBLIC WORKS DEPT		ESXMT82	X	Drainage off Sunnehanna and Easement at Woodlands Subdivision	1			To prevent damage in the future from similar events.
PUBLIC WORKS DEPT	ENGFL00D0414-25	ESXFH02	X	West Detroit Blvd Emerg Repair				
PUBLIC WORKS DEPT	ENGFL00D0414-26	ESXFH03	X	West Detroit Bridge #484057				
PUBLIC WORKS DEPT		ESCPW39	C	SHARON/ BUSH AREA	2	multiple rd locs	\$ 275,777.00	unopened R/W unpaved road surface repair - \$275,777
PUBLIC WORKS DEPT	ENGFL00D0414-54	ESXOT01	X	Rushing Creek Road Lake at 8 Mile				Pond embankment overtopped
PUBLIC WORKS DEPT	ENGFL00D0414-14				2			
PUBLIC WORKS DEPT	ENGFL00D0414-24	ESCPW16	C	CR 297A		multiple rd locs	\$ 190,000.00	drainage repair - \$190,000
PUBLIC WORKS DEPT	ESC-Apr14-001 ESC-Apr14-002 ESC-Apr14-006 ENGFL00D0414-11 ENGFL00D0414-12			JOHNSON/ OLIVE - FHWA Projects, GATEWOOD at Glynbook Gully and Crpress Pointe - NRCS Project	5			asphalt road surface, driveway, fence, drainage repair - \$515,583.00 Olive Road -Erosion at the outlet of a concrete lined waterway has formed a gully adjacent to Olive Rd. The gully is 40' deep at the headcut and 100 ft. wide and threatens the Westbound lane of Olive Rd \$198,671.00 Sediment and Debris removal from Johnson Rd and Gatewood Ditch failure - 206,657.00

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PUBLIC WORKS DEPT	ENGFLOOD0414-67	ESXNR02	X	Woodbridge Manor Repairs				
PUBLIC WORKS DEPT	ENGFLOOD0414-75	ESXFH04	X	Gulf Beach Hwy				
PUBLIC WORKS DEPT	ENGFLOOD0414-15 ENGFLOOD0414-27 ENGFLOOD0414-51	ESCPW33	C	OLD CORRY BRDIGE CULVERT AT JONES CREEK	1	multiple rd locs	\$ 2,215,555.00	bridge replacement - \$2,215,555
PUBLIC WORKS DEPT	ENGFLOOD0414-12	ESXFH05	X	OLIVE ROAD EMERGENCY REPAIR AT GULLY	1			Road Repair
PUBLIC WORKS DEPT	ENGFLOOD0414-80	ESXNR03	X	OLIVE ROAD GULLY	1			Embankment repair outside of right of way
PUBLIC WORKS DEPT	ENGFLOOD0414-40 ENGFLOOD0414-47	ESXNR04	X	CYPRESS POINT and GLYNN BROC GULLY	2		\$ 206,657.00	Glyn Brock Gully EWP site acts as outlet for Gatewood Ditch which drains 1244+ acres. Cypress Pointe is the ultimate outlet for Glyn Brock Gully and Gatewood Ditch. Sediment from Gatewood ditch and debris from the storm event have reduced capacity in the stream channel for both structures to the point where flooding and damage to downstream homes is a serious threat. - \$206.657.00
PUBLIC WORKS DEPT	ENGFLOOD0414-27	ESCPW34	C	PETE MOORE DITCH AREAS	16	multiple rd locs	\$ 600,000.00	road base, asphalt surface, shoulder & drainage repair; incidental sediment - \$600,000
PUBLIC WORKS DEPT	PUBLIC WORKS DEPT - Roads Division							
PUBLIC WORKS DEPT	ENGFLOOD0414-34	ESBPW25	B	PONDEROSA	2	multiple rd locs	\$ 226,667.00	<p>Ponderosa Pond is located north of Nine Mile Road bounded by thee block consisting of Ashland Avenue (west), Ponderosa Drive (north), Bowman Avenue (east), and Nine Mile Road (south). The pond location is located in the Eight Mile Creek Basin within a locally closed basin. In other words, the pond is surrounded by property which is all higher in elevation and there is no drainage system which would convey the water out of this closed area.</p> <p>The existing ground elevations immediately surrounding the pond an average of 115 feet. During the April 29-30 storm event, water in the closed basin staged approximately to elevation 119 with no way out.</p> <p>Affected area 1 is between Nine Mile Road and Nine ½ Mile Road near Ponderosa Drive. The damaged homes in this area are on Ponderosa Drive, Bowman Avenue, Ashland Avenue, Mesick Street, Stefani Circle, and Croquet Drive. The area is located within a county maintained right-of-way, and existing storm water infrastructure is present. Storm water infrastructure includes grass swales with culverts. In addition, there is a county maintained storm water pond located at this site that overflowed during the flooding event. The homes that were affected in this area are not located within the 100 year or 500 year floodplain. The flooding at this site affected approximately 45 homes, and several areas of infrastructure damage were reported, including the pond over flowing, and flooded storm culverts.</p> <p>Affected area 2 is just off the intersection of Nine ½ Mile Road and Cove Avenue. The damaged homes in this area are on Nine ½ Mile Road, Cove Avenue, Tommy Street, and Tom Sawyer Road. The area is located within a county maintained right--of-way, and existing storm water infrastructure is present. Storm water infrastructure includes grass swales with culverts and DBI's with grate inlets. The homes that were affected in this area are not located within the 100 year or 500 year floodplain. The flooding at this site affected approximately 227 homes, and no infrastructure damage was recorded in the area. The cause of the flood damage in the area is inconclusive.</p> <p>DRMP will provide the following services in sequence of tasks: Task 1: Data Collection (July 23, 2014); • Conduct a Field Review of the Area; • Collect Information related to the area and recent flooding; • Define 3 alternatives and begin analysis</p> <p>Task 2: Prepare a Preliminary Engineering Assessment (July 25, 2014 Final PEA July 30, 2014), which will: • Provide a general overview of the issues; • Identify the major contributor of flooding.; • Provide alternatives with cost estimates.; • Provide a recommendation to the County weighing benefits to costs</p> <p>Estimated cost:</p> <p>A rough estimate of Permanent repair cost (assuming a wide margin of error) is around \$a bunch a money</p>
PUBLIC WORKS DEPT		ESCPW19	C	DEVINE FARM RD	1	4420 Devine Farm Rd	\$ 29,000.00	THIS HAS NOT BEEN FORMALLY TRANSFERRED TO ROADS DIVISION. WE KNOW NOTHING ABOUT THIS AND DO NOT ACCEPT WITHOUT FORMAL TRANSFER. Appears to be FHWA/FDOT - \$28,333.00
PUBLIC WORKS DEPT		ESAPW02	A	PERDIDO KEY ZONE - ROADS DIVISION	3	multiple locs	\$ 56,055.00	For Collection of vegetative and C&D debris covering all of Escambia county - Reactivated on 7/15/2014
PUBLIC WORKS DEPT		ESCPW01	C	Area 1 - Southwest - Non Engineered - Roads Division		multiple rd locs	\$ 195,000.00	asphalt road, shoulder, driveway & drainage repair - Initially submitted for internal review 6/30/14.
PUBLIC WORKS DEPT		ESCPW02	C	Area 2 – Central – Non-Engineered Repairs – Roads Division		multiple rd locs	\$ 205,000.00	asphalt/unpaved road, signage, shoulder, driveway & drainage repair - Originally submitted for internal review on 7/2/14.
PUBLIC WORKS DEPT	ENGFLOOD0414-50	ESCPW02	C	Interstate Culvert	2	multiple rd locs		asphalt road surface and shoulder repair --\$58,289.00
PUBLIC WORKS DEPT		ESCPW03	C	Area 3 – Southeast – Non-Engineered Repairs – Roads Division		multiple rd locs	\$ 192,000.00	asphalt road, shoulder repair; incidental sediment - (ESCPW65 is a part of ESCPW03)
PUBLIC WORKS DEPT	ENGFLOOD0414-36	ESCPW03	C	Pinebrake Rd				Asphalt Surface and Shoulder Damage
PUBLIC WORKS DEPT		ESCPW04	C	Area 4 – Near North Non-Engineered Repairs – Roads Division		multiple rd locs	\$ 217,000.00	asphalt/unpaved road surface & base, shoulder, driveway & drainage repair; incidental sediment
PUBLIC WORKS DEPT		ESCPW05	C	Area 5 – Far North Non-Engineered Repairs – Roads Division		multiple rd locs	\$ 205,000.00	asphalt, shoulder, curb, sidewalk & drainage repair - Subitted 6/26/14.
PUBLIC WORKS DEPT		ESCPW06	C	Hot Patching – Roads Division		multiple rd locs	\$ 76,000.00	asphalt road, shoulder, driveway, manhole, fence & drainage repair; incidental sediment
PUBLIC WORKS DEPT		ESCPW07	C	Special Projects – Roads Division		multiple rd locs	\$ 133,000.00	asphalt road, shoulder, curb, driveway, sidewalk, manhole & drainage repair
PUBLIC WORKS DEPT		ESCPW81	C	Tennessee and Prieto Roads.		multiple rd locs		asphalt road, shoulder, curb, driveway, sidewalk, manhole & drainage repair - Broken out from ESCPW07 on 8/4/2014
PUBLIC WORKS DEPT		ESCPW08	C	Bridges – Non-Engineered Repairs – Roads Division		multiple rd locs	\$ 125,900.00	unpaved road & fence repair; incidental sediment. - Submitted 6/20/2014

ESCAMBIA COUNTY, DR-4177-FL, PROJECT TRACKER

Department 033-99033-00	County #	PRP#	CAT	FACILITY NAME	# SITES	LOCATION	DAMAGE \$ EST	Damage Description
PUBLIC WORKS DEPT	ENGLOOD0414-49	ESCPW08	C	Interstate Circle Bridge #484071				Site 1 — Interstate Circle Bridge #484071 (GPS: Lat 30.5150°, Lon -87.3025°). —Roadway — Interstate Circle is comprised of two 11-foot asphalt travel lanes with grassed shoulders, marginal road side swales, water and sewer utilities, and above and below ground electrical and communications lines. Floodwaters from Eight Mile Creek damaged the roadway of Interstate Circle at the east approach to Bridge #484071. Damage on the roadway consisted of a scoured area. An area of undermining at the west approach was observed. —Bridge — The Interstate Circle Bridge #484071 is a concrete deck bridge with a total span of 65 feet, intermediate wood pile supports, wood structure, and rip rap embankments. No damage to the bridge structure was observed. Site 2 — Interstate Court Culvert Crossing (GPS: Lat 30.5091°, Lon -87.2971°) Interstate Circle is comprised of two 11-foot asphalt travel lanes with grassed shoulders, road side swales on the east side of the road to the north of the culvert crossing, a piped stormwater collection system with curb inlets to the south of the culvert crossing, water and sewer utilities, and above and below ground electrical and communications lines. The culvert consists of two 30-inch RCP pipes on an east-west alignment. Floodwaters overtopped the roadway at the culvert crossing, causing the following damages: —Pavement failure on the east side of the road at two locations for a combined area of approximately 11 feet wide by 25 feet long, approximately 30 SY total —Curb and gutter undermined on the east side of the road, approximately 25 LF —Sediment build-up at the mitered end sections of the culvert crossing on the east side of the roadway. —Eroded grassed shoulders on the west side of the roadway.
PUBLIC WORKS DEPT		ESBPW12	B	Emergency Protective Measures-Roads Division		multiple locs	\$ 150,000.00	Temp repairs, baracades, signage. Still assembling documentation.
PUBLIC WORKS DEPT		ESCPW59	C	Latent Undisposed Projects		multiple locs		Work not yet identified — Sites are to be incorporated into ESCPW01 through ESCPW65
PUBLIC WORKS DEPT		ESBPW26	B	Temporary Road Repairs		Various roadways county wide	\$ 50,000.00	Some locations have had temporary work activities conducted by the Roads Division to maintain safe vehicular travel. These repairs are being identified as the permanent projects are being scoped. This project is intended to capture the temporary repair portion that have been included in the permanent repair scope. This project will be held until all road repair projects have been
PUBLIC WORKS DEPT		ESCPW74	C	Deasert Oak Dr at Interseciton Charter Oaks Ln. & 8359 Gardenia Cir		multiple locs	\$ 8,800.00	DESERT OAK DR - SINK HOLE IN ASPALT 8 X8 24" DEEP; GARDENIA CIR. - REMOVE AND REPLACE CONCRETE RETAINING WALL ALONG THE SOUTH SIDE OF THE CANAL NEXT TO 8359 GARDENIA CIR.
		ESCPW75	C	596 Mapleleaf Cir & 9600 Music Ln Blk.		multiple locs	\$ 8,500.00	MAPLE LEAF CIR - NUMEROUS POT HOLES OCCURRED DURING COUNTY WORK MONTHS AGO AT OUR EASEMENT AT THE END OF MAPLELEAF DR. FLOODING HELP THE EROSION OF THE POT HOLES THROUGHOUT THE CIR; MUSIC LN BLK. - CLEAN OUT SEDIMENT FROM DITCH AT THE END OF MAPLELEAF DR.
PUBLIC WORKS DEPT		ESDPW21	D	Water Control Non-Engineered		multiple locs	\$ 250,000.00	Non-Engineered repair of ponds.
O								
PARKS & RECREATION DEPT	PARKS & RECREATION DEPT							
PARKS & RECREATION DEPT	ENGLOOD0414-74	ESGPR03	G	Myrtle Grove Athletic Park	6	99 N 61st Ave	\$ 200,000.00	Damage to Athletic Park and stormwater detention ponds. Damage includes: undermined chain link fence bending rails and posts, undermined concrete sidewalk and dugout foundation, damage to irrigation sprinklers and eroded multiple side slopes in 3 grassed ponds. The parking lot, inlets, and pipe system have extensive amounts of sediment in them.
PARKS & RECREATION DEPT	ENGLOOD-0414-04	ESGPR04	G	6 PARKS - Lexington Terrace, JR Jones Pond, Abrosnaham, SW Sports, Cantonment Well Rd, Heron Bayou Boat Ramp	6	multiple locs	\$ 120,000.00	Pond slope, fence, road & parking lot repair
PARKS & RECREATION DEPT		ESBPR05	B	Parks EPM (NOT A PROJECT)	7	multiple locs	\$ 5,000.00	Barricades - \$5,000.00
PARKS & RECREATION DEPT		ESAPR04	A	Parks Debris (NOT A PROJECT)	7	multiple locs	\$ 10,000.00	Remove sediment - \$10,000.00
O								
COMM AND ENVIRO	COMMUNITY & ENVIRONMENT DEPT, WATER QUALITY & LAND MGT DIV							
COMM AND ENVIRO	ESC-Apr14-004	ESDCE12	D	Ten Mile Ck Drainage - Upstream	1	30.548258, -87.37008	\$ 150,000.00	Streambank and Channel erosion along Ten Mile Creek threatens Pine Forest Rd bridge, existing EWP structure, homes and private property along reach. Channel is unstable and widening.
COMM AND ENVIRO	ESC-Apr14-004	ESDCE31	D	Ten Mile Ck Drainage - Downstream	1	30.548901, - 87.311250	\$ 1,003,756.00	Streambank and Channel erosion along Ten Mile Creek threatens Pine Forest Rd bridge, existing EWP structure, homes and private property along reach. Channel is unstable and widening. - \$1,003,756.00
COMM AND ENVIRO		ESDCE13	D	Blue Pit Stormwater Pond—No Damage	1			Fill erosion and repair drainage structures.—\$200,000.00
COMM AND ENVIRO		ESDCE14	D	Nature Paths Cultural Center—No Damage	1			Repair structures.—\$150,000.00
COMM AND ENVIRO	ENGLOOD0414-51	ESDCE14	D	Jones Creek East	1	30.398136, 87.276954	\$ 100,000.00	Fill erosion and repair drainage structures.
COMM AND ENVIRO		ESDCE15	D	Jones Swamp Preserve—No Damage	4			Fill erosion & repair drainage & boardwalk structures.—\$800,000.00
COMM AND ENVIRO		ESDCE16	D	Glynn Key Stormwater Pond	1	30.397506, -87.276441	\$ 100,000.00	Fill erosion and repair drainage structures.

ESCAMBIA COUNTY, DR-4177-FL, PROJECT TRACKER

Department 033-99033-00	County #	PRP#	CAT	FACILITY NAME	# SITES	LOCATION	DAMAGE \$ EST	Damage Description
				Jackson Lakes Box Culvert				Culvert • Soil cover above the western half of the Box Culvert is completely washed away; • Northwest Wingwall has separated from the Box Culvert and its reinforcement is exposed (no picture); • The Southwest Wingwall has completely detached and the embankment that previously tied into the wing wall has failed (Figure 6,7,8); • Embankment failure along the southern side of the box culvert, and significant undermining of the soil beneath the culvert (Figure 9); • Settlement of (+/- 2 feet) in southwest corner of culvert (Figure 9,11); • Settlement has resulted in some cracking. There are large diagonal cracks (Figure 12, 13). ; • Western Headwall has cracked and internal reinforcement has been exposed (Figure 3 and 4); • Large Debris is in the culvert (Figure 10) Diversion Embankment • Complete Failure; • Three 24" pipes are absent (Figure 16, 17); • Concrete Mat was completely undermined ; • Displaced sediment has settled along Jackson Creek and South Jackson Lake
COMM AND ENVIRO	ESC-Apr14-010 ENGFLOOD0414-69	ESDCE17	D		1	30.412705, -87.269802	\$ 1,200,000.00	
COMM AND ENVIRO		ESDCE18	D	Maggies Ditch Drainage	1	30.414934, -87.245223	\$ 25,000.00	Fill erosion and repair drainage structures.
COMM AND ENVIRO		ESDCE19	D	L-Street Pond (Engineering)—No Damage	1			Fill erosion and repair drainage structures.—\$100,000.00
COMM AND ENVIRO		ESEFM05	E	Storage Shed	1	3363 West Park Place		Repair shed—\$10,000.00
COMM AND ENVIRO		ESEFM05	E	Generators, ISCO Auto Samplers	1	3363 West Park Place		Repair/replace equipment—\$22,500.00
COMM AND ENVIRO		ESECE16	E	Wild Life Center	1	105 N. "S" Street	\$ 125,000.00	Repair/elevate building.
COMM AND ENVIRO		ESBCE14	B	Emergency Call Center	1		\$ 10,000.00	Call Center Operatoins during disaster
COMM AND ENVIRO		ESBCE15	B	Escambia Community Clinics	1		\$ 1,500,000.00	Accuire Property/Relocate Facility - \$1,500,000.00
COMM AND ENVIRO		ESBCE17	B	Water Quality Testing		multiple locs	\$ 33,782.00	Health and Safety Water Quality Testing at 67 sites
O								
Community Affairs	COMMUNITY AFFAIRS							
Community Affairs		ESBCE09	B	Community Relations	1		\$ 10,000.00	Temporary Shelter
O								
BUILDING INSPECTION	BUILDING INSPECTION							
BUILDING INSPECTION		ESBBI06	B	Building Inspections		3363 West Park Place	\$ 81,468.00	Flood Plain Substantial Damage Building Inspections
O								
O								
PUBLIC SAFETY	PUBLIC SAFETY							
PUBLIC SAFETY		ESBPS07	B	Emergency Operations Center		221 Palafox Place	\$ 50,000.00	Emergency Response and Citizens Information Center
PUBLIC SAFETY		ESBPS18	B	GIS Department			\$ 10,000.00	Emergency Response Mapping
O								
Tax Collection	TAX COLLECTION							
Tax Collection		ESBTC10	B	Tax Collection Move of Location	1		\$ 25,000.00	Water Remediation and will include Corrections, Extentions and Clerk of the Court.
Tax Collection		ESETC17	E	Tax Collection Leased Building Contents	1		\$ 25,000.00	Water Remediation
Fire Department	FIRE DEPARTMENT							
Fire Department		ESEFD21	E	Building and Contents		Multiple Sites	\$ 219,045.90	Water Remediation and repairs
Fire Department		ESBFD20	B	Emergency Protective Measures				
Fire Department		ESEFD22	E	Vehicles(NOT A PROJECT-Ins Covered All)			\$ 100,000.00	Replacement of county vehicles - \$100,000.00
Purchasing Department	PURCHASING DEPARTMENT							
Purchasing Department				Purchasing/AP Dept. (Direct Costs Only)				Purchases related to Flooding and emergency operations - Distributed in other PRP's



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6587

County Administrator's Report 16. 4.

BCC Regular Meeting

Discussion

Meeting Date: 08/21/2014

Issue: Friends of West Florida Public Library

From: Darlene Howell, Library Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request from the Friends of West Florida Public Library, Inc. - Darlene Howell, Library Administrator

That the Board approve the request from the Friends of West Florida Public Library, Inc., to serve wine or champagne at their annual fund-raising dinner on Saturday night, September 13, 2014, at the Main Library, 239 North Spring Street, Pensacola, Florida, from the hours of 5:30 p.m. until 9:00 p.m.

BACKGROUND:

On July 31, 2014, the County was approached by The Friends of West Florida Public Library, Inc., to serve wine or champagne at their annual fund raising dinner on Saturday night, September 13, 2014. At that time, Claudine Kriss, President of the Friends of West Florida Public Library, was informed that in order to serve wine or champagne at this event, The Friends of West Florida Public Library, Inc., would need to secure the following:

- Approval from the Board of County Commissioners to serve wine or champagne
- Approval from the City of Pensacola to serve wine or champagne
- Approval from the Library Board of Governance to serve wine or champagne
- Commercial General Liability Insurance Policy in the amount of \$1,000,000 per occurrence
- \$2,000,000 general aggregate with liquor liability included in the coverage limits
- Escambia county Board of County Commissioners would be listed as an additional insurer
- City of Pensacola would be listed as an additional insurer
- Coverage must be from a "Secure Best Rating" in the most recent addition of the AM Best Rating Guide

Any Board of County Commissioners authorization does not address any State permit, permission or license that may be required to serve or sell alcoholic beverages and any such permit, permission or license is solely the responsibility of the Friends of the Library to obtain.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will work with Risk Management to make sure that the necessary insurance requirements have been met.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Library employees who are present and working during this event would be prohibited from consuming alcohol during working hours as stated in the Board's Substance Abuse Policy, Section II, Part C. 12.

IMPLEMENTATION/COORDINATION:

Once all of the requirements listed above have been met, Ms. Kriss would need to provide a complete package to Michael Watts, Risk Manager, for the County's records.

The County Administrator's Office will assist The Friends of West Florida Public Library to get the Board's approval for this event.

Attachments

Friends of WFPL Certificate of Insurance



SCOTTSDALE INSURANCE COMPANY®

Home Office:

One Nationwide Plaza ■ Columbus, Ohio 43215

Administrative Office:

8877 North Gainey Center Drive ■ Scottsdale, Arizona 85258

1-800-423-7675

A STOCK COMPANY

In Witness Whereof, the Company has caused this policy to be executed and attested.

Secretary

President

The information contained herein replaces any similar information contained elsewhere in the policy.

COMMON POLICY DECLARATIONS

Renewal of
CPS1757206

SCOTTSDALE INSURANCE COMPANY®

Policy Number
CPS1972388

Home Office:

One Nationwide Plaza ■ Columbus, Ohio 43215

Administrative Office:

8877 North Gainey Center Drive ■ Scottsdale, Arizona 85258

1-800-423-7675

A STOCK COMPANY

ITEM 1. Named Insured and Mailing Address

FRIENDS OF WEST FL PUBLIC LIBRARY INC
P.O. BOX 13394
PENSACOLA, FL 32591

Agent Name and Address

KATHY COLANGELO
Hull & Company, Inc.
800 Carillon Parkway, Suite 150
St. Petersburg FL 33716

Agent No.: 09003 Program No.: NONE

ITEM 2. Policy Period From: 05/16/2014 To: 05/16/2015 Term: 365 DAYS

12:01 A.M., Standard Time at the mailing address shown in ITEM 1.

Business Description: NON-PROFIT ORGANIZATION - BOOK STORE

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)

Premium Summary

Commercial General Liability Coverage Part

Flat Cancellation
Not Permitted

\$ 884

Commercial Property Coverage Part

\$ NOT COVERED

Commercial Crime And Fidelity Coverage Part

\$ NOT COVERED

Commercial Inland Marine Coverage Part

\$ NOT COVERED

Commercial Auto Coverage Part

\$ NOT COVERED

Professional Liability Coverage Part

\$ NOT COVERED

MINIMUM EARNED
PREMIUM APPLIES

\$

This Insurance is issued pursuant to the Florida Surplus Lines Law.
Person insured by surplus line carriers do not have the protection
of the Florida Insurance Guaranty Act to the extent of any right of
recovery for the obligation of an insolvent unlicensed insurer.

Total Policy Premium: \$ 884.00

POLICY FEE \$ 35.00

STATE TAX \$ 45.95

STAMPING FEE \$ 1.61

FHCF FEE \$ 11.95

\$

\$

Policy Total: \$ 978.51

SURPLUS LINE INSURERS' POLICY RATES AND FORMS ARE
NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Form(s) and Endorsement(s) made a part of this policy at time of issue:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

A305417

FISHER-BROWN BOTTRELL INSURANCE INC - Alan Douglas Moore
FISHER-BROWN BOTTRELL INSURANCE INC #86512 LA/LW
1701 W Garden St
Pensacola, FL 32591

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH
THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY,
COMPLETE THE ABOVE NUMBERED POLICY.



SCOTTSDALE INSURANCE COMPANY®
SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. CPS1972388

Effective Date: 05/16/2014

12:01 A.M., Standard Time

Named Insured FRIENDS OF WEST FL PUBLIC LIBRARY INC Agent No. 09003

UTS-COVPG 12-09
OPS-D-1 8-10
UTS-SP-2 12-95
COMMON FORMS

Cover Page
Common Policy Declarations
Schedule Of Forms and Endorsements

UTS-SP-3 8-96 Locations Schedule

GENERAL LIABILITY FORMS

CLS-SD-1L 8-01
CLS-SP-1L 10-93
CG 00 01 12-07
CG 00 68 5-09
CG 20 11 4-13
CG 20 26 4-13
CG 21 04 11-85
CG 21 06 5-14
CG 21 39 10-93
CG 21 49 9-99
CG 21 73 1-08
GLS-100s 6-13
GLS-175s 1-12
GLS-282s 4-08
GLS-289s 11-07
GLS-341s 8-12
UTS-128s 10-07
UTS-246s 12-12
UTS-365s 2-09

GL Supplemental Dec
GL Ext Supplemental Dec
General Liab Cov
Recording/Distribution Of Material/Info
AI-Managers Or Lessors Of Prem
AI-Designated Person or Org
Excl-Prod-Completed Ops Hazard
Excl-Access Of Confidential Or Personal Info
Contractual Liab Limitation
Total Pollution Excl
Exclusion-Certified Acts Of Terrorism
Excl-Contractors And Subcontractors
Limit Cov To Designated Premises
Multi-Unit Habitat Conversion Excl
Known Injury/Dmg Excl-Personal/Advertise Injury
Hydraulic Fracturing Excl
Optional Provisions Endt
Amendatory Endts Without Med Pay Excl
Amend Of Nonpayment Cancel Condition

STATE FORMS

UTS-29-FL 6-97 FL-Cancel-Nonrenew

POLICYHOLDER NOTICES

NOTX0178CW 2-06
NOTS0381FL 7-09

Claim Reporting Information
FL-Policyholder Notice

ADDITIONAL FORMS



SCHEDULE OF LOCATIONS

Policy No. CPS1972388

Effective Date 05/16/2014

12:01 A.M. Standard Time

Named Insured FRIENDS OF WEST FL PUBLIC LIBRARY INC

Agent No. 09003

[illegible]



SCOTTSDALE INSURANCE COMPANY®
COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS

Policy No. CPS1972388 Effective Date 05/16/2014
12:01 A.M., Standard Time

Named Insured FRIENDS OF WEST FL PUBLIC LIBRARY INC Agent No. 09003

Item 1. Limits of Insurance	
Coverage	Limit of Liability
Aggregate Limits of Liability	<p>Products/Completed Operations Aggregate</p> <p>\$ <u>EXCLUDED</u></p> <p>General Aggregate (other than Products/Completed Operations)</p> <p>\$ <u>2,000,000</u></p>
Coverage A - Bodily Injury and Property Damage Liability	<p>any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability</p> <p>\$ <u>1,000,000</u></p>
Damage to Premises Rented to You Limit	<p>any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability</p> <p>\$ <u>100,000</u></p>
Coverage B - Personal and Advertising Injury Liability	<p>any one person or organization subject to the General Aggregate Limits of Liability</p> <p>\$ <u>1,000,000</u></p>
Coverage C - Medical Payments	<p>any one person subject to the Coverage A occurrence and the General Aggregate Limits</p> <p>\$ <u>5,000</u></p>
Item 2. Description of Business	
Form of Business: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Trust <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Organization including a corporation (other than Partnership, Joint Venture or Limited Liability Company) Location of All Premises You Own, Rent or Occupy: See Schedule of Locations	
Item 3. Forms and Endorsements	
Form(s) and Endorsement(s) made a part of this policy at time of issue: See Schedule of Forms and Endorsements	
Item 4. Premiums	
Coverage Part Premium:	\$ 884
Other Premium:	\$
Total Premium:	\$ 884

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.



SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL GENERAL LIABILITY COVERAGE PART EXTENSION OF SUPPLEMENTAL DECLARATIONS

Policy No. CPS1972388 Effective Date: 05/16/2014
12:01 A.M., Standard Time

Named Insured FRIENDS OF WEST FL PUBLIC LIBRARY INC Agent No. 09003

Prem. No.	Bldg. No.	Class Code	Exposure	Basis
1	1	68707	1700	Area
Class Description: WAREHOUSES - PRIVATE - NFP ONLY				Premises/Operations
				Rate Premium
				117 199
				Products/Comp Operations
				Rate Premium
				EXCLUDED EXCLUDED
Prem. No.	Bldg. No.	Class Code	Exposure	Basis
1	1	49950	1	UNITS
Class Description: ADDITIONAL INSURED(S)				Premises/Operations
				Rate Premium
				100 199
				Products/Comp Operations
				Rate Premium
				EXCLUDED EXCLUDED
Prem. No.	Bldg. No.	Class Code	Exposure	Basis
2	1	10205	15000	GROSS SALES
Class Description: BOOKS AND MAGAZINES STORES - NFP ONLY				Premises/Operations
				Rate Premium
				1,38 21
				Products/Comp Operations
				Rate Premium
				EXCLUDED EXCLUDED
Prem. No.	Bldg. No.	Class Code	Exposure	Basis
2	1	48557	1	OTHER
Class Description: OCTOBER ANNUAL MEETING (TBD) PENSACOLA PUBLIC LIBRARY				Premises/Operations
				Rate Premium
				350 350
				Products/Comp Operations
				Rate Premium
				EXCLUDED EXCLUDED



SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL GENERAL LIABILITY COVERAGE PART EXTENSION OF SUPPLEMENTAL DECLARATIONS

Policy No. CPS1972388 Effective Date: 05/16/2014

12:01 A.M., Standard Time

Named Insured FRIENDS OF WEST FL PUBLIC LIBRARY INC Agent No. 09003

Prem. No. 2	Bldg. No. 1	Class Code 49950	Exposure 2	Basis OTHER	
Class Description: ADDITIONAL INSURED(S)				Premises/Operations	
				Rate	Premium
				100	200
				Products/Comp Operations	
				Rate	Premium
				EXCLUDED	EXCLUDED
Prem. No. 3	Bldg. No. 1	Class Code 10205	Exposure 10000	Basis GROSS SALES	
Class Description: BOOKS AND MAGAZINES STORES - NFP ONLY				Premises/Operations	
				Rate	Premium
				1.38	14
				Products/Comp Operations	
				Rate	Premium
				EXCLUDED	EXCLUDED
Prem. No.	Bldg. No.	Class Code	Exposure	Basis	
Class Description:				Premises/Operations	
				Rate	Premium
				Products/Comp Operations	
				Rate	Premium
Prem. No.	Bldg. No.	Class Code	Exposure	Basis	
Class Description:				Premises/Operations	
				Rate	Premium
				Products/Comp Operations	
				Rate	Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): 1100 E. CERVANTES STREET, PENSACOLA, FL 32501-3332 (Loc 1)	
Name Of Person(s) Or Organization(s) (Additional Insured): SCHOOL BOARD OF ESCAMBIA COUNTY 75 N. PACE BLVD., PENSACOLA, FL 32505	
Additional Premium:	\$ 100
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Pensacola, PO Box 12910, Pensacola, FL, 32521 (Loc 2)

Escambia County Board of County Commissioners, Attn: Michael Watts, Risk Manager,
PO Box 1591, Pensacola, FL, 32597 (Loc 2)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6539

County Attorney's Report 16. 1.

BCC Regular Meeting

Action

Meeting Date: 08/21/2014

Issue: Schedule A Public Hearing To Consider Amending The Assessment of Additional Court Costs For Certain Penalties Ordinance

From: Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing on September 4, 2014, at 5:31 p.m., for Consideration of Amending Part 1, Chapter 34, Section 34-9 of the Escambia County Code of Ordinances Relating to the Assessment of Teen Court Additional Court Costs.

That the Board authorize scheduling a Public Hearing on September 4, 2014, at 5:31 p.m., for consideration of amending Part 1, Chapter 34, Section 34-9 of the Escambia County Code of Ordinances relating to the assessment of teen court additional court costs.

BACKGROUND:

Pursuant to the authority granted in §938.19, Florida Statutes, the Board of County Commissioners previously enacted the Teen Court Assessment Ordinance (2005-51) providing for an assessment of additional court costs for certain penalties as a means to provide funding for the Escambia County Teen Court Program. The proposed amendment to the County's Teen Court Assessment Ordinance will incorporate additional language in accordance with the terms of the relevant statutory provision.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney drafted the proposed amendment.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Ordinance

ORDINANCE 2014-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING PART 1, CHAPTER 34, SECTION 34-9 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO THE ASSESSMENT OF TEEN COURT ADDITIONAL COURT COSTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority granted in §938.19, Florida Statutes, the Board of County Commissioners previously enacted the Teen Court Assessment Ordinance (2005-51) providing for an assessment of additional court costs for certain penalties; and

WHEREAS, the Board of County Commissioners finds that the County's Ordinance relating to the assessment of teen court additional court costs requires amendment to better ensure the well being of the public; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendment serves an important public purpose.

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

Section 1. Chapter 34, Section 34-9(a) of the Code of Ordinances of Escambia County, Florida is hereby amended to read as follows:

Sec. 34-9. Teen Court Additional Court Cost.

- (a) **Assessment Imposed.** The Board of County Commissioners hereby assess an additional court cost of \$3.00 to be imposed by the court when a person pleads guilty or nolo contendere to, or is convicted of, regardless of adjudication, a violation of a criminal law, and a delinquent act, or a municipal or county ordinance, or who pays a fine or civil penalty for any violation of F.S. ch. 316. Any person whose adjudication is withheld under F.S. §318.14(9) or 318.14(10) shall be assessed the cost.

Section 2. Severability.

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Inclusion in the Code.

It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Official Records of Escambia County and a codification of such ordinances shall be kept by the Clerk of the Circuit Court.

Section 4. Effective Date.

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

DONE AND ENACTED this ____ day of _____ 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6593

County Attorney's Report 16. 2.

BCC Regular Meeting

Action

Meeting Date: 08/21/2014

Issue: Alternate Canvassing Board Appointment

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Alternate Canvassing Board Appointment

That the Board take the following action:

- A. Rescind the Board's action dated May 15, 2014 appointing Commissioner Lumon J. May as the alternate Canvassing Board appointment (copy of Resume attached); and
- B. Authorize the Chairman to sign the attached letter to Chief Judge Terry D. Terrell respectfully requesting that he appoint Wayne Peacock as the 2014 Canvassing Board alternate.

BACKGROUND:

Due to Commissioner May's schedule, he is unable to serve as the alternate Canvassing Board appointment and no other commissioner qualifies to be the 2014 Canvassing Board alternate.

Section 102.141, Florida Statutes, establishes the composition of county canvassing boards, and includes a member of the county's Board of County Commissioners as part of the canvassing board. Section 102.141 also authorizes the Board to select another of its members to serve as an alternate. The alternate serves in place of the regular appointment any time the regular appointment is unavailable during canvassing. If another board member is disqualified from serving as an alternate, the Chief Judge of the Circuit Court shall name a qualified elector as an alternate. (A board member may be disqualified if he or she is a candidate or active participant in an election to be canvassed.) On behalf of the Escambia County Supervisor of Elections, the County Attorney is requesting that the board consider naming an alternate board member or discuss a method to forward potential non-board alternates to the Chief Judge for consideration.

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

Resume - May 15, 2014

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ATTORNEY'S REPORT – Continued

II. FOR DISCUSSION

1. Canvassing Board Appointment ►

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried unanimously, appointing Commissioner May as the alternate, relative to the recommendation that the Board consider appointing an alternate Canvassing Board member to serve whenever its regular appointment is unavailable during the 2014 election cycle; if another Board member is unable to serve as an alternate, that the Board further discuss forwarding names of potential alternates to the Chief Judge for the First Judicial Circuit for consideration.

ITEMS ADDED TO THE AGENDA – COMMISSIONER GENE M. VALENTINO

1. Adoption of a Resolution ►

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried unanimously, taking the following action concerning the Resolution requesting prompt reimbursement of all eligible disaster-related expenses incurred by Escambia County as a result of Hurricane Ivan (*which struck Escambia County on September 16, 2004*), as amended to change the estimated remains unpaid from \$4,000,000,000 to \$4,000,000 in the Resolution, and authorizing the Chairman to sign two letters to the Governor requesting a prompt payment and the forgiveness of the County's responsibility for a local match as it relates to the April 2014 flood:

- A. Adopting the Resolution (*R2014-48*) requesting prompt reimbursement of all eligible disaster-related expenses incurred by Escambia County as a result of Hurricane Ivan; and
- B. Authorizing the Chairman to sign the Resolution.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6609

County Attorney's Report 16. 3.

BCC Regular Meeting

Action

Meeting Date: 08/21/2014

Issue: Settlement of Workers' Compensation Claim Involving Michael Mayne

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Settlement of a Workers' Compensation Claim Involving Michael Mayne

That the Board approve a washout workers compensation settlement to former deputy sheriff Michael Mayne in the amount of \$428,000.00 for the indemnity portion of his workers compensation claims, as well as any other non-workers compensation claims that Mr. Mayne may have against the County. This settlement covers primarily three workers' compensation claims that resulted in catastrophic injuries to Mr. Mayne. Because of a pending dispute among the excess insurers, there is no guarantee of reimbursement from any excess carriers, and does not resolve the medical portion of Mr. Mayne's claims.

BACKGROUND:

Michael Mayne is a 49 year-old former deputy sheriff. He sustained three major injuries in the course of his employment. On July 30, 1999, he injured his right shoulder while attempting to place a suspect under arrest. On October 12, 2000, he was shot in the right leg while tracking a suspect. Finally, on April 14, 2001, he was involved in a motor vehicle accident while responding to a call, injuring his back, both shoulders, and right hip. Mr. Mayne has received substantial medical treatment as a result of these injuries, and has undergone several surgical procedures. He retired on February 3, 2003 after the Sheriff's Office determined that he could no longer perform the essential functions of the deputy sheriff position. The County voluntarily accepted Mr. Mayne as being permanently and totally disabled and has provided PTD benefits since his retirement date. (A detailed medical and employment history may be obtained from Assistant County Attorney Ryan Ross.)

The County's third party adjuster, PGCS, estimates that the present value of future PTD benefits ranges from \$402,000.00 to \$559,000.00, depending on the discount factor utilized in making the estimate. Furthermore, Mr. Mayne has claimed statutory entitlement to health insurance benefits in the amount of \$284,000.00 (Section 112.19(2)(h)) and full pay status benefits in the amount of \$498,000.00 (Section 440.15(11)). Accordingly, to effectuate substantial savings and to eliminate future liability for these claims, the County's outside counsel has negotiated a washout workers compensation settlement to resolve the indemnity portion of these claims and the additional statutory claims in the amount of \$428,000.00. (Mr. Mayne is not represented by

counsel so this settlement does not include an allocation for attorney's fees or costs.) The Board should note two additional considerations. First, the County will retain liability for the medical portion of these claims, although efforts to resolve the medical portion are ongoing. Second, because of the different dates of accident, different excess carriers are involved in this claim. There is a dispute as to each excess carrier's responsibility to reimburse the County based on its coverage for a particular date of accident. The County is pursuing reimbursement, but it is not guaranteed by any excess carrier at the time of this recommendation.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This agreement was reviewed by Ryan E. Ross, Assistant County Attorney

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6616

County Attorney's Report 16. 1.

BCC Regular Meeting

Discussion

Meeting Date: 08/21/2014

Issue: Amendment to the Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens Policy

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amending the Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens Policy

That the Board discuss and adopt the amendments to the County's policy on the Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens.

BACKGROUND:

During recent Board deliberations regarding requests for relief from code enforcement liens, the Board has expressed an interest in allowing relief from liens in situations where a non-violator provides evidence that he will increase the value of the property, make it habitable and otherwise keep the property free from code violations. This proposed amendment to the Board's existing policy would allow these cases to receive lien waiver from the Administrator without requiring Board deliberation. The hope is to encourage investment in improving and beautifying our communities.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney, Alison Rogers, drafted the amendments to the attached policy.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The policy will become effective immediately upon Board approval.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Amended Policy

Board of County Commissioners

Escambia County, Florida

Title: Guidelines for Relief from Environmental (Code)
Enforcement Special Magistrate Liens, Section III, Part
H.2

Date Adopted: April 17, 2008

Effective Date: ~~June 18, 2009~~ August 21 2014, as Amended

Reference: Ch. 162, Florida Statutes & Ch. 30, Escambia County
Code of Ordinances

Policy Amended: June 18, 2009

- A. The Board of County Commissioners shall adhere to the following guidelines when considering requests for relief from liens created by the Environmental Enforcement Special Magistrate under the provisions of Chapter 162, Florida Statutes, and Chapter 30, Escambia County Code of Ordinances (Code Enforcement Liens).
1. Abatement of any existing code violation shall be a prerequisite for relief from a Code Enforcement Lien.
 2. Relief shall not be available to the violator and/or owner named in the Code Enforcement Lien.
 3. In order to allow adequate opportunity to investigate the circumstances underlying the request for relief, the Board shall take no action until at least fourteen (14) days have elapsed from the time that the request for relief is received by the County.
 4. The Board shall not reduce any costs awarded in a Code Enforcement Lien to reimburse the County for expenses incurred to prosecute or abate a code violation. However, the Board may reduce the administrative fines awarded in a Code Enforcement Lien after consideration of the following factors:
 - a. Whether the person seeking relief paid value for the property.
 - b. Whether payment of the full amount of the lien would impose an extreme financial hardship on the person seeking relief.
 - c. Whether the property encumbered by the lien is located within a Community Redevelopment Area or other area suffering from blight or other distress that discourages development, and the person seeking relief demonstrates a good faith intent to significantly develop or improve the property.
 - d. Whether the person seeking relief promptly abated any violation that existed when they acquired the property.
 - e. Whether the person seeking relief had actual and/or constructive (record) notice of the lien when they acquired the property.
 5. Unless an alternate time period is specified by the Board, the terms of the relief shall be satisfied and the amount approved by the Board to compromise the lien shall be paid within sixty (60) days from the date of the Board action. Persons failing to satisfy the terms of the relief and pay the amount of the lien within the time period allowed by the Board shall forfeit the relief.

- B.** The guidelines listed above shall not apply to liens that are invalid and unenforceable due to a defect in the code enforcement process described in Chapter 162, Florida Statutes, and Chapter 30, Escambia County Code of Ordinances.
- C.** Before a written request for relief from a lien is submitted to the Board of County Commissioners, the County Administrator shall review the request to determine if relief would be consistent with the provisions of this policy. If the County Administrator determines that relief would not be consistent with this policy, or that the code violations have not been abated in accordance with Section A.1. of this policy, or if the person requesting relief has an adequate alternate remedy under the laws governing homestead property or a policy of title insurance, the County Administrator shall notify the person submitting the request of the same and that relief is denied unless, however, he determines that the lien is invalid and unenforceable due to a defect in the code process, as contemplated in Section B of this policy.
- D.** The County Administrator may grant relief (i.e., a partial release) from administrative fines that have accrued on a Code Enforcement Lien without further action of the Board if all of the following criteria are satisfied:
1. The property to be released from the Code Enforcement Lien:
 - a. is free from any code violations; and
 - b. has an assessed value of \$50,000 or less.
 2. The violator and/or owner named in the Code Enforcement Lien are not in the chain of title of the person requesting relief (i.e., the person requesting relief acquired the property via a foreclosure sale or tax deed auction).
 3. The person requesting relief:
 - a. is not related to the violator and/or owner named in the Code Enforcement Lien;
 - b. has no history of code violations; and
 - c. pays all of the fees and costs (including administrative fees and recording costs charged by the Clerk of the Court) other than the administrative fines accruing on the Code Enforcement Lien.
- D.** Nothing in this policy shall be construed to create an entitlement or limit to relief from Code
- E.** Enforcement Liens. All relief shall remain solely within the discretion of the Board, which shall retain the option to deviate from the guidelines in this policy in extreme, unusual, or compelling circumstances.