

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

CHAMBER RULES

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

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

AGENDA

Board of County Commissioners

Regular Meeting – March 5, 2015 – 5:30 p.m.

Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – Commissioner May.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. Presentations:

A. Proclamation, adopted at the February 5, 2015, BCC Meeting, congratulating Bradley Hartnett for achieving the rank of Eagle Scout; and

B. Presentation by Traci Goodhart, Bay Area Resource Council Staff; Jeff Helms, Atkins; and Darryl Boudreaux, The Nature Conservancy, to request a Resolution from Escambia County supporting the Bay Area Resource Council as the representative for the Pensacola Bay Watershed Plan and possible Environmental Protection Agency Estuary Program.

7. Proclamations.

Recommendation: That the Board take the following action:

A. Ratify the Proclamation dated February 23, 2015, proclaiming February 26, 2015, as "Military Appreciation Day" in Escambia County and joining the Navy League and the citizens of Escambia County in expressing appreciation to the men and women of the United States Armed Forces stationed in Northwest Florida, not only for their contributions to our community during their tours of duty here, but also for their service to our great country; and

B. Adopt the Proclamation commending and congratulating Victoria Wise, an Emergency Medical Technician, in the Emergency Medical Services Division of the Public Safety Department, on her selection as "Employee of the Month" for March 2015.

8. Retirement Proclamations.

Recommendation: That the Board adopt the following Retirement Proclamations:

A. The Proclamation commending and congratulating Wesley R. Brewer, Firefighter, Public Safety Department, on his retirement after 24 years of service;

B. The Proclamation commending and congratulating Jesse M. Culp, Jail Corrections Officer, Corrections Department, on his retirement after 14 years of service;

C. The Proclamation commending and congratulating Larry J. Fradejas, Jail Corrections Officer, Corrections Department, on his retirement after 16 years of service;

D. The Proclamation commending and congratulating Christopher R. Hankinson, Jail Corrections Officer, Corrections Department, on his retirement after 17 years of service;

E. The Proclamation commending and congratulating Janice D. Harrison, Jail Corrections Officer, Corrections Department, on her retirement after 20 years of service;

F. The Proclamation commending and congratulating Joseph M. Lane, Jr., Jail Corrections Officer, Corrections Department, on his retirement after 29 years of service; and

G. The Proclamation commending and congratulating Arthur J. LaRose, Road Construction Specialist, Public Works Department, on his retirement after 11 years of service.

9. Written Communication.

February 3, 2015, communication from Helen Spidel, Department Manager, Albertelli Law, requesting that the Board provide relief of Code Enforcement Lien attached to property located at 2405 W Lakeview Avenue.

Recommendation: That the Board review and consider lien relief request made by Helen Spidel attached to property located at 2405 W Lakeview Avenue. Helen Spidel is requesting a partial release.

On August 21, 2014, 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 and allowing the County Administrator to act on the Board’s behalf if set criteria are met.

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 act on the Board’s behalf and grant or deny relief, in accordance with the Board’s Policy, “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H2.

Helen Spidel 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. 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 January 2015 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended January 31, 2015, as required by Ordinance Number 95-13; on January 31, 2015, the portfolio market value was \$273,313,207 and portfolio earnings totaled \$105,864 for the month; the short-term portfolio yield was 0.21%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.10%; the enhanced cash portfolio achieved a total return of 0.16%, which should be compared to the Merrill Lynch 1-3 Year Treasury Index of 0.51%; the long-term CORE portfolio achieved a total return of 0.93%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.01%.

2. Recommendation Concerning Write-off of Return Checks

That the Board adopt the Resolution authorizing the write-off of \$153.20 of returned checks in various funds of the County that have been determined to be uncollectible bad debts.

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. Closing documents relative to the sale and surplus of real property, located in the 2200 Block of West Main Street, to James L. and Vonda O. Phetteplace, as approved by the Board on April 10, 2007, and received in the Clerk to the Board's Office on February 13, 2015; and

B. The Northwest Florida Water Management District (NFWWMD) Consolidated Annual Report, as provided by Christina Coger, AICP, Program Manager, Resource Planning, NFWWMD, and received in the Clerk to the Board's Office, via e-mail, on February 25, 2015.

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 Special Board Meeting held February 17, 2015;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held February 19, 2015; and

C. Approve the Minutes of the Regular Board Meeting held February 19, 2015.

## GROWTH MANAGEMENT REPORT

### I. Consent Agenda

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

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

##### **A. March 19, 2015**

1. 5:45 p.m. - A Public Hearing - Subdivision Regulations, Procedures, and Submissions Ordinance - Article 4 and 6 (first of two public hearings)
2. 5:46 p.m. - A Public Hearing - CRA Ordinance

##### **B. April 9, 2015**

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 March 3, 2015:

- a. Case No.:** **Z-2015-03**  
Address: 17080 Perdido Key Drive  
Property Reference No.: 01-4S-33-1500-000-001  
Property Size: 3.91 (+/-) acres  
From: R-2PK, Residential District (Perdido Key), Medium Density (4.5 du/acre)  
To: CCPK, (Perdido Key) Commercial Core District, Maximum Density (13 du/acre)  
FLU Category: MU-PK, Mixed-Use Perdido Key  
Commissioner District: 2  
Requested by: Wiley C. "Buddy" Page, Agent for Charles S. Liberis, Owner
- b. Case No.:** **Z-2015-04**  
Address: 4631 Hwy 164  
Property Reference No.: 33-5N-32-2102-000-000  
Property Size: 0.13 (+/-) acres  
From: VAG-1, Villages Agriculture Districts, Gross Density (five du/100 acres on one-acre parcels)

To: VR-2, Villages Rural Residential Districts, (one unit per  
.75 acre)  
FLU Category: AG, Agriculture  
Commissioner District 5  
Requested by: Cary Godwin, Owner

2. 5:46 p.m. - A Public Hearing - Subdivision Regulations, Procedures, and  
Submissions Ordinance - Article 4 and 6 (second of two public hearings)



## COUNTY ADMINISTRATOR'S REPORT

### I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Request for Disposition of Property for the Office of the State Attorney - Kris Blom, IT Supervisor, Office of the State Attorney

That the Board approve the 10 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 the Request for Disposition of Property for the State of Florida Department of Health, Escambia County Health Department - John J. Lanza, MD, PhD, MPH, FAAP, Director

That the Board approve the Request for Disposition of Property Form for the State of Florida Department of Health, Escambia County Health Department, and authorize the disposition of all the assets described in the listing provided. All of the assets listed are County assets held and utilized by the State of Florida Department of Health, Escambia County Health Department and have been found of no further usefulness to the County; thus it is requested that the items be auctioned as surplus or properly disposed.

3. Recommendation Concerning the Request for Disposition of Property for the Community & Environment Department - Keith T. 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 item has been found to be of no further usefulness to the County; thus, it is requested that it be properly disposed.

4. Recommendation Concerning an Amendment to the BP Promotional Fund Grant Agreement for the Naturally EscaRosa Trail Project - Keith T. Wilkins, Community & Environment Department Director

That the Board take the following action concerning an Amendment to the BP Promotional Fund Grant Agreement for the Naturally EscaRosa Trail Project:

A. Approve the Amendment extending the expiration date to December 31, 2015;

B. Authorize the Chairman to sign the Amendment; and

C. Authorize the County Administrator, or his designee, to sign any documents relating to the Amendment.

5. Recommendation Concerning an Interlocal Agreement between the City of Pensacola and Escambia County, Florida, for Exchange of Solid Waste Services - Pat T. Johnson, Solid Waste Management Department Director

That the Board approve an Interlocal Agreement between the City of Pensacola and Escambia County, Florida, for Exchange of Solid Waste Services, to provide for a cooperative venture between the City and County that allows the City to provide, on an annual basis, up to 10 neighborhood cleanup collection services in the County neighborhoods at no cost to the County, in exchange for the County providing disposal of City yard trash at no cost to the City.

6. Recommendation Concerning a Resolution Expressing Support for and Requesting that the Bay Area Resource Council (BARC) Be Designated as the Entity for the Pensacola Bay and Perdido Bay Estuary Programs - Keith T. Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Resolution expressing support for and requesting that the Bay Area Resource Council (BARC) be designated as the entity for the Pensacola Bay and Perdido Bay estuary programs:

A. Adopt the Resolution expressing support for and requesting that the Bay Area Resource Council (BARC) be designated as the entity for the Pensacola Bay and Perdido Bay estuary programs which will manage comprehensive plans for the restoration and protection of Pensacola Bay and Perdido Bay; and

B. Authorize the Chairman to sign the Resolution.

7. Recommendation Concerning the Scheduling of an Appeal Hearing of a Decision by the Contractor Competency Board on February 4, 2015 - Donald R. Mayo, CBO, Building Official/Department Director

That the Board take the following action concerning the Petition for Review filed by Grant Wood:

A. Approve the scheduling of an Appeal Hearing for March 19, 2015, at 5:31 p.m., to review the Petition for Review of the Contractor Competency Board Decision (made at its February 4, 2015, meeting), as filed by Grant Wood, Respondent, in the Complaint No.: COM120800011 - Gene and Maureen Valentino and Grant Wood d/b/a Grantwood Contracting Company, Inc.; and

B. Authorize the Chairman to execute a Notice of Hearing on behalf of the Board to be served upon Mr. Grant Wood and opposing counsel, H. Wesley Reeder, Esq.

8. Recommendation Concerning Property Assessed Clean Energy (PACE) Finance Providers - Keith T. Wilkins, Director, Community & Environment Department

That the Board take the following action concerning Property Assessed Clean Energy (PACE) Finance Providers:

A. Approve entering into an Interlocal Agreement for Property Assessed Clean Energy financing with Florida Green Energy Works and the Florida PACE Funding Agency; and

B. Authorize staff to develop and return for Board approval, an Interlocal Agreement to be executed with each finance provider.

## II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Agreement with the City of Pensacola for Interruptible Natural Gas Service - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the State of Florida County of Escambia Agreement with the City of Pensacola (d/b/a Pensacola Energy) and Escambia County for Interruptible Natural Gas Service:

A. Approve the Agreement with the City of Pensacola (d/b/a Pensacola Energy) and Escambia County for Interruptible Natural Gas Service for: 2935 North "L" Street, 1350 West Leonard Street, 357 South Baylen Street, and 201 South Palafox Street, establishing service, subject to the current City Rate Schedule GAF (Almost Firm Gas Transportation Service, Ordinance No. 28-11); and

B. Authorize the Chairman or Vice Chairman to execute all documents relating to the Agreement, as required.

[Funding: Fund 001, General Fund, Cost Center 310207, Object Code 54301]

2. Recommendation Concerning a Fee Resolution - Dr. John Lanza, MD, PhD, MPH, FAAP, State of Florida Department of Health, Escambia County Health Department

That the Board adopt the Resolution authorizing a revised fee schedule for services provided by the State of Florida Department of Health, Escambia County Health Department; providing for an effective date. The Escambia Health Department periodically revises its schedule fees for services, and the new fees will go into effect upon the Board's adoption of this Resolution.

3. Recommendation Concerning Workers' Compensation Audit Additional Premium - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning an additional premium required as a result of the workers' compensation audit:

A. Approve the payment to Florida Municipal Insurance Trust, in the amount of \$60,807, for the additional premium for audit period October 1, 2013, through September 30, 2014;

B. Approve the payment to Florida Municipal Insurance Trust, in the amount of \$69,645, for the additional premium for the jail, for audit period October 1, 2013, through September 30, 2014; and

C. Authorize the issuance of a Purchase Order, in the amount of \$130,452 to Florida Municipal Insurance Trust.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140834, Object Code 54501]

4. Recommendation Concerning the Issuance of a Request for Proposal for a Community Recreation and Sports Tourism Needs and Facility Feasibility Study - Amy Lovoy, Interim Assistant County Administrator

That the Board authorize the issuance of a Request for Proposal (RFP), for the purpose of retaining a consultant(s) to perform a community recreation and sports tourism needs and facility feasibility study, utilizing the provided scope of work with a budget not to exceed, \$350,000.

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

5. Recommendation Concerning the Miscellaneous Appropriations Agreement for Liberty Sertoma Club, Inc., d/b/a Sertoma's Fourth of July - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning the Fiscal Year 2014/2015 Miscellaneous Appropriations Agreement for Liberty Sertoma Club, Inc., d/b/a Sertoma's Fourth of July:

A. Approve the Miscellaneous Appropriations Agreement between Escambia County and Liberty Sertoma Club, Inc., d/b/a Sertoma's Fourth of July, in the amount of \$75,000, to be paid from the 4th Cent Tourist Promotion Fund (108), Cost Center 360105, Account 58201;

B. Authorize the Chairman to sign the Agreement and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Order.

6. Recommendation Concerning Supplemental Budget Amendment #078 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #078, Other Grants and Projects Fund (110), in the amount of \$5,477, to recognize proceeds from a State of Florida, Division of Emergency Management (FDEM) Federally-Funded Sub-grant Agreement, and to appropriate these funds for Public Safety activities related to the Citizen Corps Program in order to engage, educate, and train local citizens in their roles as they relate to emergency preparedness, response, recovery, and public health measures for all hazards.

7. Recommendation Concerning Supplemental Budget Amendment #081 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #081, General Fund (001) and Article V Fund (115), in the amount of (\$104,507), to recognize a transfer of funds from the Court Administration Court Security Budget into the Sheriff's Court Security Budget, for Fiscal Year 2014/2015, and to appropriate these funds for the use of Law Enforcement Officers (LEO), to provide enhanced security at the M.C. Blanchard Judicial Building, per the direction of the Escambia County Courts. The Sheriff's Office has requested these funds to be placed into their budget moving forward.

8. Recommendation Concerning Supplemental Budget Amendment #084 -  
Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #084, SHIP Fund (120), for a reduction in the amount of \$103,850, CDBG HUD Entitlement Fund (129), for a reduction in the amount of \$159,573, and the HUD HOME Fund (147), for an increase in the amount of \$142,958, to adjust funding to reflect the actual grant balances in these funds under the Neighborhood Enterprise Division.

9. Recommendation Concerning Special Magistrate Services - Stephan Hall,  
Management and Budget Services Interim Department Director

That the Board take the following action concerning the Agreement for Special Magistrate, PD 14-15.019:

A. Award and authorize the County Administrator to sign 3 Continuing Contracts with Smith, Sauer & DeMaria, PA; Coastal Association Law Group, P.L.; and Litvak, Beasley, Wilson & Ball, LLP, for a term of 12 months with 2 options for an additional 12 months, per the terms and conditions of PD 14-15.019, based on the following fees:

1. Special Magistrate, in the amount of \$155; and
2. Paralegal, in the amount of \$75; and

B. Authorize the Department, in conjunction with the Office of Purchasing, to issue Purchase Orders, as required.

[Funding: Fund 103, Code Enforcement Fund, Cost Center 290101, Object Code 53101]

10. Recommendation Concerning Healthcare Broker/Consulting Services -  
Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.020, for the Health Care Broker Consultants, and approve the Agreement for Healthcare Broker/Consulting Services between Escambia County and Aon Consulting, Inc., d/b/a Aon Hewitt, for a term of 12 months with 2 options for additional 12-month terms, in the estimated annual amounts, with the liability cap of \$500,000, as follows:

- A. Year 1: \$90,000;
- B. Year 2: \$50,000; and
- C. Year 3: \$50,000.

[Funding: Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54501]

11. Recommendation Concerning Stretcher Maintenance for the Public Safety Department - Stephan Hall, Management and Budget Services Interim Department Director

That the Board cancel solicitation PD 14-15.024, for Stretcher Maintenance, as there was only one responsive and responsible bidder, and that bidder was in excess of the funding limits.

[Funding: Fund 408, EMS Operations, Cost Center 330302, Object Code 54601]

12. Recommendation Concerning the Acceptance of the Donation of a Drainage Easement Located at 3205 East Olive Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a drainage easement (approximately 1588.50 square feet), located at 3205 East Olive Road, from Meadowrun Apartments, L.L.C., for the Olive Road East Road and Drainage Improvement Project:

A. Accept the donation of a drainage easement (approximately 1588.50 square feet), located at 3205 East Olive Road, from Meadowrun Apartments, L.L.C., for the Olive Road East Road and Drainage Improvement Project;

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

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

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

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



13. Recommendation Concerning the Acceptance of the Donation of a Drainage Easement Located at 3201 East Olive Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a drainage easement (approximately 96.55 square feet) located at 3201 East Olive Road, from Tammy Bonnin, L.L.C., for the Olive Road East Road and Drainage Improvement Project:

A. Accept the donation of a drainage easement (approximately 96.55 square feet) located at 3201 East Olive Road, from Tammy Bonnin, L.L.C, for the Olive Road East Road and Drainage Improvement Project;

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

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

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

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

14. Recommendation Concerning the Eastern Federal Lands Access Program – Quietwater Beach Ferry Landing Site - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Eastern Federal Lands Access Program (FLAP) Project Grant Application for the Quietwater Beach Ferry Landing Site:

A. Authorize the County Administrator, or his designee, to submit a request for FLAP Funds to the Federal Highway Administration (FHWA) Eastern Federal Lands Highway Division (EFLHD) to request Grant funding for the Quietwater Beach Ferry Landing Site; and

B. Authorize the Chairman and/or the County Administrator, or designee, to sign any other documents related to the request for FLAP Funds, subject to Legal sign-off, and without further action of the Board.

15. Recommendation Concerning Assembly Kits for Escambia County Area Transit Bus Shelters - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.011, Assembly Kits for Escambia County Area Transit Bus Shelters, to Brasco International, Inc., for a quantity of 30, 9 feet by 5 feet or similar size shelters, with bench, waste receptacle, and solar LED packages, for a total of \$212,850.

[Funding: Fund 320, FTA Capital Project Fund, Cost Center 320423, Object Code 56301]

### III. For Discussion

1. Discussion Concerning Commissioner Robinson's Request to Amend the Board's Action of December 11, 2014 - Commissioner Robinson, District 4

That the Board consider Commissioner Robinson's request to amend its action of December 11, 2014, regarding flags displayed on County buildings, adopt the Resolution relating to the display of historical flags on County buildings, and authorize the Chairman to sign the Resolution subject to Legal sign-off.

2. Recommendation Concerning the Approval of Revised Contract for Sale and Purchase for the Acquisition of a Parcel of Real Property (with House) at 7965 Kipling Street for the Olive Road East Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

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

A. The revised Contract correctly listing all trustees of Drabkin Living Trust for Sale and Purchase for the acquisition of a parcel of real property (approximately 2.55 acres), with house, located at 7965 Kipling Street, for proposed stormwater retention pond, from the Drabkin Family Living Trust, for the purchase price of \$250,000, which is above the appraised value of \$130,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. The authorization for the Chairman to sign the Contract for Sale and Purchase for the acquisition of a parcel of real property (approximately 2.55 acres), with house, located at 7965 Kipling Street, from the Drabkin Family Living Trust; and

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

[Funding Source: Fund 352, LOST III, Cost Center 210109/56101 and Cost Center 210107/56101]

3. Recommendation Concerning a Letter to Ms. Mary J. Gavin, United States Department of Agriculture - Joy D. Blackmon, P.E., Public Works Department Director

That the Board consider sending a letter to Ms. Mary J. Gavin, with the United States Department of Agriculture (USDA), in support of the Central Water Works' (CWW) Application for Funding to Improve CWW's Water System.

4. Recommendation Concerning the Emerald Coast Utilities Authority - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning the Emerald Coast Utilities Authority (ECUA):

A. Authorize the ECUA to process residential collected yard waste at the Central Water Reclamation Facility, located in Cantonment, Florida; and

B. Approve the recommendation by County Administrator Jack Brown to allow ECUA to conduct the afore-mentioned processing in accordance with its permit.

5. Recommendation Concerning Rescinding the Request for Funding for the 2015 BeulahFest - Wilson B. Robertson, County Commissioner, District 1

That the Board rescind its action of December 11, 2014, approving the request by BeulahFest, for \$20,000 from Commissioner Wilson Robertson and \$5,000 from Commissioner Steven Barry, to be funded from the 4th Cent Tourist Development Tax, for a music event to be held on March 20th and 21st, 2015, at the Pensacola Interstate Fair Grounds.

6. Recommendation Concerning the Request for Funding for Fiesta Filipino - Wilson B. Robertson, County Commissioner, District 1

That the Board consider the request by Fiesta Filipino, for \$10,000, from Commissioner Wilson Robertson, to be funded from the 4th Cent Tourist Development Tax, for a cultural event to be held on March 7, 2015, at the Filipino-American Community Center.

## **COUNTY ATTORNEY'S REPORT**

I. For Discussion

1. **Recommendation Concerning Perdido Key Beach Renourishment Easement**

That the Board discuss whether to adopt an amended Perdido Key Beach renourishment easement.

[Amended easement to be distributed under separate cover.]

12. Items added to the agenda.

13. Announcements.

14. Adjournment.



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

AI-7759

Proclamations 7.

**BCC Regular Meeting**

**Meeting Date:** 03/05/2015

**Issue:** Ratification/Adoption of Proclamations

**From:** Judy Witterstaeter, Program Coordinator

**Organization:** County Administrator's Office

**CAO Approval:**

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**RECOMMENDATION:**

Proclamations.

Recommendation: That the Board take the following action:

A. Ratify the Proclamation dated February 23, 2015, proclaiming February 26, 2015, as "Military Appreciation Day" in Escambia County and joining the Navy League and the citizens of Escambia County in expressing appreciation to the men and women of the United States Armed Forces stationed in Northwest Florida, not only for their contributions to our community during their tours of duty here, but also for their service to our great country; and

B. Adopt the Proclamation commending and congratulating Victoria Wise, an Emergency Medical Technician, in the Emergency Medical Services Division of the Public Safety Department, on her selection as "Employee of the Month" for March 2015.

**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.

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**Attachments**

Proclamations

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**PROCLAMATION**

**WHEREAS**, the men and women of the United States Armed Forces stationed in Northwest Florida participate actively and enthusiastically in the civic, business, public affairs, educational institutions, and recreational opportunities throughout Escambia County; and

**WHEREAS**, military personnel, their civilian coworkers, and neighbors enjoy a close bond of friendship and spirit of cooperation for the common good of our community; and

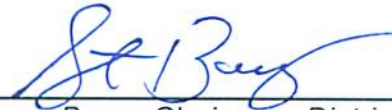
**WHEREAS**, on February 26, 2015, the Pensacola Council of the Navy League will hold its annual "Military Appreciation Day" to recognize military personnel for their contributions to the community.

**NOW, THEREFORE**, the Board of County Commissioners of Escambia County, Florida, hereby proclaims February 26, 2015, as

**"MILITARY APPRECIATION DAY IN ESCAMBIA COUNTY"**

**BE IT FURTHER PROCLAIMED**, that the Board joins the Navy League and the citizens of Escambia County in expressing appreciation to these outstanding military men and women, not only for their contributions to our community during their tours of duty here, but also for their service to our great country.

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



Steven Barry, Chairman, District Five

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

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

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



Deputy Clerk



Dated: February 23, 2015

**PROCLAMATION**

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

**WHEREAS**, Victoria Wise, an Emergency Medical Technician in the Emergency Medical Services Division of the Public Safety Department, began her employment with the County on September 3, 2002, and is selected for "Employee of the Month" for March 2015, for the standards of excellence that she has displayed in the performance of her duties; and

**WHEREAS**, Ms. Wise is responsible for monitoring and maintaining ambulance units for readiness, ensuring that the required equipment and related inventory are available and ready for use, and ensuring that the vehicles are clean and disinfected. She operates the emergency medical vehicle to and from the scene and determines the most efficient route; and

**WHEREAS**, on scene, Ms. Wise records patient care data regarding medical conditions and/or illnesses and documents the patient's reaction to treatment. She initiates patient treatment and care, utilizing initial protocol treatment based on the patient's condition, which may include: implementing automated external defibrillators, performing basic airway management, or initiating advanced and basic life support by following protocols and physician's orders; and

**WHEREAS**, during emergency events, Ms. Wise maintains contact with and communicates with dispatch personnel and/or patient receiving facilities and communicates medical conditions to patients, family members, and applicable medical staff; and

**WHEREAS**, Ms. Wise has been appointed by the Public Safety Director to work as an Emergency Medical Technician on the Department's First Response vehicle, which is a newly-appointed position created to help with cutting the cost of fire trucks responding to medical emergencies; and

**WHEREAS**, Ms. Wise is in a position where she interacts with several agencies as well as the citizens of Escambia County. She is the liaison for the Public Safety Department in many ways. Her skill in remaining calm in stressful and emotional situations, administering life support and medical interventions, properly handling infectious patients and contaminated equipment and supplies, and her interpersonal skills as applied to interaction with her coworkers, her supervisor, and the general public make her an invaluable asset to the Department and the citizens of Escambia County.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Victoria Wise on her selection as the "Employee of the Month" for March 2015.

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

\_\_\_\_\_  
Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman  
District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

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

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

Adopted: March 5, 2015



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

AI-7754

Proclamations 8.

**BCC Regular Meeting**

**Meeting Date:** 03/05/2015

**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 Retirement Proclamations:

- A. The Proclamation commending and congratulating Wesley R. Brewer, Firefighter, Public Safety Department, on his retirement after 24 years of service;
- B. The Proclamation commending and congratulating Jesse M. Culp, Jail Corrections Officer, Corrections Department, on his retirement after 14 years of service;
- C. The Proclamation commending and congratulating Larry J. Fradejas, Jail Corrections Officer, Corrections Department, on his retirement after 16 years of service;
- D. The Proclamation commending and congratulating Christopher R. Hankinson, Jail Corrections Officer, Corrections Department, on his retirement after 17 years of service;
- E. The Proclamation commending and congratulating Janice D. Harrison, Jail Corrections Officer, Corrections Department, on her retirement after 20 years of service;
- F. The Proclamation commending and congratulating Joseph M. Lane, Jr., Jail Corrections Officer, Corrections Department, on his retirement after 29 years of service; and
- G. The Proclamation commending and congratulating Arthur J. LaRose, Road Construction Specialist, Public Works Department, on his retirement after 11 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

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**Attachments**

ret procs 30515

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**PROCLAMATION**

*WHEREAS, Wesley R. Brewer worked as a County employee very faithfully for 24 years, retiring as a Firefighter 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 Wesley R. Brewer on his retirement.*

*BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Wesley R. Brewer for 24 years of faithful and dedicated service as a County employee.*

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

---

*Steven Barry, Chairman, District Five*

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

*Wilson B. Robertson, District One*

*Douglas Underhill, District Two*

*Lumon J. May, District Three*

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

---

*Deputy Clerk*

*Adopted: March 5, 2015*

**PROCLAMATION**

*WHEREAS, Jesse M. Culp worked as a County employee very faithfully for 14 years, retiring as a Jail 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 Jesse M. Culp on his retirement.*

*BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Jesse M. Culp for 14 years of faithful and dedicated service as a County employee.*

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBLA COUNTY, FLORIDA**

---

*Steven Barry, Chairman, District Five*

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

*Wilson B. Robertson, District One*

*Douglas Underhill, District Two*

*Lumon J. May, District Three*

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

---

*Deputy Clerk*

*Adopted: March 5, 2015*

**PROCLAMATION**

*WHEREAS, Larry J. Fradejas worked as a County employee very faithfully for 16 years, retiring as a Jail 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 Larry J. Fradejas on his retirement.*

*BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Larry J. Fradejas for 16 years of faithful and dedicated service as a County employee.*

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

---

*Steven Barry, Chairman, District Five*

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

*Wilson B. Robertson, District One*

*Douglas Underhill, District Two*

*Lumon J. May, District Three*

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

---

*Deputy Clerk*

*Adopted: March 5, 2015*

**PROCLAMATION**

*WHEREAS, Christopher R. Hankinson worked as a County employee very faithfully for 17 years, retiring as a Jail 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 Christopher R. Hankinson on his retirement.*

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

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

---

*Steven Barry, Chairman, District Five*

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

*Wilson B. Robertson, District One*

*Douglas Underhill, District Two*

*Lumon J. May, District Three*

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

---

*Deputy Clerk*

*Adopted: March 5, 2015*



**PROCLAMATION**

*WHEREAS, Janice D. Harrison worked as a County employee very faithfully for 20 years, retiring as a Jail 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 Janice D. Harrison on her retirement.*

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

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBLA COUNTY, FLORIDA**

---

*Steven Barry, Chairman, District Five*

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

*Wilson B. Robertson, District One*

*Douglas Underhill, District Two*

*Lumon J. May, District Three*

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

---

*Deputy Clerk*

*Adopted: March 5, 2015*

**PROCLAMATION**

*WHEREAS, Joseph M. Lane, Jr. worked as a County employee very faithfully for 29 years, retiring as a Jail 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 Joseph M. Lane, Jr. on his retirement.*

*BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Joseph M. Lane, Jr. for 29 years of faithful and dedicated service as a County employee.*

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

---

*Steven Barry, Chairman, District Five*

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

*Wilson B. Robertson, District One*

*Douglas Underhill, District Two*

*Lumon J. May, District Three*

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

---

*Deputy Clerk*

*Adopted: March 5, 2015*

**PROCLAMATION**

*WHEREAS, Arthur J. LaRose worked as a County employee very faithfully for 11 years, retiring as a Road Construction Specialist with the Public Works Department, Roads 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 Arthur J. LaRose on his retirement.*

*BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Arthur J. LaRose for 11 years of faithful and dedicated service as a County employee.*

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

---

*Steven Barry, Chairman, District Five*

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

*Wilson B. Robertson, District One*

*Douglas Underhill, District Two*

*Lumon J. May, District Three*

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

---

*Deputy Clerk*

*Adopted: March 5, 2015*



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

AI-7732

Written Communication 9.

**BCC Regular Meeting**

**Meeting Date:** 03/05/2015

**Issue:** Environmental (Code) Enforcement Lien Relief – 2405 W Lakeview Avenue

**From:** Michael Tidwell, Department Director

**Organization:** Corrections

**CAO Approval:**

---

**RECOMMENDATION:**

February 3, 2015, communication from Helen Spidel, Department Manager, Albertelli Law, requesting that the Board provide relief of Code Enforcement Lien attached to property located at 2405 W Lakeview Avenue.

Recommendation: That the Board review and consider lien relief request made by Helen Spidel attached to property located at 2405 W Lakeview Avenue. Helen Spidel is requesting a partial release.

On August 21, 2014, 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 and allowing the County Administrator to act on the Board’s behalf if set criteria are met.

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 act on the Board’s behalf and grant or deny relief, in accordance with the Board’s Policy, “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H2.

Helen Spidel has no other recourse but to appeal before the Board under Written Communication.

**BACKGROUND:**

2500 Lakeview Avenue (1915 N S Street)

On March 26, 2004 Our officer received complaint. Officer investigated and observed nuisance conditions, trash, debris, overgrowth and unsafe structure. Notice of violation posted on property and photos taken. Notice of violation sent to owner both regular and

certified mail. Notice received by owner.

Several reinspections were conducted with no improvements. Due to Hurricane Ivan more time was given to owner to abate violations.

Title search was requested on 10/20/05. Special Magistrate hearing was requested.

On February 17, 2006 A Notice of Hearing sent to the owner both regular and certified mail and received. Copy of hearing notice posted on property.

Hearing held on March 7, 2006. Court cost award to Escambia County in the amount of \$550.00, \$100.00 per day fine with a deadline of 04/12/206.

Copy of order mailed to bank both regular and certified mail.

March 12, 2006 Violations abated by the owner.

February 3,2015 The Office of Environmental Enforcement received a request for a partial release for property located at 2405 W Lakeview Avenue.

**BUDGETARY IMPACT:**

Court Cost: \$550.00

Total: \$550.00

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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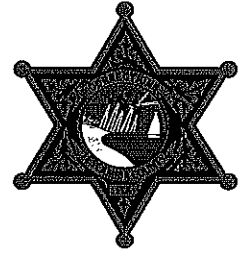
**Attachments**

2405 W Lakeview Avenue

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**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA  
Escambia County Corrections**



**Escambia County Central Office Complex  
3363 W. Park Place  
Pensacola, Florida 32505  
Phone: 850-595-1820  
Fax: 850-595-0149  
Division Manager, Sandra Slay**

Property Address: 2500 Lakeview Avenue (1915 N S Street)  
Owner: Albert Smith  
Violations: Overgrowth, trash, debris and burnt structure  
EE Case#: CE04030177

- 03/26/04 Received complaint and officer investigated. Officer observed overgrowth, trash, debris and a burned deteriorated structure. Copy of notice was posted on site and notice was mailed to owner both regular and certified mail. Notice of violation received by owner.
- 05/03/04 No progress made to abate violations. No contact from owner. Due to Hurricane Ivan more time was allowed for abatement.
- 09/08/05 No changes with property.
- 10/20/05 Title search requested.
- 02/03/06 Request special magistrate hearing.
- 02/17/06 Hearing notices sent both regular and certified mail to owner. Hearing notice was received.
- 03/07/06 Hearing held. Court cost of \$550.00 was awarded to county, \$100.00 per day fine with a deadline of 4/12/06 .
- 03/08/06 Copy of order mailed to owner.
- 04/12/06 Reinspection conducted and owner abated all violations.

Cost

Court Cost:	<u>\$550.00</u>
Total	\$550.00

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

**ALBERTELLI LAW**  
ATTORNEYS AND COUNSELORS AT LAW

5404 CYPRESS CENTER DRIVE  
SUITE 300

JAMES ALBERTELLI, ESQ.\*

TAMPA, FLORIDA 33609

TELEPHONE: (813) 221-4743

FACSIMILE: (813) 221-9171

JONATHAN D. SAWYER, ESQ.

www.albertellilaw.com

\*Licensed in Florida and Georgia

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February 3, 2015

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

RE: 2500 Lakeview Ave, Pensacola, FL 32505  
PR# 172S30-1300-011-036  
Homeowner: Albert W. Smith

Dear Ms. Slay:

Our client, Wells Fargo Bank, NA, recently foreclosed and took title via Certificate of Title on property located at 2405 W. Lakeview Ave, Pensacola. While researching the title, we found a cross attaching code lien issued against property owned by Albert W. Smith, but directly against 2500 Lakeview Ave; I have enclosed a copy of our clients CT, the offending order, and the Property Cards for both properties for your reference.

We are in need of a partial release in order to clear the title issue associated with our client's property.

Any assistance you can offer would be greatly appreciated. Please call us at 877-221-4743 ext. 1446, so that we may resolve this matter as quickly as possible.

Sincerely,



Helen Spidel  
Department Manager

/bs



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

WELLS FARGO BANK, N.A. ,  
Plaintiff,

CASE NO.: 17-2013-CA-001871  
DIVISION:

vs.

SAMANTHA SINCLAIR A/K/A SAMANTHA JO  
SINCLAIR, et al,  
Defendant(s).

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that he executed and filed a Certificate of Sale in this  
action on Dec. 16, 2014, for the property described herein and that no  
objections to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida:  
LOT 6 AND THAT PART OF LOT 5 WHICH LIES IN BLOCK 34, HIGHTLAND  
PARK, PACKARD BAND CO. FIRST ADDITION TO PARK PLACE, BEING  
ALL OF LOT 3 AND PORTIONS OF LOT(S) 2 AND 4, SECTION 17,  
TOWNSHIP 2 SOUTH, RANGE 30 WEST, ALSO PORTIONS OF LOT(S) 3 AND  
4, SECTION 31, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ACCORDING TO  
THE SUBDIVISION OF BRAINARD AND MCINTYRE, NOVEMBER 22, 1870,  
FOR PENSACOLA FLORIDA.  
A/K/A 2405 W LAKEVIEW AVENUE, PENSACOLA, FL 32505  
Folio # 06-1186-000

was sold to: WELLS FARGO BANK, N.A , whose address is: c/o Wells Fargo Home Mortgage, 3476  
Stateview Blvd. , Fort Mill, SC 29715. The successful bid was in the amount of  
\$ 2,100.00

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to all  
parties on the attached service list by mail or eService on this Jan. 06 day of 2015

WITNESS my hand and the seal of this court on Jan. 06, 2015, as

Clerk of the Circuit Court.  
(SEAL)

Pam Childers,  
Clerk of the Circuit Court  
By: [Signature]  
Deputy Clerk

Copies Furnished to:  
Albertelli Law  
P.O. Box 23028  
Tampa, FL 33623  
All parties on the attached service list  
13-112891

#2,100.00

**Service List**

Samantha Sinclair a/k/a Samantha Jo Sinclair  
c/o Charles H. Overman, III, Esq.  
701 South "J" Street  
PO BOX 1551  
Pensacola, FL. 32597  
E-Serve 1: overmanj@nwfls.org

Albert William Smith  
c/o Charles H. Overman, III, Esq.  
701 South "J" Street  
PO BOX 1551  
Pensacola, FL. 32597  
E-Serve 1: overmanj@nwfls.org

Barnes Supermarket #5  
C/O MANAGER  
1612 N PACE BLVD SUITE 5  
PENSACOLA, FL 32505

State of Florida  
c/o Peter Delia, Assistant Attorney General  
Office of the Attorney General  
The Capitol, Suite PL-01  
Tallahassee, Florida 32399-1050  
E-Serve 1: oag.foreclose.eserve@myfloridalegal.com

Source: Escambia County Property Appraiser

← Navigate Mode Account Reference →

[Restore Full Page Version](#)

<b>General Information</b>		<b>2014 Certified Roll Assessment</b>	
<b>Reference:</b>	172S301200005034	<b>Improvements:</b>	\$33,856
<b>Account:</b>	061186000	<b>Land:</b>	\$5,257
<b>Owners:</b>	SMITH ALBERT W & SINCLAIR SAMANTHA	<b>Total:</b>	\$39,113
<b>Mail:</b>	2405 WEST LAKEVIEW AVE PENSACOLA, FL 32505	<i>Non-Homestead Cap:</i>	\$39,113
<b>Situs:</b>	2405 W LAKEVIEW AVE 32505	<a href="#">Disclaimer</a>	
<b>Use Code:</b>	SINGLE FAMILY RESID	<a href="#">Amendment 1/Portability Calculations</a>	
<b>Taxing Authority:</b>	COUNTY MSTU		
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>		
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector			

<b>Sales Data</b>		<b>2014 Certified Roll Exemptions</b>	
<b>Sale Date</b>	<b>Book Page</b>	<b>Value</b>	<b>Type</b>
<b>Official Records (New Window)</b>			
08/16/2012	6904 523	\$50,000	WD <a href="#">View Instr</a>
04/1999	4453 410	\$100	QC <a href="#">View Instr</a>
03/1992	3149 16	\$19,000	WD <a href="#">View Instr</a>
02/1980	1411 231	\$1,000	WD <a href="#">View Instr</a>
01/1966	300 688	\$500	WD <a href="#">View Instr</a>
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller			
		<b>Legal Description</b>	
		LTS 6 AND PART OF LT 5 THAT LI ES IN BLK 34 BLK 34 HIGHLAND P ARK PLAT DB 69 P 616 OR 6904 P 523 SEC 31/17 T 2S R 30	
		<b>Extra Features</b>	
		FRAME GARAGE	

**Parcel Information** [Launch Interactive Map](#)

**Section Map Id:**  
17-2S-30-2

**Approx. Acreage:**  
0.1300

**Zoned:**  
R-2

**Evacuation & Flood Information**  
[Open Report](#)

View Florida Department of Environmental Protection(DEP) Data

**Buildings**

Address: 2405 W LAKEVIEW AVE, Year Built: 1980, Effective Year: 1990

<p><b>Structural Elements</b></p> <p><b>DECOR/MILLWORK-AVERAGE</b>  <b>DWELLING UNITS-1</b>  <b>EXTERIOR WALL-SIDING-SHT.AVG.</b>  <b>FLOOR COVER-HARDWOOD/PARQET</b>  <b>FOUNDATION-SLAB ON GRADE</b>  <b>HEAT/AIR-CENTRAL H/AC</b>  <b>INTERIOR WALL-DRYWALL-PLASTER</b>  <b>NO. PLUMBING FIXTURES-3</b>  <b>NO. STORIES-1</b>  <b>ROOF COVER-COMPOSITION SHG</b>  <b>ROOF FRAMING-HIP</b>  <b>STORY HEIGHT-0</b>  <b>STRUCTURAL FRAME-WOOD FRAME</b></p>	
<p>Areas - 960 Total SF  <b>BASE AREA - 904</b>  <b>OPEN PORCH FIN - 56</b></p>	

Images



3/26/03



2/19/13

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.

Recorded in Public Records 03/10/2006 at 08:47 AM OR Book 5858 Page 31, Instrument #2006024202, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$27.00

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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: 04-03-0177  
Location: 2500 Lakeview  
(1915 North S Street)  
PR# 172S30-1300-011-036

Albert W Smith  
2500 W Lakeview Avenue  
Pensacola, FL 32505

Carol Washington Smith  
c/o Southern Oaks  
600 W Gregory Street  
Pensacola, FL 32501

Carol Washington Smith  
c/o Jim Roth  
3208 Saddleback Mnt Rd  
Marietta, GA 30062

ORDER

This CAUSE having come before the Office of Environmental Code Enforcement Special Magistrate 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 Magistrate having considered the evidence before him in the form of testimony by the Code Enforcement Officer and the respondent or representative,

*Albert W Smith* as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate

finds that a violation of the Code of Ordinances 30-203(a)(6) & 82-3  
LC 7.07.06(c)

has occurred and continues.

Certified to be a true copy of the original on file in this office  
Witness my hand and official seal  
ERNEE LEE MAGAHA  
Clerk of the Circuit Court  
Escambia County Florida

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: Albert W. Smith shall have until April 11<sup>th</sup>, 2006 to correct the violation and to bring the violation into compliance. Corrective action shall include: complete removal of

ALL contributing CAPACITORS, <sup>either</sup> OBTAIN APPROPRIATE BUILDING PERMITS TO CORRECT ALL VIOLATIONS TO THE STANDARDS OF THE BUILDING CODES IN EFFECT OR OBTAIN A DEMOLITION PERMIT TO REMOVE ALL VIOLATING STRUCTURES, INCLUDING THE PHYSICAL REMOVAL OF DEMOLITION DEBRIS

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 100<sup>00</sup> per day, commencing April 12<sup>th</sup>, 2006.

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 \$ 530<sup>00</sup> are hereby awarded in favor of Escambia County as the prevailing party against ALBERT W. SMITH.

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


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

All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Code Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court Clerk at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of the Order. Failure to timely file a written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 17 day of MARCH, 2006.

  
\_\_\_\_\_  
Jim Messer  
Special Magistrate,  
Office of Environmental Code Enforcement

Source: Escambia County Property Appraiser

← Navigate Mode Account Reference →

[Restore Full Page Version](#)

<b>General Information</b>		<b>2014 Certified Roll Assessment</b>	
<b>Reference:</b>	172S301300011036	<b>Improvements:</b>	\$46,716
<b>Account:</b>	061351000	<b>Land:</b>	\$8,459
<b>Owners:</b>	SMITH ALBERT W	<b>Total:</b>	\$55,175
<b>Mail:</b>	2405 W LAKEVIEW AVE PENSACOLA, FL 32505	<b>Non-Homestead Cap:</b>	\$55,175
<b>Situs:</b>	2500 W LAKEVIEW AVE 32505	<a href="#">Disclaimer</a>	
<b>Use Code:</b>	SINGLE FAMILY RESID	<a href="#">Amendment 1/Portability Calculations</a>	
<b>Taxing Authority:</b>	COUNTY MSTU		
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>		
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector			

<b>Sales Data</b>		<b>2014 Certified Roll Exemptions</b>	
<b>Sale Date</b>	<b>Book Page</b>	<b>Value</b>	<b>Type</b>
02/1991	2975 67	\$53,000	WD
03/1979	1311 170	\$100	WD
01/1911	1161 220	\$25,000	WD
01/1911	1161 219	\$24,000	WD
		<b>Official Records (New Window)</b>	
		<a href="#">View Instr</a>	
		<a href="#">View Instr</a>	
		<a href="#">View Instr</a>	
		<a href="#">View Instr</a>	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller			
		<b>Legal Description</b>	
		LT 11 & N 54 FT LT 12 13 & 14 & E 28 FT OF S 86 FT OF LT 12 BLK 36 HAZELHURST PLAT DB 55 P 262 SEC 17/31 T 2S R 30 OR 29...	
		<b>Extra Features</b>	
		None	

**Parcel Information** [Launch Interactive Map](#)

**Section Map Id:**  
17-2S-30-2

**Approx. Acreage:**  
0.2700

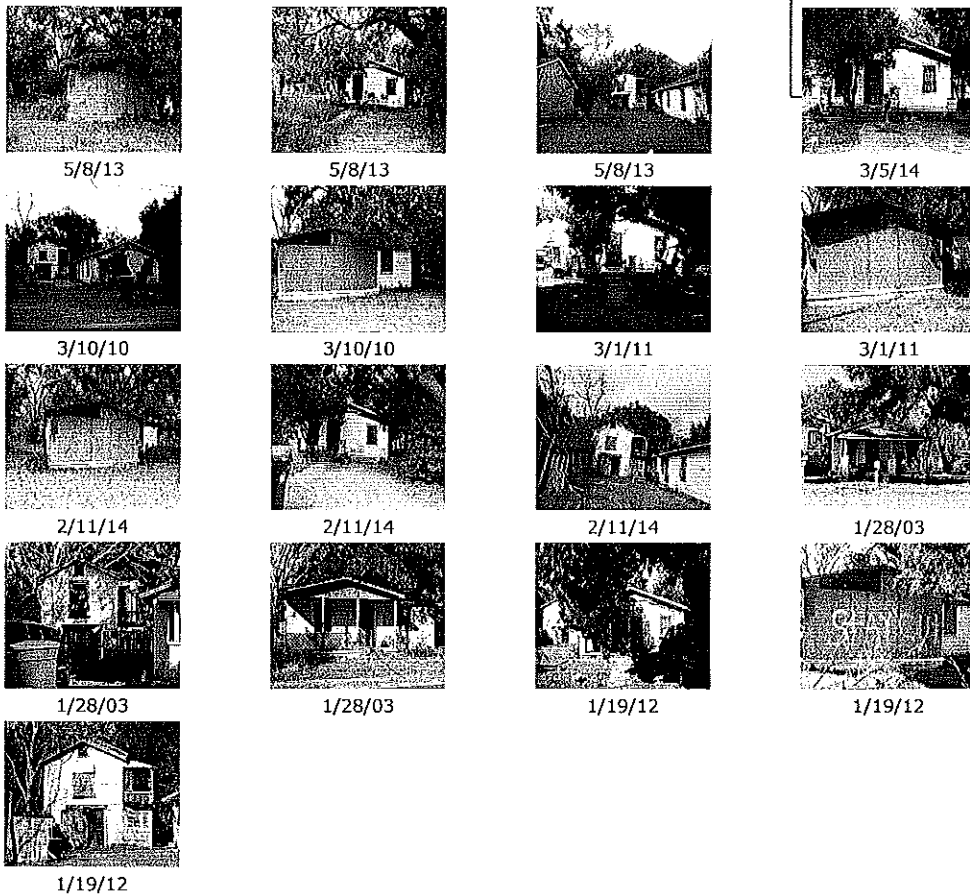
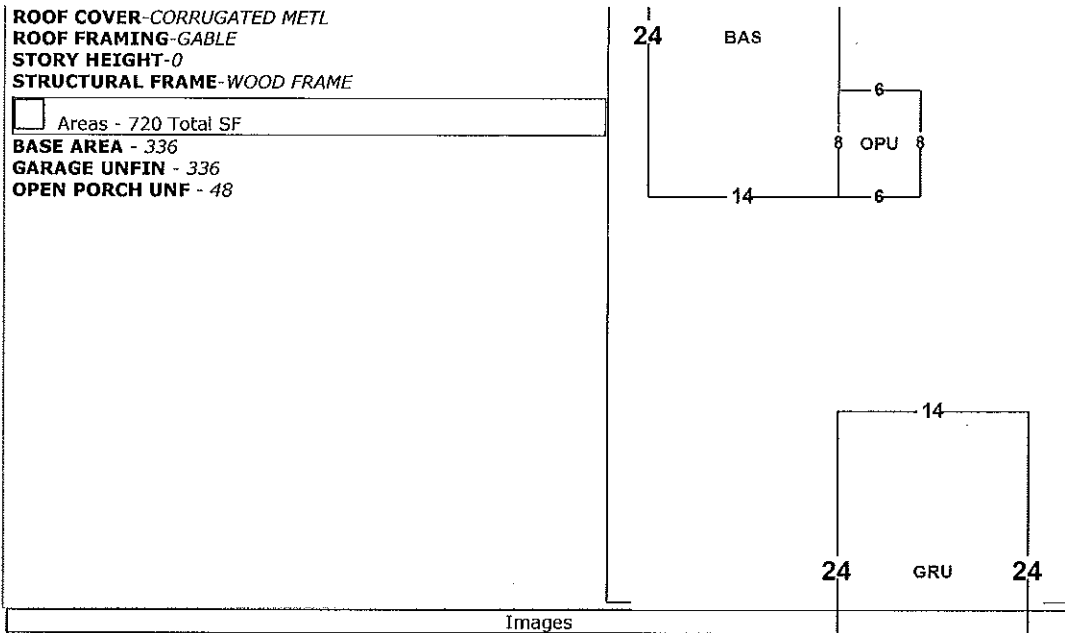
**Zoned:**  
C-2

**Evacuation & Flood Information**  
[Open Report](#)

View Florida Department of Environmental Protection(DEP) Data



Buildings	
Address: 2500 W LAKEVIEW AVE, Year Built: 1938, Effective Year: 1938	
<p><b>Structural Elements</b>  <b>DECOR/MILLWORK-BELOW AVERAGE</b>  <b>DWELLING UNITS-1</b>  <b>EXTERIOR WALL-ASBESTOS SIDING</b>  <b>FLOOR COVER-PINE/SOFTWOOD</b>  <b>FOUNDATION-WOOD/SUB FLOOR</b>  <b>HEAT/AIR-WALL/FLOOR FURN</b>  <b>INTERIOR WALL-DRYWALL-PLASTER</b>  <b>NO. PLUMBING FIXTURES-3</b>  <b>NO. STORIES-1</b>  <b>ROOF COVER-COMPOSITION SHG</b>  <b>ROOF FRAMING-GABLE</b>  <b>STORY HEIGHT-0</b>  <b>STRUCTURAL FRAME-WOOD FRAME</b></p>	
<p>Areas - 1224 Total SF  <b>BASE AREA - 1064</b>  <b>PATIO - 160</b></p>	
Address: 1915 N S ST, Year Built: 1956, Effective Year: 1956	
<p><b>Structural Elements</b>  <b>DECOR/MILLWORK-BELOW AVERAGE</b>  <b>DWELLING UNITS-1</b>  <b>EXTERIOR WALL-CONCRETE BLOCK</b>  <b>FLOOR COVER-PINE/SOFTWOOD</b>  <b>FOUNDATION-SLAB ON GRADE</b>  <b>HEAT/AIR-WALL/FLOOR FURN</b>  <b>INTERIOR WALL-DRYWALL-PLASTER</b>  <b>NO. PLUMBING FIXTURES-3</b>  <b>NO. STORIES-1</b>  <b>ROOF COVER-COMPOSITION SHG</b>  <b>ROOF FRAMING-GABLE</b>  <b>STORY HEIGHT-0</b>  <b>STRUCTURAL FRAME-WOOD FRAME</b></p>	
<p>Areas - 865 Total SF  <b>BASE AREA - 725</b>  <b>BASE SEMI FIN - 90</b>  <b>UTILITY UNF - 50</b></p>	
Address: 2502 W LAKEVIEW AVE, Year Built: 1950, Effective Year: 1950	
<p><b>Structural Elements</b>  <b>DECOR/MILLWORK-BELOW AVERAGE</b>  <b>DWELLING UNITS-1</b>  <b>EXTERIOR WALL-SIDING-BLW.AVG.</b>  <b>FLOOR COVER-PINE/SOFTWOOD</b>  <b>FOUNDATION-WOOD/NO SUB FLR</b>  <b>HEAT/AIR-NONE</b>  <b>INTERIOR WALL-DRYWALL-PLASTER</b>  <b>NO. PLUMBING FIXTURES-3</b>  <b>NO. STORIES-1</b></p>	



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.



# 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-7744**

**Clerk & Comptroller's Report 11. 1.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 03/05/2015

**Issue:** January 2015 Investment Report

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

**Organization:** Clerk & Comptroller's Office

---

## **Recommendation:**

### **Recommendation Concerning Acceptance of the January 2015 Investment Report**

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended January 31, 2015, as required by Ordinance Number 95-13; on January 31, 2015, the portfolio market value was \$273,313,207 and portfolio earnings totaled \$105,864 for the month; the short-term portfolio yield was 0.21%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.10%; the enhanced cash portfolio achieved a total return of 0.16%, which should be compared to the Merrill Lynch 1-3 Year Treasury Index of 0.51%; the long-term CORE portfolio achieved a total return of 0.93%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.01%.

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## **Attachments**

**Jan 2015 Investment Report**

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**INVESTMENT PORTFOLIO SUMMARY REPORT**  
**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INVESTMENT PORTFOLIO SUMMARY REPORT**  
**FISCAL YEAR 2014-2015**  
**January 31, 2015**



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 2014-2015**  
**January 31, 2015**

**INVESTMENT PORTFOLIO COMPOSITION**

SUMMARY OF INVESTMENT ALLOCATION	Market Value	
	December 31, 2014	January 31, 2015
Bank Accounts	\$ 30,022,897	\$ 21,138,913
Money Market Accounts	55,192,080	55,204,887
State Board of Administration	49,209,908	49,217,201
Certificates of Deposit	20,000,000	20,000,000
Money Market Mutual Fund	18,459,543	11,521,319
U.S. Treasury Bond/Notes	47,210,200	47,618,998
Federal Agency Bond/Note	35,602,331	37,917,875
Municipal Bonds	1,501,935	1,509,165
Corporate Notes	19,150,903	19,199,602
Commercial Paper	4,992,287	9,985,247
<b>Total Portfolio Assets:</b>	<b>\$ 281,342,084</b>	<b>\$ 273,313,207</b>
<b>Current Month Earnings:</b>	<b>\$ 234,653</b>	<b>\$ 105,864</b>
<b>Fiscal Year to Date Earnings:</b>	<b>\$ 509,570</b>	<b>\$ 615,434</b>

**SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS**

SHORT TERM PORTFOLIO:	December 31, 2014	January 31, 2015
<b>Market Value</b>	<b>\$ 154,424,885</b>	<b>\$ 145,561,001</b>
<b>Short Term Portfolio Yield:</b>	<b>0.19%</b>	<b>0.21%</b>
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.10%	0.10%
<b>Fiscal YTD Earnings:</b>	<b>\$ 48,504</b>	<b>\$ 73,912</b>

ENHANCED CASH PORTFOLIO:	December 31, 2014	January 31, 2015
<b>Market Value</b>	<b>\$ 40,006,039</b>	<b>\$ 40,068,755</b>
<b>Enhanced Cash Portfolio Yield to Maturity at Cost:</b>	<b>0.39%</b>	<b>0.34%</b>
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.64%	0.44%
<b>Enhanced Cash Portfolio Total Return:</b>	<b>-0.05%</b>	<b>0.16%</b>
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	-0.24%	0.51%
<b>Effective Duration (Years)</b>	<b>1.24</b>	<b>1.09</b>
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.82	1.80
<b>Fiscal YTD Earnings:</b>	<b>\$ 24,176</b>	<b>\$ 34,285</b>

LONG TERM CORE PORTFOLIO:	December 31, 2014	January 31, 2015
<b>Market Value</b>	<b>\$ 86,911,160</b>	<b>\$ 87,683,451</b>
<b>CORE Portfolio Yield to Maturity at Cost:</b>	<b>1.02%</b>	<b>1.03%</b>
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.64%	0.67%
<b>CORE Portfolio Total Return:</b>	<b>-0.33%</b>	<b>0.93%</b>
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	-0.33%	1.01%
<b>Effective Duration (Years)</b>	<b>2.49</b>	<b>2.44</b>
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.64	2.62
<b>Fiscal YTD Earnings:</b>	<b>\$ 436,890</b>	<b>\$ 507,236</b>



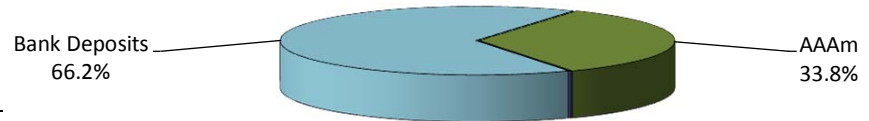
**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
INVESTMENT PORTFOLIO REPORT  
FISCAL YEAR 2014-2015  
January 31, 2015**

**SHORT TERM INVESTMENT PORTFOLIO:**

**PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:**

<u>Investment Type</u>	<u>Market Value</u>	<u>Percent Allocation</u>
Bank of America Checking Account	\$ 21,138,913	14.5%
Money Market Accounts	55,204,887	37.9%
Certificates of Deposit	20,000,000	13.7%
State Board of Administration	49,217,201	33.8%
<b>Total Short Term Portfolio Assets:</b>	<b>\$ 145,561,001</b>	<b>100.0%</b>

**Short Term Portfolio Credit Quality**



**LONG TERM INVESTMENT PORTFOLIO:**

**PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:**

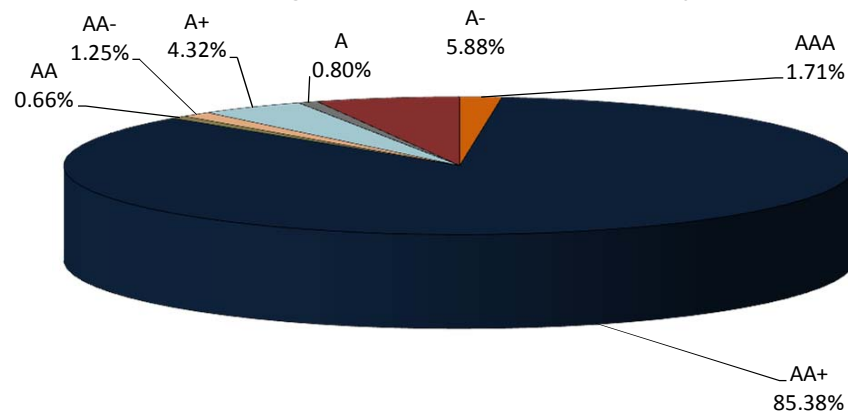
<u>Investment Type</u>	<u>Market Value</u>	<u>Percent Allocation</u>
U.S. Treasury Bond / Note	\$ 37,098,061	42.3%
Federal Agency Bond / Note	33,406,722	38.1%
Municipal Obligations	1,509,165	1.7%
Corporate Note	15,399,644	17.6%
Money Market Mutual Fund - Federated Government	269,859	0.3%
<b>Total Long Term Core Portfolio Assets:</b>	<b>\$ 87,683,451</b>	<b>100.0%</b>

**ENHANCED CASH INVESTMENT PORTFOLIO:**

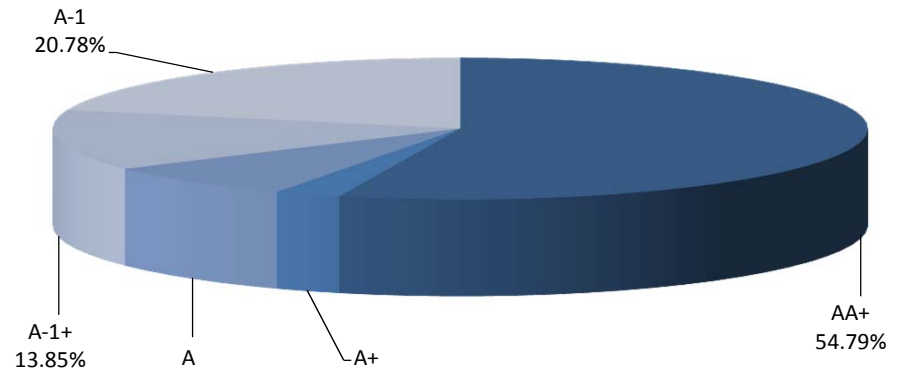
**PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:**

<u>Investment Type</u>	<u>Market Value</u>	<u>Percent Allocation</u>
U.S. Treasury Bond / Note	\$ 10,520,937	26.3%
Federal Agency Bond / Note	4,511,153	11.3%
Corporate Note	3,799,958	9.5%
Commercial Paper	9,985,247	24.9%
Money Market Mutual Fund - Federated Government	11,251,460	28.1%
<b>Total Enhanced Cash Portfolio Assets:</b>	<b>\$ 40,068,755</b>	<b>100.0%</b>

**Long Term Core Portfolio Credit Quality**



**Enhanced Cash Portfolio Credit Quality**





**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INVESTMENT POLICY COMPLIANCE REPORT**  
**FISCAL YEAR 2014-2015**  
**January 31, 2015**

<b>Security Type</b>	<b>Market Value</b>	<b>Percent Allocation</b>	<b>Permitted by Policy</b>	<b>In Compliance</b>
Florida Prime (SBA)	\$ 49,217,201	18.0%	25%	Yes
United States Treasury Securities	47,618,998	17.4%	100%	Yes
Federal Instrumentalities	37,917,875	13.9%	100%	Yes
Certificates of Deposit	20,000,000	7.3%	20%	Yes
Savings Accounts	55,204,887	20.2%	100%	Yes
Commercial Paper	9,985,247	3.7%	25%	Yes
Corporate Notes	19,199,602	7.0%	20%	Yes
State and/or Local Government Debt	1,509,165	0.6%	25%	Yes
Bank Accounts - Bank of America	21,138,913	7.7%	100%	Yes
Money Market Mutual Fund	11,521,319	4.2%	50%	Yes
<b>Total Investment Holdings</b>	<b>\$ 273,313,207</b>	<b>100.0%</b>		

<b>Individual Issuer Breakdown</b>	<b>Market Value</b>	<b>Percent Allocation</b>	<b>Permitted by Policy</b>	<b>In Compliance</b>
American Express Co	2,505,455	0.9%	5%	Yes
American Honda Finance	906,205	0.3%	5%	Yes
Apple Inc. Corporate Notes	730,725	0.3%	5%	Yes
Bank Accounts - Bank of America	21,138,913	7.7%	100%	Yes
Bank of New York Mellon Corporate Notes	750,893	0.3%	5%	Yes
Bank of Tokyo Commercial Paper	1,997,033	0.7%	10%	Yes
Calleguas Water District, CA REV Bond	1,509,165	0.6%	10%	Yes
Caterpillar Corporate Notes	1,456,159	0.5%	5%	Yes
Centennial Bank Certificate of Deposit	10,000,000	3.7%	10%	Yes
Coca-Cola Co. Commercial Paper	1,996,978	0.7%	10%	Yes
Coca-Cola Company	581,855	0.2%	5%	Yes
Federal Home Loan Bank (FHLB)	9,389,364	3.4%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	8,906,398	3.3%	25%	Yes
Federal National Mortgage Association (FNMA)	19,622,113	7.2%	25%	Yes
Fidelity Institutional Government MMF	11,521,319	4.2%	25%	Yes
Florida Prime (SBA)	49,217,201	18.0%	25%	Yes
General Electric Corporate Notes	4,034,693	1.5%	5%	Yes
Hancock Bank	22,535,308	8.2%	10%	Yes
John Deere Corporate Notes	767,627	0.3%	5%	Yes
JP Morgan Chase Corporate Notes	769,920	0.3%	5%	Yes
MUFG Union Bank Commercial Paper	1,997,122	0.7%	10%	Yes
Pepsico, Inc.	2,680,163	1.0%	5%	Yes
Servisfirst Bank	25,127,211	9.2%	10%	Yes
Sumitomo Mitsui Trust NY Commercial Paper	1,997,116	0.7%	10%	Yes
Summit Bank Money Market Account	17,542,368	6.4%	10%	Yes
Toyota Corporate Notes	1,103,799	0.4%	5%	Yes
Toyota Motor Credit Commercial Paper	1,996,997	0.7%	10%	Yes
United States Treasury Securities	47,618,998	17.4%	100%	Yes
Wells Fargo & Company Corporate Notes	2,912,108	1.1%	5%	Yes
<b>Total Investment Holdings</b>	<b>\$ 273,313,207</b>	<b>100.0%</b>		



# 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-7723**

**Clerk & Comptroller's Report 11. 2.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 03/05/2015

**Issue:** Write-off of Returned Checks

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

**Organization:** Clerk & Comptroller's Office

---

**Recommendation:**

**Recommendation Concerning Write-off of Return Checks**

That the Board adopt the Resolution authorizing the write-off of \$153.20 of returned checks in various funds of the County that have been determined to be uncollectible bad debts.

---

**Attachments**

**March 5, 2015 Uncollectible Resolution**

---



RESOLUTION R2015-

**WHEREAS**, certain returned checks and other receivables totaling \$153.20 are owed to the various funds of Escambia County for services furnished to the persons named on the list which is attached hereto (Attachment "A") and made a part hereof by reference and have been determined to be uncollectible bad debts.

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

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

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

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

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Steven Barry  
Chair

ATTEST:

HONORABLE PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER

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

Adopted:

## ATTACHMENT "A"



### INTER-OFFICE MEMORANDUM

**TO:** Honorable Pam Childers  
Clerk of the Circuit Court

**THRU:** Lorraine Hudson  
Manager, Treasury/Payroll

**FROM:** Betsy H Wooten  
Accountant, Treasury

**DATE:** February 12, 2015

**SUBJECT:** Returned Checks and Receivables Write-Off  
Ended 01/31/2015

The following is a list of all outstanding returned checks greater than 120 days old (prior to September 30, 2014) and uncollectible receivables at January 31, 2015. All phases of the collection process have been attempted and have been determined to be uncollectible. This write-off allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt.

<u>Name</u>	<u>Date of Return</u>	<u>Fund</u>	<u>Amount</u>
Joyce McCraney	09/08/2014	001	\$ 55.00
Burdette S. Burton	09/18/2014	113	\$ 3.20
Angela Buford	09/29/2014	001	\$ 95.00
<b>Total Checks</b>			<b>\$ 153.20</b>

<b>Grand Total</b>	<b>\$ 153.20</b>
--------------------	------------------



# 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-7791**

**Clerk & Comptroller's Report 11. 3.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 03/05/2015

**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. Closing documents relative to the sale and surplus of real property, located in the 2200 Block of West Main Street, to James L. and Vonda O. Phetteplace, as approved by the Board on April 10, 2007, and received in the Clerk to the Board's Office on February 13, 2015; and

B. The Northwest Florida Water Management District (NFWWMD) Consolidated Annual Report, as provided by Christina Coger, AICP, Program Manager, Resource Planning, NFWWMD, and received in the Clerk to the Board's Office, via e-mail, on February 25, 2015.

---

**Attachments**

Closing Documents

NFWWMD Annual Report

---



**ESCAMBIA  
COUNTY**

**INTER-OFFICE MEMORANDUM**

**TO:** Liz Carew, Deputy Clerk to the Board

**FROM:** Beth Larrien, Administrative Assistant to  
Stephen G. West, Senior Assistant County Attorney

**DATE:** February 13, 2015

**RE:** Sale of Surplus Property in the 2200 Block of West Main Street  
to James and Vonda Phetteplace  
BCC Approved: 4/10/2007

The real property closing for the County's sale of property Property in the 2200 Block of West Main Street has been completed. Attached are the below listed documents for filing with the Board records.

1. Copy of deed from the County to the Phetteplaces recorded in OR Book 7299 at page 1891.
2. Original Settlement Statement.
3. Original Satisfaction of Conditions Precedent to Closing.
4. Original Contract for Sale and Purchase.

If you have any questions, do not hesitate to give me a call.

/el

Attachments

cc: Tara Cannon, OMB, Property Division  
Lorraine Hudson, Clerk's Finance Division

2015 FEB 13 P 2:45  
CLERK OF THE BOARD OF  
COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FL.

This document was prepared by:  
Stephen G. West, Senior Assistant County Attorney  
Escambia County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502  
(850) 595-4970

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2015011465 02/13/2015 at 11:10 AM  
OFF REC BK: 7299 PG: 1891 - 1891 Doc Type: D1  
RECORDING: \$10.00 Deed Stamps \$5.60

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**DEED**

THIS DEED is made this 12<sup>th</sup> day of February, 2015, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor), and James L. Phetteplace and Vonda O. Phetteplace, husband and wife, whose address is 606 South Pace Boulevard, Pensacola, Florida 32502 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of Eight Hundred Dollars (\$800.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, the following described land in Escambia County, Florida:

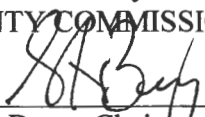
The West 10 feet of the East 15 feet of the South 65 feet of Lot 5, Block 159, Maxent Tract. Deed Book 99 page 508. (Account No.15-3598-100)

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2015 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

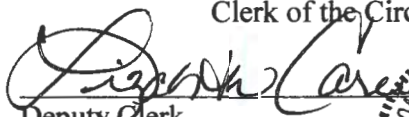
GRANTOR RESERVES an undivided 3/4 interest in, and title in and to an undivided 3/4 interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided 1/2 interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop the same.

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


ESCAMBIA COUNTY, FLORIDA by and  
through its duly authorized BOARD OF  
COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Steven Barry, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

BCC Approved: 4/10/2007



Date Executed  
2/12/2015

## Settlement Statement

**BUYERS:** James L. and Vonda O. Phetteplace  
**SELLER:** Escambia County, Florida  
**PROPERTY:** 2200 Blk of W. Main Street (Acct No. 15-3598-100)  
**DATE:** February 13, 2015

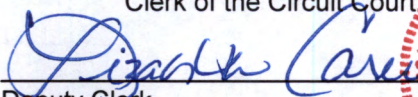
### CLOSING EXPENSES

	Paid from BUYERS' Funds at Settlement	Paid from SELLER'S Funds at Settlement
2015 Ad Valorem Taxes (prorated)	POC	EXEMPT
Recording Fees:		
Deed (2 pages)	\$ 10.00	
Documentary Stamp Tax:		
Deed (.70 per \$100)	\$5.60	\$ -
Title Insurance	POC	
Seller's Attorney Fees	\$ 230.00	
<b>TOTAL CLOSING EXPENSES:</b>	<b>\$ 245.60</b>	<b>\$ -</b>
Purchase Price due from Buyers	\$ 800.00	
Less Bid Deposit	\$ 80.00	
Purchase Price due from Buyers	\$ 720.00	
<b>TOTAL AMOUNT TO CLOSE</b>	<b>\$ 965.60</b>	<b>\$ -</b>


THE UNDERSIGNED CLOSING ATTORNEY REPRESENTS THE SELLER IN THIS TRANSACTION AND DOES NOT UNDERTAKE TO PROVIDE ADVICE OR LEGAL REPRESENTATION TO THE BUYERS.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

**SELLER:**  
 ESCAMBIA COUNTY, FLORIDA, by and  
 through its duly authorized BOARD OF  
 COUNTY COMMISSIONERS

ATTEST: Pam Childers  
 Clerk of the Circuit Court  
  
 Deputy Clerk



  
 \_\_\_\_\_  
 Steven Barry, Chairman

Date Executed

2/12/2015

BCC Approved: 4/10/2007

**BUYERS:**

*Douglas Dieder*

Witness

Douglas Dieder

Print Name

*M. Todd Cunningham*

Witness

M. Todd Cunningham

Print Name

*Douglas Dieder*

Witness

Douglas Dieder

Print Name

*M. Todd Cunningham*

Witness

M. Todd Cunningham

Print Name

*James L. Phetteplace*

James L. Phetteplace

*Vonda O. Phetteplace*

Vonda O. Phetteplace

**DISBURSEMENTS**

Amounts Received from:

Buyers:

\$ 965.60

Seller:

\$ -

**Total Received:**

\$ 965.60

Amounts Disbursed to:

Pam Childers, Clerk of Court (Doc Stamps & Recording Fees)

\$ 15.60

Escambia County, Florida (Purchase Price & Seller's Attorney Fees)

\$ 950.00

**Total Disbursed:**

\$ 965.60

*Stephen G. West*  
Stephen G. West, Senior Assistant County Attorney

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 12<sup>th</sup> day of February, 2015.

**SELLER:**  
ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers  
Clerk of the Circuit Court

[Signature]  
Deputy Clerk



BCC Approved: 4/10/2007

[Signature]  
By: Steven Barry, Chairman

Executed by Buyers on the 6 day of FEBRUARY, 2015.

Witness [Signature]  
Print Name Douglas Dierde

Witness [Signature]  
Print Name G. Todd Cunningham

Witness [Signature]  
Print Name Douglas Dierde

Witness [Signature]  
Print Name G. Todd Cunningham

**BUYERS:**  
[Signature]  
By: James L. Phetteplace

[Signature]  
By: Vonda O. Phetteplace



## AGREEMENT FOR SALE AND PURCHASE

12th THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this day of February, 2015, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and James L. Phetteplace and Vonda O. Phetteplace, whose address is 606 S. Pace Boulevard, Pensacola, Florida 32502 (Buyers).

### WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below:

The West 10 feet of the East 15 feet of the South 65 feet of Lot 5,  
Block 159, Maxent Tract. Deed Book 99 page 508.  
Account number 15-3598-100

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on April 10, 2007, Seller approved the sale of the Property; and

WHEREAS, Seller and Buyers now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyers, and Buyers agree to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.
2. Purchase Price and Method of Payment. The purchase price for the Property is Eight Hundred Dollars (\$800.00) and must be paid by certified or official check at closing.
3. Evidence of Title. Seller shall transfer and convey to Buyers fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyers may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyers except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyers with a title insurance commitment.

If Buyers determine title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyers shall notify Seller in writing no later than five days

after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyers in writing prior to closing. Buyers and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyers may waive Title Defects and proceed with closing; or Buyers and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyers agree that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyers.

4. Survey. Buyers may obtain a survey of the Property prior to closing at Buyers' expense. Buyers must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. Financing. Within five days of execution of this Agreement, Buyers must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyers shall notify Seller in writing if Buyers are unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyers to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. Possession. Possession of the Property will be surrendered by Seller to Buyers at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyers represent that it is a knowledgeable buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyers will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyers' inspections and investigations. Seller sells and conveys to Buyers and Buyers accept the Property "As Is, Where Is," with all faults and there are no oral

agreements, warranties or representations collateral to or affecting the Property to Buyers by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyers must provide notice to Seller and coordinate with Seller's designee. Buyers must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyers, and its agents and consultants, have the right to enter upon the Property and undertake at Buyers' expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyers consider necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyers shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyers that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyers, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyers of its entry rights.

9. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10. Conveyance of Property. At closing, Seller will convey to Buyers title to the Property by deed, which will identify the following exceptions to title:

- a. Ad valorem real property taxes and assessments for the year 2015 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.
- b. Reservation of an undivided  $\frac{3}{4}$  interest in, and title in and to an undivided  $\frac{3}{4}$  interest in, all the phosphate, minerals and metals that are or may be in, on,

or under the Property and an undivided ½ interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyers accept title as it exists on the day title is transferred from Seller to Buyers unless written notice has been provided to Seller in accordance with Section 3.

11. Closing. Subject to satisfaction of the obligations of Seller and Buyers as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 30 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. Costs and Expenses at Closing. Upon closing, Seller and Buyers shall pay the following costs and expenses:

SELLER	BUYERS
_____	<input checked="" type="checkbox"/> Deed Documentary Stamps
_____	<input checked="" type="checkbox"/> Survey, if any
_____	<input checked="" type="checkbox"/> Recording (Deed)
_____	<input checked="" type="checkbox"/> County Attorney's Fees (Document Preparation)
_____	<input checked="" type="checkbox"/> Title Insurance, if any
_____	<input checked="" type="checkbox"/> Structural and Environmental Inspections, if any
_____	<input checked="" type="checkbox"/> Real Estate Professional Fee or Commission, if any

13. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

- a. Buyers are responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyers at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.
- b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyers'

proposed construction on, or development of, the Property will be paid solely by Buyers.

14. Conditions Precedent to Closing. The obligation of Buyers to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

- a. Prior to closing, all obligations of Seller and Buyers in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyers in writing or as otherwise provided in this Agreement.
- b. Within the time provided in the Agreement, Buyers will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyers.
- c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.
- d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyers' purchase and Seller's sale of the Property under the Agreement.
- e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.
- f. The results of inspections, investigations and inquiries Buyers have made with respect to the Property are, in Buyers' sole opinion and in Buyers' sole discretion, acceptable to Buyers.

If one or more of the above requirements precedent to Buyers' obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyers or by the terms of this Agreement on or before the closing date for any reason, then Buyers are entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. Assignability. This Agreement cannot be assigned by Buyers without the prior

written consent of Seller.

16. Litigation and Attorneys' Fees. Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.

17. Time of the Essence. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.

18. Counterparts. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.

19. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyers and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

20. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.

21. Brokerage. Seller and Buyers acknowledge, represent and warrant to each other that no broker or finder has been employed in connection with the sale and purchase contemplated in the Agreement.

22. Default and Termination. If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

23. Notices. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyers at the following addresses:

TO THE SELLER:

Escambia County  
County Administrator  
221 Palafox Place  
Pensacola, Florida 32502

TO THE BUYERS:

James L. and Vonda O. Phetteplace  
606 S. Pace Boulevard  
Pensacola, FL 32502

WITH A COPY TO:

County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. Further Assurances. Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

25. Relationship of the Parties. Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyers and Seller.

26. Risk of Loss. The risk of loss to the property is the responsibility of Seller until closing.

27. Property Tax Disclosure Summary. Buyers should not rely on the Seller's current property taxes as the amount of property taxes that the Buyers may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

28. Miscellaneous. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

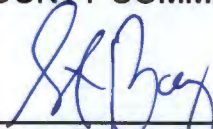
IN WITNESS WHEREOF, Seller and Buyers have made and executed this Agreement as of this date and year first above written.

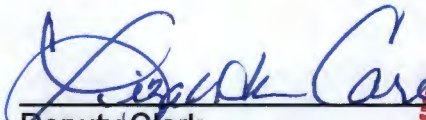
SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

**SELLER:**

ESCAMBIA COUNTY, FLORIDA by and  
through its duly authorized BOARD OF  
COUNTY COMMISSIONERS

ATTEST: Pam Childers  
Clerk of the Circuit Court

  
\_\_\_\_\_  
Steven Barry, Chairman


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



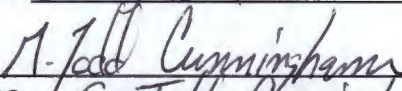
BCC Approved: April 10, 2007

Date Executed  
2/12/2015

**BUYERS:**

Witness   
\_\_\_\_\_  
Print Name Douglas D. Darden

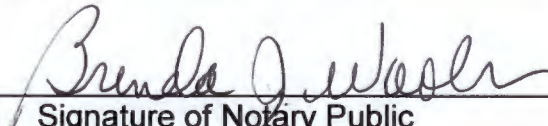
  
\_\_\_\_\_  
James L. Phetteplace

Witness   
\_\_\_\_\_  
Print Name G. Todd Cunningham

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of February, 2015, by James L. Phetteplace who  is personally known to me,  produced current \_\_\_\_\_ as identification.

BRENDA J. WOOLUM  
Notary Public-State Of FL  
Comm. Exp. April 26, 2017  
Comm. No. EE 875678

  
\_\_\_\_\_  
Signature of Notary Public  
Brenda J. Woolum  
\_\_\_\_\_  
Printed Name of Notary Public

(Notary Seal)



Witness *Douglas Dierda*  
Print Name Douglas Dierda

*Vonda O. Phetteplace*  
Vonda O. Phetteplace

Witness *G. Todd Cunningham*  
Print Name G. Todd Cunningham

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of February, 2015, by Vonda O. Phetteplace who  is personally known to me,  produced current \_\_\_\_\_ as identification.

BRENDA J. WOOLUM  
Notary Public-State Of FL  
Comm. Exp. April 26, 2017  
Comm. No. EE 875678

*Brenda J. Woolum*  
Signature of Notary Public

Brenda J. Woolum  
Printed Name of Notary Public

(Notary Seal)

## Liz Carew (COC)

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**From:** Christina Coger <Christina.Coger@nfwwater.com>  
**Sent:** Wednesday, February 25, 2015 4:10 PM  
**To:** Adam Blalock; Hon. Alan Hays; Ben Albritton; Hon. Charles Dean Sr. ; Hon. Dan Raulerson ; Hon. Dorothy Hukill ; Jamie DeLoach; Hon. Jeanette Nunez; Joseph Abruzzo; Karen Camechis ; Linda Clemens ; Marianne Gengenbach; Hon. Matt Caldwell; Hon. Matt Gaetz; Mike Atchley ; Noah Valenstein ; Pepper Uchino; Richard Corcoran ; Stephanie Massengale; Hon. Tom Goodson ; Hon. Tom Lee ; Ex-Officio Clerk, BCC - Bay; Ex-Officio Clerk, BCC - Calhoun; Liz Carew (COC); Ex-Officio Clerk, BCC - Franklin ; Ex-Officio Clerk, BCC - Gadsden; Ex-Officio Clerk, BCC - Gulf; Ex-Officio Clerk, BCC - Holmes; Ex-Officio Clerk, BCC - Jackson ; Ex-Officio Clerk, BCC - Jefferson; Ex-Officio Clerk, BCC - Leon ; Ex-Officio Clerk, BCC - Liberty; Ex-Officio Clerk, BCC - Okaloosa; Ex-Officio Clerk, BCC - Santa Rosa ; Ex-Officio Clerk, BCC - Wakulla; Ex-Officio Clerk, BCC - Walton; Ex-Officio Clerk, BCC - Washington; Angus "Gus" Andrews ; Gary Clark; George Roberts ; Jerry Pate; John Alter; Jon Costello ; Marc Dunbar ; Nick Patronis; Samuel "Bo" Spring  
**Cc:** Brett Cyphers; Guy Gowens; Nick Wooten; Paul Thorpe; Karen Kebart; Wendy Dugan; Bill Cleckley; Michael Edgar; Amanda Bedenbaugh; Breck@Penningtonlawfirm.com  
**Subject:** NFWFMD March 1, 2015 Consolidated Annual Report  
**Attachments:** NFWFMD 2015 Consolidated Annual Report.pdf; Distribution List\_2015.pdf

To: Distribution (attached)

### **RE: NFWFMD Consolidated Annual Report**

The Northwest Florida Water Management is pleased to submit its March 1, 2015, Consolidated Annual Report, in accordance with Chapter 373.036(7), Florida Statutes. The report is attached as a PDF file. It is also posted on the District's website at <http://www.nfwfmd.state.fl.us/data-publications/reports-plans/consolidated-annual-reports/>. The report includes the following elements:

1. Strategic Water Management Plan Annual Work Plan Report;
2. Minimum Flows and Levels Annual Priority List;
3. Annual Five-Year Capital Improvement Plan;
4. Five-Year Water Resource Development Work Program;
5. Alternative Water Supplies Annual Report;
6. Florida Forever Water Management District Work Plan Annual Report;
7. Mitigation Donation Annual Report;
8. Surface Water Improvement and Management Program Summary Report.

To request a hard copy of the report, please contact Karen Kebart at (850) 539-5999 or [karen.kebart@nfwwater.com](mailto:karen.kebart@nfwwater.com). We welcome any comments or questions you or your staff may have concerning this document.

Sincerely,  
*Christina Coger, AICP*  
Program Manager, Resource Planning  
Northwest Florida Water Management District  
(850) 539-5999

Northwest Florida Water Management District

# Consolidated Annual Report

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Annual Report 2015-01

March 1, 2015



**Northwest Florida Water Management District**

# **Consolidated Annual Report**

**March 1, 2015**



**Cover Photo: Mist rising on the Wakulla River (K. Barrios, NFWMD)**

## GOVERNING BOARD

GEORGE ROBERTS, Chair  
Panama City

JERRY PATE, Vice Chair  
Pensacola

JOHN ALTER, Secretary-Treasurer  
Malone

GUS ANDREWS  
DeFuniak Springs

MARC DUNBAR  
Tallahassee

GARY CLARK  
Chipley

JON COSTELLO  
Tallahassee

NICK PATRONIS  
Panama City Beach

BO SPRING  
Port St. Joe

---

BRETT CYPHERS  
*Executive Director*

---

### Headquarters

81 Water Management Drive  
Havana, Florida 32333-4712  
(850) 539-5999

### Tallahassee

(Environmental Resource Permitting)  
Carr Building, Suite 225  
3800 Commonwealth Blvd., MS LS225  
Tallahassee, FL 32399  
(850) 921-2986

### Crestview

(Resource Regulation)  
180 E. Redstone Avenue  
Crestview, Florida 32539  
(850) 683-5044

### Milton

(Land Management)  
5453 Davisson Road  
Milton, FL 32583  
Tel. (850) 626-3101

### Marianna

(Land Management)  
4765 Pelt Street  
Marianna, FL 32446  
(850) 482-9522

### Econfina

(Land Management)  
6418 E. Highway 20  
Youngstown, FL 32466  
(850) 722-9919

This report is available at: [www.nwfwater.com](http://www.nwfwater.com). For additional information or to request a copy of this report, please contact Christina Coger at [Christina.Coger@nwfwater.com](mailto:Christina.Coger@nwfwater.com) or (850) 539-5999.

## Executive Summary

This Consolidated Annual Report fulfills the requirement of section 373.036(7)(a), Florida Statutes (F.S.), that the Northwest Florida Water Management District (NFWWMD or District) annually prepare and submit a report on management of water resources to the Governor, the President of the Senate, and the Speaker of the House of Representatives. Copies are provided to the chairs of legislative committees with substantive or fiscal jurisdiction over water management districts and the governing boards of counties with jurisdiction or deriving funds for operations of the District, as well as the Florida Department of Environmental Protection (FDEP). The report is also made available to the public online at [www.nfwwater.com/data-publications/reports-plans/consolidated-annual-reports/](http://www.nfwwater.com/data-publications/reports-plans/consolidated-annual-reports/).

The March 1, 2015, NFWWMD Consolidated Annual Report includes seven required reports, as specified in section 373.036(7)(b), F.S. These are:

- The Strategic Water Management Plan Annual Work Plan Report;
- The Minimum Flows and Levels Annual Priority List (section 373.042(2), F.S.);
- The Annual Five-Year Capital Improvement Plan (section 373.536(6)(a)3, F.S.);
- The Five-Year Water Resource Development Work Program (section 373.536(6)(a)4, F.S.);
- The Alternative Water Supplies Annual Report (section 373.707(8)(n), F.S.);
- The Florida Forever Work Plan Annual Report (section 373.199(7), F.S.); and
- The Mitigation Donation Annual Report (section 373.414(1)(b)2, F.S.).

Also included is one optional element, a Surface Water Improvement and Management (SWIM) Program Summary Report that describes projects implemented to protect and improve water quality and watershed resources.

Together, the reports that follow provide the status of Northwest Florida Water Management District programs that work toward the protection, restoration, and sustainability of northwest Florida's water and related resources. Priorities adopted by the Governing Board in the fiscal year (FY) 2014-2015 budget and outlined in the preliminary FY 2015-2016 budget are springs restoration and protection, Apalachicola-Chattahoochee-Flint River Basin, minimum flows and levels and water resource monitoring, water supply, and watershed resource protection and restoration. Highlights of the reports are:

- **Spring Protection and Restoration** – The Williford Spring restoration project commenced in May 2014. This \$1.55 million project involves sediment removal, spring shoreline restoration and protection, providing stabilized public access to the spring, and recreation and access improvements. These include a new pervious parking area, boardwalks, connector and interpretive trails, three picnic pavilions (including one larger pavilion for special events), and a canoe tie-up dock that will help prevent future impacts by directing the tying-up of canoes away from the spring run and spring pool areas. The project is scheduled for completion in or before May 2015. Additionally, a new public access point was developed on Holmes Creek at Burnt Sock Landing in Washington County, providing an upstream improved launching point for canoes, kayaks and small boats. **(Chapter One – Strategic Water Management Plan Annual Work Plan Report)**

- **Minimum Flows and Levels (MFLs)** – The District continues to work expeditiously to develop minimum flows and levels in Northwest Florida. Activities are underway to support MFL development for five water bodies: St. Marks River Rise, Wakulla Spring, Sally Ward Spring system, Jackson Blue Spring and the coastal Floridan aquifer in planning Region II (Okaloosa, Santa Rosa, and Walton counties). Enhanced data collection, including the construction of 15 new monitor wells and nine surface water stations, is ongoing throughout the region and work plans describing the MFL development process, proposed technical analyses, and schedules are being finalized for Jackson Blue Spring and the coastal Floridan aquifer in planning Region II. During 2014-2015, enhanced data collection, including the construction of additional monitor wells, will commence for Jackson Blue Spring and the coastal Floridan aquifer in Region II, and data collection and the development of hydrologic models will continue for the St. Marks River Rise, Wakulla Springs, and Sally Ward Spring system. **(Chapter Two – Minimum Flows and Levels Annual Priority List)**
- **Apalachicola-Chattahoochee-Flint (ACF) Rivers Basin** – District staff provided substantial technical support to the state of Florida in its effort to achieve sufficient interstate freshwater allocations to protect the economic and ecological viability of the Apalachicola River and Bay. The District also continued to help local governments implement stormwater retrofit projects to improve water quality in Apalachicola Bay. **(Chapter One – Strategic Water Management Plan Annual Work Plan Report)**
- **Water Supply Development** – In FY 2013-2014, the District rolled out a competitive grant program, the Water Supply Development Community Assistance Initiative, providing \$10 million to local governments and utilities to meet local water supply needs. All 24 funded projects have been initiated, with scheduled completion during FY 2015-2016. Early in FY 2014-2015, an additional \$8 million in grant funding was awarded to 26 entities. The resulting projects are expected to be completed by the end of FY 2016-2017. **(Chapter One – Strategic Water Management Plan Annual Work Plan Report; Chapter Four – Water Supply)**
- **Water Supply Assessment (WSA)** – A five-year update to the WSA has been completed and was presented to the Governing Board in February 2014. The report provides a comprehensive assessment of the adequacy of water supplies across northwest Florida and identifies regions that require regional water supply planning. **(Chapter Four – Water Supply)**
- **Regional Water Supply Planning** – The District completed an update to the Region III (Bay County) Regional Water Supply Plan (RWSP) in March 2014. Regional water supply plan implementation continues for Region II (Santa Rosa, Okaloosa, and Walton counties). **(Chapter Four – Water Supply)**
- **Agricultural Best Management Practices (BMPs)** – The District continued cooperative assistance for the Mobile Irrigation Laboratory and Sod-Based Crop Rotation programs that promote water conservation and reduced use of pesticide and fertilizer. The initiative began in FY 2013-2014 and included funding agricultural BMPs and irrigation retrofits in the Jackson Blue Spring basin. The initiative has been very successful and is continuing in FY 2014-2015. **(Chapter One – Strategic Water Management Plan Annual Work Plan Report)**
- **Habitat Restoration** – Extensive restoration activities were completed on District lands and other public lands across northwest Florida. These include streambank restoration, reforestation and groundcover habitat restoration, and hydrologic restoration. **(Chapter Five – Florida Forever Work Plan Annual Report)**



- **Water Quality Protection and Restoration** – The District continues to work with local governments in the Apalachicola River and Bay and St. Andrew Bay watersheds to implement stormwater retrofit projects for water quality improvement. Staff have also assisted with RESTORE Act planning and have completed design of stormwater projects funded by MOEX Offshore, LLC, to benefit St. Andrew and Choctawhatchee bays (**Chapter Seven – Surface Water Improvement and Management Program Summary Report**)
- **Water Resource Monitoring** – Expansion of the District’s water resource monitoring network continued. This network is essential for water resource and water supply development, MFLs, and watershed protection and restoration. The District also completed the implementation of an enhanced hydrologic database management system in order to increase staff productivity and improve access. (**Chapter One – Strategic Water Management Plan Annual Work Plan Report; Chapter Four – Water Supply**)
- **Flood Protection and Floodplain Management** – The development of digital flood maps for northwest Florida counties was completed in September 2014. The District continues to assist FEMA with public outreach and stakeholder coordination in the watershed Risk Mapping, Assessment and Planning (Risk MAP) program. District websites provide detailed floodplain information ([www.portal.nfwmdfloodmaps.com](http://www.portal.nfwmdfloodmaps.com)), and elevation data ([www.nfwmdlidar.com](http://www.nfwmdlidar.com)) for the public. (**Chapter One – Strategic Water Management Plan Annual Work Plan Report**)
- **Environmental Resource Permitting (ERP) Permitting** – In FY 2013-2014, the District reduced the annualized median in-house processing time of all ERP authorizations combined (individuals, exemptions, noticed general permits, extensions, and modifications) by 25 percent and cost per permit by 36 percent. This was largely a result of having pre-application meetings to address issues prior to permit application submittal to minimize the number of Requests for Additional Information (RAIs). The program continues to explore new ways to reduce in-house processing time and improve efficiency to decrease cost to process permits. (**Chapter One – Strategic Water Management Plan Annual Work Plan Report**)
- **Consumptive Use Permitting** – The District reduced the annualized median in-house processing time of all individual water use applications by 22 percent and cost per permit by 48 percent over the last year. Emphasis is on conducting pre-application meetings to address issues prior to the submittal of a permit application thereby minimizing the number of requests for additional information. (**Chapter One – Strategic Water Management Plan Annual Work Plan Report**)
- **Water Use Permitting rule, 40A-2, Florida Administrative Code (F.A.C.)** – The adopted rule was prepared in conjunction with the “CUPCon” (consumptive use permitting consistency) efforts which included the Florida Department of Environmental Protection (FDEP) and all five of the State’s water management districts and became effective May 29, 2014. The goals of CUPCon included making programs more predictable, ensuring equitable treatment statewide, providing consistent environmental protection, promoting streamlining and efficiency, and incentivizing behavior that protects water resources. (**Chapter One – Strategic Water Management Plan Annual Work Plan Report**)

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# Table of Contents

<b>EXECUTIVE SUMMARY .....</b>	<b>I</b>
<b>TABLE OF CONTENTS.....</b>	<b>V</b>
<b>LIST OF TABLES .....</b>	<b>VI</b>
<b>LIST OF FIGURES.....</b>	<b>VI</b>
<b>CHAPTER 1: STRATEGIC WATER MANAGEMENT PLAN ANNUAL WORK PLAN REPORT .....</b>	<b>1</b>
1.1 INTRODUCTION .....	1
1.2 SPRINGS PROTECTION AND RESTORATION .....	2
1.3 MINIMUM FLOWS AND LEVELS.....	6
1.4 APALACHICOLA-CHATTAHOOCHEE-FLINT RIVER BASIN.....	7
1.5 WATER SUPPLY.....	8
1.6 WATERSHED PROTECTION AND RESTORATION.....	11
1.7 FLOOD PROTECTION AND FLOODPLAIN MANAGEMENT.....	14
1.8 MISSION SUPPORT .....	16
<b>CHAPTER TWO: MINIMUM FLOWS AND LEVELS ANNUAL PRIORITY LIST .....</b>	<b>17</b>
<b>CHAPTER THREE: ANNUAL FIVE-YEAR CAPITAL IMPROVEMENTS PLAN .....</b>	<b>21</b>
3.1 INTRODUCTION .....	21
3.2 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN .....	22
3.3 PROJECT DESCRIPTIONS.....	25
3.4 APPENDIX .....	38
<b>CHAPTER FOUR: WATER SUPPLY.....</b>	<b>39</b>
4.1 FIVE-YEAR WATER RESOURCE DEVELOPMENT WORK PROGRAM: FY 2013-2014 UPDATE.....	39
4.2 ALTERNATIVE WATER SUPPLIES ANNUAL REPORT .....	60
<b>CHAPTER FIVE: FLORIDA FOREVER WORK PLAN ANNUAL REPORT .....</b>	<b>66</b>
5.1 LAND ACQUISITION WORK PLAN.....	66
5.2 CAPITAL IMPROVEMENT WORK PLAN .....	98
<b>CHAPTER SIX: MITIGATION DONATION ANNUAL REPORT .....</b>	<b>102</b>
<b>CHAPTER SEVEN: SURFACE WATER IMPROVEMENT AND MANAGEMENT PROGRAM SUMMARY REPORT .....</b>	<b>104</b>
7.1 INTRODUCTION .....	104
7.2 SWIM PRIORITY LIST.....	105
7.3 CURRENT PROJECT PRIORITIES.....	106
7.4 POTENTIAL FUNDING RELATED TO THE DEEPWATER HORIZON OIL SPILL.....	109
<b>CHAPTER EIGHT: REFERENCES.....</b>	<b>110</b>

## List of Tables

TABLE 1.1 SPRING PROTECTION AND RESTORATION PROJECTS .....	2
TABLE 1.2 TRENDS IN SPRING FLOWS AND NITRATE/NITRITE CONCENTRATIONS .....	3
TABLE 1.3 SPRINGS PROTECTION AND RESTORATION DELIVERABLES AND MILESTONES.....	5
TABLE 1.4 MFL TECHNICAL ASSESSMENT STATUS.....	6
TABLE 1.5 ACF BASIN INDICATORS: COOPERATIVE PROJECT STATUS .....	7
TABLE 1.6 ACF BASIN DELIVERABLES AND MILESTONES.....	8
TABLE 1.7 RWSP WATER DEMANDS MET .....	10
TABLE 1.8 TRENDS IN PUBLIC SUPPLY GROSS AND RESIDENTIAL PER CAPITA WATER USE .....	10
TABLE 1.9 WATER REUSE TRENDS IN NORTHWEST FLORIDA <sup>1</sup> .....	11
TABLE 1.10 WATERSHED PROTECTION AND RESTORATION .....	13
TABLE 1.11 WATERSHED PROTECTION AND RESTORATION DELIVERABLES AND MILESTONES.....	14
TABLE 1.12 INDICATOR STATUS: FLOOD PROTECTION AND FLOODPLAIN MANAGEMENT .....	15
TABLE 1.13 DELIVERABLES AND MILESTONES: FLOOD PROTECTION AND FLOODPLAIN MANAGEMENT .....	16
TABLE 2.1 NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT MFL PRIORITY LIST (2015) <sup>1</sup> .....	18
TABLE 2.2 WATERBODIES TO BE SCHEDULED IN FUTURE YEARS .....	18
TABLE 2.3 WATER BODIES SUBJECT TO REGULATORY RESERVATIONS.....	19
TABLE 3.1 NFWFMD FIVE YEAR CAPITAL IMPROVEMENTS PLAN, FISCAL YEARS 2014-2018 .....	22
TABLE 4.1 REGION II WATER RESOURCE DEVELOPMENT PROJECTS .....	44
TABLE 4.2 2015-2019 REGION II WRDWP PROJECT FUNDING.....	50
TABLE 4.3 REGION II WATER SUPPLY DEVELOPMENT PROJECTS.....	51
TABLE 4.4 REGION III WATER RESOURCE DEVELOPMENT PROJECTS .....	53
TABLE 4.5 2015-2019 REGION III WRDWP PROJECT FUNDING.....	55
TABLE 4.6 REGION III WATER SUPPLY DEVELOPMENT PROJECTS.....	56
TABLE 4.7 PROJECTS FUNDED UNDER THE WATER PROTECTION AND SUSTAINABILITY PROGRAM.....	61
TABLE 4.8 ADDITIONAL WATER SUPPLY DEVELOPMENT ASSISTANCE PROJECTS .....	62
TABLE 5.1 SUMMARY OF ACQUISITIONS AND SURPLUSING COMPLETED IN 2014 .....	67
TABLE 5.2 NFWFMD APPROVED LAND ACQUISITION AREAS .....	68
TABLE 5.3 SURPLUS LANDS LIST .....	69
TABLE 5.4 SUMMARY OF LAND RESTORATION, ENHANCEMENT AND MAINTENANCE ACTIVITIES (2014) .....	94
TABLE 5.5 SUMMARY OF ACCESS AND RECREATION MANAGEMENT ACTIVITIES (2014) .....	95
TABLE 5.6 PROJECTED LANDS MANAGEMENT FUNDING, STAFFING, AND ACTIVITIES FOR FY 2014-2015 .....	96
TABLE 5.7 CURRENTLY APPROVED FLORIDA FOREVER CAPITAL IMPROVEMENT PROJECTS .....	100
TABLE 7.1 NFWFMD SWIM PRIORITY LIST .....	105
TABLE 7.2 CURRENT SWIM PROJECTS .....	107

## List of Figures

FIGURE 1.1 NO <sub>2</sub> +NO <sub>3</sub> CONCENTRATION AND DISCHARGE: WAKULLA SPRING (1997-2014).....	3
FIGURE 1.2 NO <sub>2</sub> +NO <sub>3</sub> CONCENTRATION AND DISCHARGE: JACKSON BLUE SPRING (2003-2014) .....	4
FIGURE 1.3 NO <sub>2</sub> +NO <sub>3</sub> CONCENTRATION AND DISCHARGE: GAINER SPRINGS GROUP (2002-2013).....	4
FIGURE 1.4 NO <sub>2</sub> +NO <sub>3</sub> CONCENTRATION AND DISCHARGE: ST. MARKS RIVER RISE (1997-2014) .....	5
FIGURE 2.1 NFWFMD MFL PRIORITY WATERBODIES <sup>1</sup> .....	19
FIGURE 4.1 NFWFMD WATER SUPPLY PLANNING REGIONS .....	40
FIGURE 4.2 WATER SUPPLY PLANNING REGION II .....	43
FIGURE 4.3 WATER SUPPLY PLANNING REGION III .....	52
FIGURE 5.1 2015 PROPOSED LAND ACQUISITION AREAS .....	72
FIGURE 5.2 2015 PROPOSED LAND ACQUISITION AREAS (WEST REGION).....	73
FIGURE 5.3 2015 PROPOSED LAND ACQUISITION AREAS (CENTRAL REGION).....	80
FIGURE 5.4 2015 PROPOSED LAND ACQUISITION AREAS (EAST REGION) .....	86
FIGURE 7.1 NFWFMD SWIM PRIORITY WATERSHEDS.....	104
FIGURE 7.2 WATERSHED PROTECTION AND WATER RESOURCE PROJECTS.....	106

# Chapter 1: Strategic Water Management Plan Annual Work Plan Report

## 1.1 Introduction

Section 373.036(2)(e), Florida Statutes (F.S.), gives the Governing Board the option of substituting an annual strategic plan for the five-year district water management plan (DWMP) and the DWMP annual report. The statute requires the strategic plan to include separately an annual work plan report on its implementation for the previous fiscal year, addressing success indicators, deliverables, and milestones. The Governing Board approved the current Strategic Water Management Plan (SWMP) in 2014 (NFWFMD 2014). The strategic priorities are consistent with those in the District's adopted FY 2014-2015 budget and preliminary FY 2015-2016 budget, and include the following:

- Springs Protection and Restoration – Protect and restore water quality and flows within the major spring systems of northwest Florida.
- Minimum Flows and Levels (MFLs) – Develop and implement science-based MFLs that protect water resources and associated natural systems.
- Apalachicola-Chattahoochee-Flint River Basin – Protect Apalachicola River and Bay water quality and freshwater inflow.
- Water Supply – Ensure sufficient water is available for all existing and future reasonable-beneficial uses and natural systems.
- Watershed Protection and Restoration – Protect and restore watershed resources and functions.
- Flood Protection and Floodplain Management – Maintain natural floodplain functions and minimize harm from flooding.

Elements of the Strategic Plan addressed in this report are:

- Evaluation of progress toward accomplishing strategic priorities;
- Evaluation of indicators specified in the SWMP;
- Accomplishment of milestones and deliverables; and
- Project-based accomplishments from the past fiscal year.

The evaluation of indicators serves several purposes within a strategic plan. Beyond providing an assessment of program implementation, identification and evaluation of indicators helps to further an understanding of resource conditions and to clarify objectives and intended results. Evaluating measures and indicators provides internal and external feedback for ascertaining whether a given project or initiative is achieving intended results and whether the underlying strategy is appropriate or should be revised.

## 1.2 Springs Protection and Restoration

### Current Activities and Accomplishments

Protecting and restoring northwest Florida's springs and their associated systems is continuing priority for the District. Current activities include restoration projects for Williford Spring and Devil's Hole Spring within the Econfina Creek Water Management Area (WMA) and shoreline habitat restoration and protection along the Holmes Creek spring run (Washington County), helping farmers implement agricultural best management practices (BMPs) for water conservation and water quality improvement within the Jackson Blue Spring basin (Jackson County), and monitoring and resource assessment for major spring systems District-wide. The District has also initiated efforts to assist Wakulla and Leon counties with sewer line extensions and elimination of septic systems within the contribution area of the Wakulla Springs system.

All of these activities are focused on advancing the strategic priority established within the SWMP to protect and restore water quality and flows within the major spring systems of northwest Florida. Many of the restoration projects also enhance public access in a manner that is consistent with protecting the unique aquatic, riparian, and wetland ecosystems supported by Florida's springs.

### Indicators

The SWMP includes three indicators for Springs Protection and Restoration: project accomplishment, trends in nitrate concentrations, and trends in spring flows. These are summarized below.

The NFWFMD has six ongoing or planned projects that contribute to spring protection and restoration, as outlined in Table 1.1.

**Table 1.1 Spring Protection and Restoration Projects**

Project	Description	Status	Percent Complete
Mobile Irrigation Laboratory	Technical assistance to farmers, primarily within the Jackson Blue Spring contribution area, to improve irrigation efficiency	Ongoing; funded annually	NA <sup>1</sup>
Agricultural BMP Assistance	Financial assistance to farmers with the Jackson Blue Spring contribution area to implement irrigation efficiency and water quality BMPs	Producer contracts in place; implementation initiated	57 <sup>2</sup>
Williford Springs Restoration	Sediment removal, shoreline restoration and stabilization, and development of access features compatible with habitat protection	Under construction	75%
Devil's Hole Spring	Spring and stream bank restoration and protection, providing access compatible with spring and stream protection	Implementation pending	0%
Holmes Creek Coop. Project	Restoration of approximately 500 feet of eroded stream bank at three boat launch sites	Under construction	40%
Wakulla Spring System Wastewater Improvements	Extension of sanitary sewer systems within the Wakulla Springs system contribution area, facilitating removal of septic systems	Contract development with FDEP, Leon Co., and Wakulla Co.	0%

<sup>1</sup>This is an ongoing program with funding allocated annually.

<sup>2</sup>Percent complete for the total of fiscal year 2013-2014 and 2014-2015.

Spring flow and nitrate<sup>1</sup> concentration data are available for Wakulla Springs, Jackson Blue Spring, Gainer Springs, and St. Marks River Rise. Current information is summarized in Table 1.2 and Figures 1.1 through 1.4. The description of trends in the table below indicates a general direction based on visual examination of the data. Additional and updated information on major springs in northwest Florida is available at [www.nfwwater.com/water-resources/springs/](http://www.nfwwater.com/water-resources/springs/).

**Table 1.2 Trends in Spring Flows and Nitrate/Nitrite Concentrations**

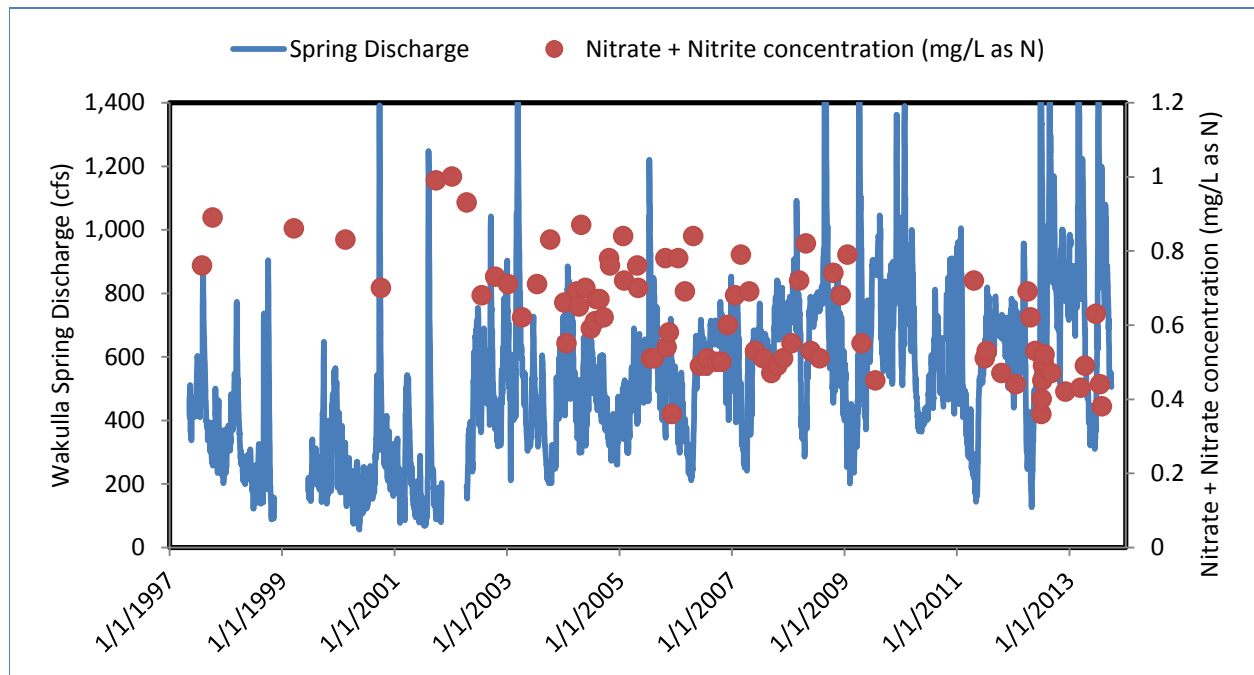
Spring/Spring System	Average Flow (cfs)/Trend <sup>1</sup>	Nitrate Concentration (mg/L) <sup>2</sup>
Wakulla Spring	542/Increasing	0.50/Decreasing <sup>3</sup>
Jackson Blue Spring	113/Variable	3.60/Increasing
Gainer Springs Group	147/Variable, stable	0.19/Stable
St. Marks Rise	743/Variable, stable	0.13/Highly variable <sup>4</sup>

<sup>1</sup> Periods of Record (flow): Wakulla Spring, 1997-2013; Jackson Blue Spring, 2003-2014; Gainer Springs, 2002-2013; St. Marks Rise, 1997-2014. Trends are based on visual examination of data and may not be statistically significant.

<sup>2</sup> Periods of Record (water quality): Wakulla Spring, 1997-2014; Jackson Blue Spring, 2005-2014; Gainer Springs, 2002-2012; St. Marks Rise, 1999-2014.

<sup>3</sup> Possible association between spring flow and nitrate concentration.

<sup>4</sup> Water quality under the influence of surface water drainage.



**Figure 1.1 NO<sub>2</sub>+NO<sub>3</sub> Concentration and Discharge: Wakulla Spring (1997-2014)**

<sup>1</sup> Values are observed and reported as nitrate + nitrite. Nitrite (NO<sub>2</sub>) is converted into nitrate (NO<sub>3</sub>) in the environment.

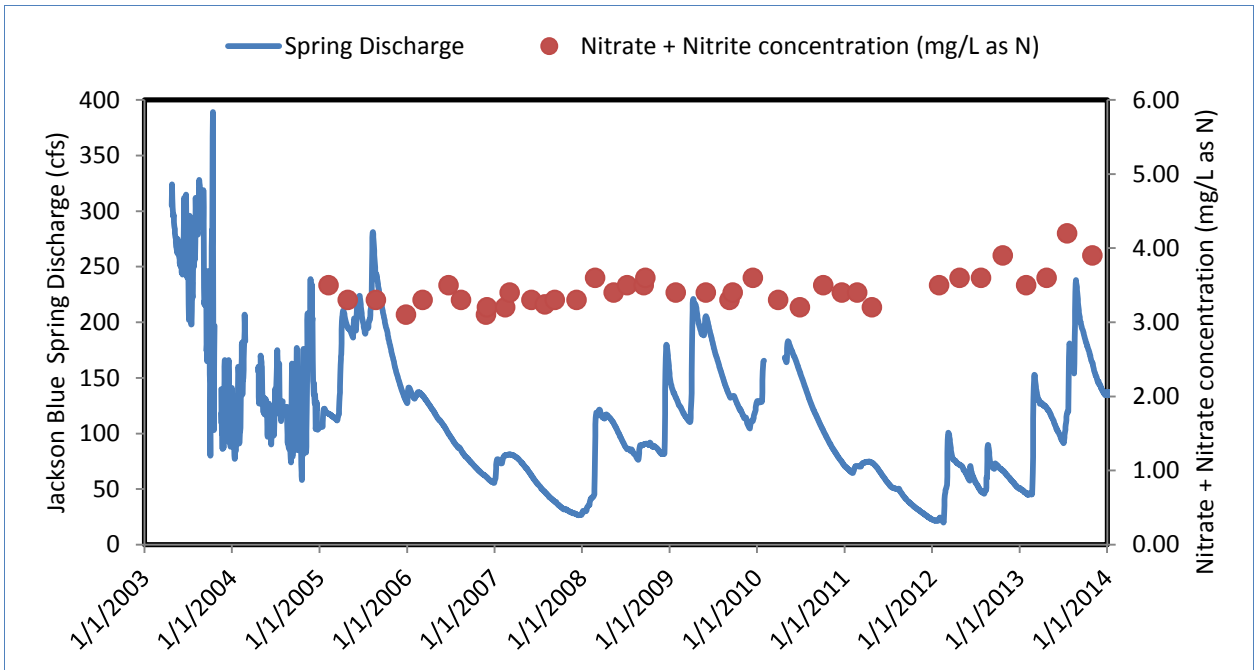


Figure 1.2 NO<sub>2</sub>+NO<sub>3</sub> Concentration and Discharge: Jackson Blue Spring (2003-2014)

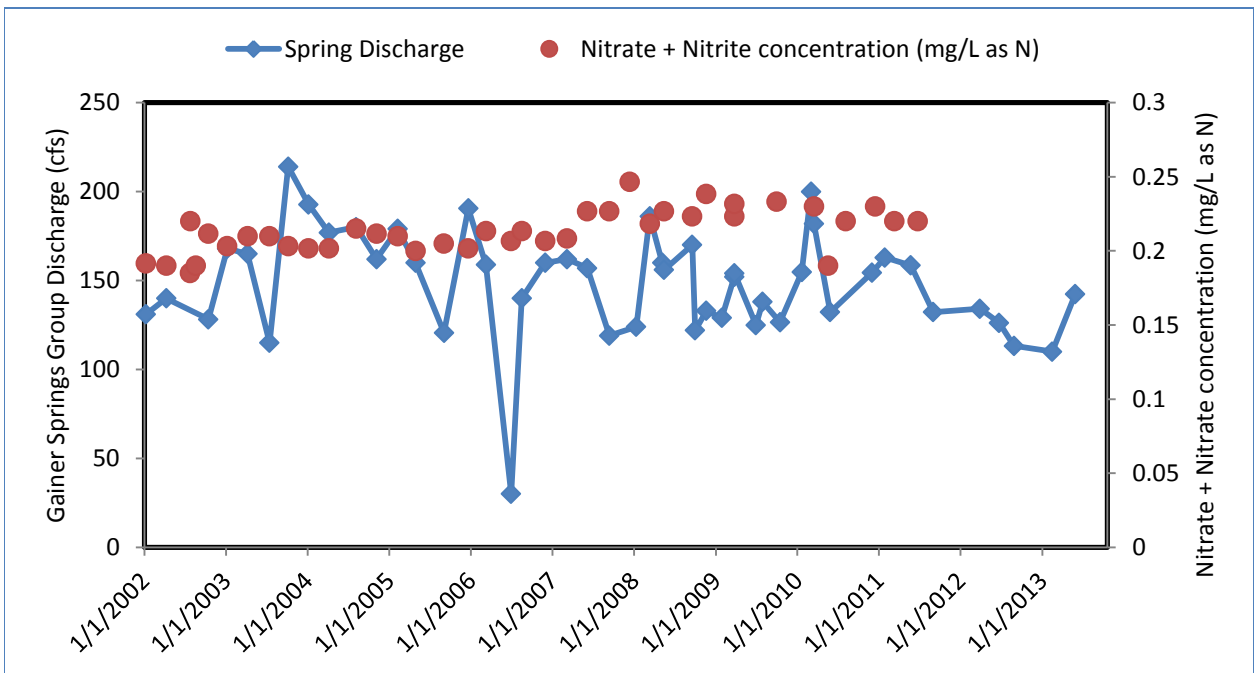


Figure 1.3 NO<sub>2</sub>+NO<sub>3</sub> Concentration and Discharge: Gainer Springs Group (2002-2013)



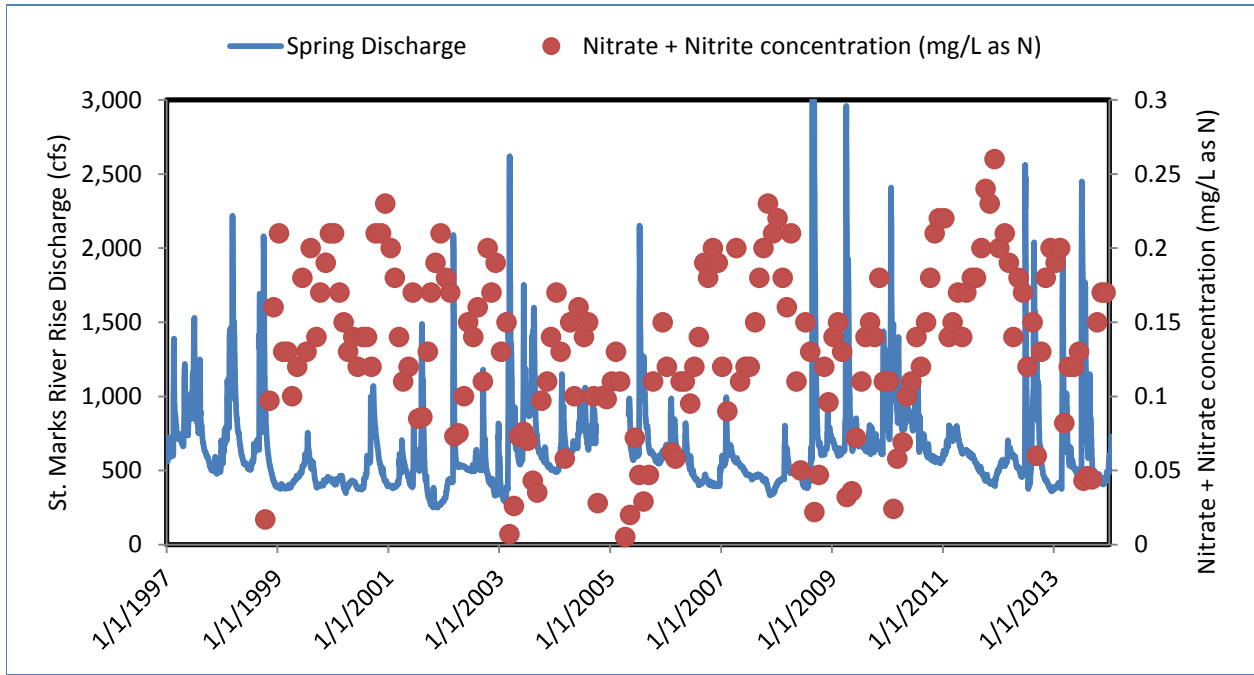


Figure 1.4 NO<sub>2</sub>+NO<sub>3</sub> Concentration and Discharge: St. Marks River Rise (1997-2014)

**Deliverables and Milestones**

Three deliverables are noted for Springs Protection and Restoration: Mobile Irrigation Lab evaluation reports, water quality data, and spring discharge data. Milestones listed are the target dates for completion of currently planned projects. Table 1.3 shows the status of SWMP deliverables and milestones for Springs Protection and Restoration.

**Table 1.3 Springs Protection and Restoration Deliverables and Milestones**

Deliverable	Status	
Mobile Irrigation Lab Reports	Receiving quarterly reports and evaluation summaries	
Water Quality Data	Water quality data collected by FDEP and NFWMD and available from STORET or NFWMD water quality database	
Spring Discharge Data	Discharge data collected by NFWMD and available from the NFWMD discharge database	

Milestone	Target Date	Status
Devil’s Hole Spring Stream Bank Restoration	2015	Implementation is pending FY 2014-2015
Williford Spring restoration	2015-2016	Project is underway and 75% complete
Implementation of Funded BMPs in the Jackson Blue Spring Basin	2015-2016	Funds for FY2013-2014 are 98% committed through contracts with producers and 30% expended as of 12-31-2014; first-year contracts will be complete before 6-30-2015
Mobile Irrigation Lab evaluations	2015-2016	Work for FY2013-2014 100% complete; contracted tasks for FY2014-2015 on schedule
Holmes Creek Coop. Project	2016	Project underway and 40% complete

## 1.3 Minimum Flows and Levels

### Current Activities and Accomplishments

The District continues to move forward expeditiously to develop minimum flows and levels (MFLs) in Northwest Florida. The NFWFMD FY 2014-2015 MFL priority list includes four first-magnitude springs (St. Marks River Rise, Wakulla Spring, the Econfina Creek and Gainer Springs Complex, and Jackson Blue Spring), one second-magnitude spring (Sally Ward Spring), two coastal aquifer systems, Deer Point Lake reservoir, and the Yellow River and Shoal River system. Additional waterbodies will be scheduled in future years. The list represents an environmentally protective MFL program, scheduled to be implemented in a realistic, technically sound, and achievable manner.

Work on five MFL waterbodies is currently underway. A work plan that describes the MFL development process, data needs, and proposed technical assessments was developed for the St. Marks River Rise, Sally Ward Spring, and Wakulla Spring system. In 2014, work was initiated to construct 15 new monitor wells and nine surface water stations to support MFL development for this system. During FY 2014-2015, enhanced hydrologic and water quality monitoring, collection of ecologic and bathymetric data, and conceptual groundwater flow model development are planned for the St. Marks River Rise, Wakulla Spring, and Sally Ward Spring system. Enhanced monitoring will support the development of complex models that are needed to evaluate this system. The technical assessment for the St. Marks River Rise, a first-magnitude spring in southeastern Leon County, will be completed in 2018. Data and hydrologic models developed for the St. Marks River Rise will also support MFL development for nearby Wakulla Spring and Sally Ward Spring.

During FY 2014-2015, work plans will be completed for Jackson Blue Spring and the coastal Floridan aquifer system in planning Region II (Okaloosa, Santa Rosa, and Walton counties). Following completion of the work plans, new monitor wells will be constructed and data collected to support MFL development for Jackson Blue Spring and the coastal Floridan aquifer in Region II. Additionally, the regional groundwater flow model for Region II will be updated and recalibrated to incorporate new hydrologic data.

### Indicators

The SWMP includes two indicators for MFLs: MFL technical assessment accomplishment and waterbodies meeting their adopted MFLs. Current data and information with respect to these indicators follow.

**Table 1.4 MFL Technical Assessment Status**

MFL Waterbody	Target Date	Percent Complete	MFL Status
St. Marks River Rise	2018	10%	Under development
Wakulla Spring	2020	10%	Under development
Sally Ward Spring	2020	10%	Under development
Floridan Aquifer, Coastal Region II	2020	5%	Under development
Jackson Blue Spring	2022	5%	Under development
Floridan Aquifer, Coastal Bay Co.	2023	0%	Scheduled for completion 2022-2023

MFL Waterbody	Target Date	Percent Complete	MFL Status
Econfina Creek & Spring complex	2024	0%	Scheduled for completion 2023-2024
Deer Point Lake	2025	0%	Scheduled for completion 2024-2025
Yellow River and Shoal River	2026	0%	Scheduled for completion 2025-2026

### **Deliverables and Milestones**

Deliverables and milestones listed for MFLs include completed technical assessments according to the approved schedule. Within the current SWMP horizon, the technical assessment for St. Marks River Rise is scheduled for completion in 2018. The current District-approved MFL Priority List and schedule can be found on the website:

[www.nfwfwater.com/system/assets/1557/original/2014-2015\\_MFL\\_Priority\\_List\\_and\\_Schedule\\_3.pdf](http://www.nfwfwater.com/system/assets/1557/original/2014-2015_MFL_Priority_List_and_Schedule_3.pdf).

## **1.4 Apalachicola-Chattahoochee-Flint River Basin**

### **Current Activities and Accomplishments**

Management of water resources in the Apalachicola-Chattahoochee-Flint (ACF) basin continues to be a major emphasis of the District in partnership with other agencies and regional stakeholders. The District is therefore engaged in a series of activities that, together, will help achieve the long-term strategic priority: protect Apalachicola River and Bay water quality and freshwater inflow. Current priorities include providing technical assistance to the Executive Office of the Governor and Florida Department of Environmental Protection (FDEP) on an array of issues related to interstate freshwater allocation. The District additionally completed development 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. Stormwater retrofit projects are ongoing in cooperation with the City of Apalachicola and the City of Carrabelle to improve water quality in Apalachicola Bay.

### **Indicators**

The SWMP includes three indicators for the ACF River Basin: cooperative project implementation, area restored, and stormwater treatment area. Currently, the District is assisting in the implementation of five cooperative projects with local governments. All of these are stormwater retrofit projects intended to improve the quality of stormwater discharges to Apalachicola Bay. Current data and information with respect to these indicators are included below in Table 1.5.

**Table 1.5 ACF Basin Indicators: Cooperative Project Status**

Project	Description	Status	Restoration Area (Acres)	Treatment Area (Acres)
Battery Park Stormwater Retrofit	Stormwater retrofit project in cooperation with the City of Apalachicola; construction completed FY 2014-2015	Completed	N/A <sup>1</sup>	54.3
Prado Outfall Basin Retrofit	Stormwater retrofit project in cooperation with the City of Apalachicola; completion is scheduled for 2016	Engineering	N/A	47

Project	Description	Status	Restoration Area (Acres)	Treatment Area (Acres)
US 98 & 16 <sup>th</sup> Street Basin Retrofit	Stormwater retrofit project in cooperation with the City of Apalachicola; completion is scheduled for 2016	Engineering	N/A	119
Avenue I Basin Retrofit	Stormwater retrofit project in cooperation with the City of Apalachicola; completion is scheduled for 2016	Engineering	N/A	51
Marine Street Basin Retrofit	Stormwater retrofit project in cooperation with the City of Carrabelle; completion is scheduled for 2016.	Engineering	N/A	10.5

<sup>1</sup> Current projects focused on water quality treatment; restoration area not applicable.

### **Deliverables and Milestones**

Deliverables and milestones listed for the ACF River Basin include completion of an updated hydrodynamic model (2014), completion of hydrologic restoration within the Whiskey George Basin in Tates Hell Swamp (2014), and completion of four cooperative stormwater retrofit projects in the City of Apalachicola (2015). The hydrodynamic model and Whiskey George Basin restoration were completed on schedule. The stormwater retrofit projects within the City of Apalachicola, as well as one within the City of Carrabelle, are underway. Construction of the first project (Battery Park basin retrofit) is complete. To incorporate extended public outreach and coordination with the community, completion of the remaining projects are currently anticipated in 2016.

**Table 1.6 ACF Basin Deliverables and Milestones**

Deliverable	Target Date	Status
Updated hydrodynamic model of Apalachicola Bay	2014	Model completed during FY 2013-2014; will support resource assessments and evaluations of potential actions to improve and maintain a healthy bay environment
Milestone	Target Date	Status
Complete hydrologic restoration in the Whiskey George Basin of Tates Hell Swamp	2014	Project completed on schedule; restoration area approximately 185 acres
Completion of four cooperative stormwater retrofit projects in the City of Apalachicola	2015	Construction of Battery Park retrofit completed; US 98 & 16th Street, Prado Outfall, and Avenue I basin projects in progress; construction expected to continue into 2016

## **1.5 Water Supply**

### **Current Activities and Accomplishments**

The strategic priority for water supply, as defined in the SWMP, is to “ensure sufficient water is available for all existing and future reasonable-beneficial uses and natural systems.” This represents a continuing and long-term responsibility. Given this, the District continues to implement water resource development and water supply planning and to invest in water supply development assistance across northwest Florida.

The District updated the Districtwide Water Supply Assessment (WSA) in 2013, projecting water demands and evaluating source sufficiency through 2035 (Countryman et al. 2014). The report showed that public supply remains the largest use category for the District, accounting for approximately 45 percent of the demand in 2010. It is expected that this will continue to hold true through the 2015-2035 planning period. The Region III (Bay County) Regional Water Supply Plan (RWSP) was updated in March 2014, including updated recommended water supply development and water resource development projects. The Governing Board also discontinued regional water supply planning for Region V (Franklin and Gulf counties) given completion of surface water source development in Gulf County and the adequacy of currently identified potable water supplies to meet demands within Franklin County under updated growth projections.

The District is continuing implementation of its Water Supply Development Community Assistance Initiative. Through this initiative, the District is providing competitive grant funding for local governments and utilities, with emphasis on supporting financially disadvantaged communities. Approximately \$10 million in grant funding was awarded in 2013 for 24 projects, and nearly \$8 million in grant funding was awarded in 2014 for 26 additional projects. Additional current areas of focus include developing and updating groundwater models and supporting in statewide efforts to expand the reuse of reclaimed water and to identify and develop alternative water supply sources.

The District's updated Water Use Permitting rule, 40A-2, F.A.C., became effective May 29, 2014. The rule update was prepared in conjunction with statewide "CUPCon" (consumptive use permitting consistency) efforts which included the Florida Department of Environmental Protection (FDEP) and all five of the State's water management districts. The goals of the CUPCon included making programs more predictable, ensuring equitable treatment statewide, providing consistent environmental protection, promoting streamlining and efficiency, and incentivizing behavior that protects water resources.

The District is cooperating with the Florida Department of Agricultural and Consumer Services (FDACS) and the other four water management districts in a study being conducted by the University of Florida Watershed Ecology Lab. This study is examining the management of forests for increased regional water yield.

### **Indicators**

The SWMP includes four indicators for Water Supply: RWSP water demands met (volume in millions of gallons per day and percentage), public supply uniform gross per capita water use (gallons per capita per day [GPCD] and trend), public supply uniform residential per capita water use (GPCD and trend), and water reuse to offset the use of potable quality water and to achieve other beneficial uses (volume and trend). Current data and information with respect to these indicators are included below in Tables 1.7 through 1.9.

"RWSP water demands met" refers to the portion of projected water demand which is met by existing permitted allocations. The 2013 WSA showed a net increase of 60 mgd in RWSP regions II and III over a planning horizon from 2010-2035 (Table 1.7). Given existing permitted allocations, 57 of the 60 mgd (95 percent) are met through 2035. The remaining five percent will need to be achieved either through reduced demands via water conservation, alternative water supply sources, or increased allocation of groundwater withdrawals.

**Table 1.7 RWSP Water Demands Met**

Indicator	2010-2035 Net demand change (mgd)	Future demand met within existing allocation (mgd)	Percent of net demand change met
RWSP water demands met	60	57	95%

The Region II RWSP identifies preferred alternative water supplies and alternative water supply development projects intended to ensure long-term demands are met. These include the reuse of reclaimed water and surface water supply development. Enhanced water conservation is also supported by the Region II RWSP. Similarly, the Region III RWSP supports reuse of reclaimed water, development of an alternative, upstream surface water pump station, and enhanced water conservation.

Two per capita water use indicators are utilized for water supply planning: gross per capita water use and residential per capita water use. Per capita water use as defined here is consistent with the uniform per capita use metrics set forth by the Florida Department of Environmental Protection (FDEP) to allow for consistent per capita use metrics throughout Florida (FDEP 2008). The gross per capita water use rate apportioned all types of customer uses including residential, commercial, institutional, industrial, recreation, aesthetic, agricultural, and fire protection and utility water losses to each permanent resident in the utility's distribution area. Residential per capita excludes large industrial, commercial, institutional, recreational, and other non-residential customers. District gross and residential per capita water use trends from 2010-2013 are shown in Table 1.8. Residential per capita data was only available for 2012 and 2013, as reliable residential water use data were not available prior to 2012. Trends in both gross and residential per capita show declining water use despite increased population served by utilities during this time period. Since a consistent methodology was used to calculate per capita water use in each year, declining per capita use appears likely due to increased efficiency of water use within public water supply systems in the District.

**Table 1.8 Trends in Public Supply Gross and Residential Per Capita Water Use**

Year	Public supply uniform gross per capita water use <sup>1</sup>	Public supply uniform residential per capita water use <sup>1</sup>
2010	146	n/a
2011	140	n/a
2012	139	83
2013	132	76

<sup>1</sup>Gallons per capita per day

The indicator "water reuse to offset the use of potable quality water and to achieve other related beneficial uses" refers to the amount of reclaimed water that either offsets (effectively decreases) the use of potable quality water, as well as water reuse that achieves other resource benefits, such as reduced wastewater discharges into and pollution of the natural system. This information is compiled as part of Florida's Annual Reuse Inventory (FDEP 2008-2014). Reuse types considered to offset potable quality water and achieve other resource benefits generally include Part III reuse (public access), and Part VII (industrial/commercial reuse), as defined in Chapter 62-610, F.A.C. Other reuse types, such as sprayfields, are not typically considered to offset potable quality water or achieve other resource benefits, and are therefore not included here. However, two exceptions in the District, City of Monticello and Town of Gretna, provide reuse water to nurseries which offset potable quality water and are included.

Trends in water reuse from 2007-2013, as described above, are shown in Table 1.9. A large increase occurred between 2010 and 2011, with stable trends before 2010 and after 2011. The increase can be substantially attributed to the Emerald Coast Utilities Authority's Central Water Reclamation Facility, which began providing significant amounts of reclaimed water to International Paper and Gulf Power in 2011. This facility also replaced Pensacola's pre-existing wastewater treatment plant, eliminating a substantial discharge of wastewater into Pensacola Bay.

**Table 1.9 Water Reuse Trends in Northwest Florida<sup>1</sup>**

Year	Water Reuse (mgd) <sup>2</sup>
2007	14.52
2008	13.86
2009	14.31
2010	13.36
2011	24.84
2012	27.05
2013	24.72

<sup>1</sup> Water reuse to offset the use of potable quality water and to achieve other related beneficial uses

<sup>2</sup> Million gallons per day

### **Deliverables and Milestones**

Deliverables and milestones listed for water supply include completion of the District WSA (2014), completion of the Region III and Region II RWSP updates (2014 and 2017, respectively), completion of an interim District-wide reclaimed water evaluation (2015), adoption of more consistent rules (statewide) for permitting of individual water use through coordination with FDEP and the other four water management districts (2014), and revision of the well construction rule (2015). The WSA and Region III RWSP updates were completed on schedule, as was adoption of an update to the District's consumptive use permitting rule (40A-2). The interim District-wide reuse evaluation and well construction rule update are proceeding on schedule.

## **1.6 Watershed Protection and Restoration**

### **Current Activities and Accomplishments**

The strategic priority for Watershed Protection and Restoration, as defined in the SWMP, is "protect and restore watershed resources and functions." Reflecting this priority, the District continues to focus on cooperative stormwater retrofit, water quality, water conservation, and habitat restoration projects in the Apalachicola River and Bay and St. Andrew Bay watersheds. Specific efforts include financial support of a Mobile Irrigation Laboratory (MIL) in cooperation with FDACS and the Natural Resources Conservation Service (NRCS); cooperative funding with producers for agricultural BMPs within the Jackson Blue Spring groundwater contribution area; financial support for research and outreach on University of Florida's Institute of Food and Agricultural Services (IFAS) Sod-Based Crop Rotation Program; restoration of Williford Springs; and stormwater retrofit projects to improve water quality in St. Andrew Bay and Apalachicola Bay. District staff are also continuing participation in multi-agency project planning and development across northwest Florida associated with the federal RESTORE Act, which was created as a result of the Deepwater Horizon oil spill in 2010. Additionally, the District

provided engineering services to support stormwater retrofit projects within St. Andrew and Choctawhatchee bays funded by the MOEX Offshore settlement and has provided assistance to the Choctawhatchee Basin Alliance for monitoring and restoration-related activities.

In its ongoing reforestation and groundcover habitat restoration program, the District completed hand planting of 1,483 acres of longleaf pine, wet pine flatwoods, and wiregrass habitat. These habitat restoration activities enhance groundwater recharge, improve wetland functions, and offset wetland losses caused by transportation projects. Approximately 989,500 longleaf pine tubelings were planted within two water management areas (WMAs). The District also reestablished groundcover habitat, planting 108,900 plugs of wiregrass and on disturbed habitat sites at the Sand Hill Lakes Mitigation Bank and the Choctawhatchee River/Holmes Creek WMA.

Seed for District groundcover projects were collected from District land on the Econfina Creek WMA. The District continues to research, refine, and establish new habitat restoration techniques that increase species diversity and ecosystem health.

The District reduced the annualized median in-house processing time of all ERP authorizations combined (individuals, exemptions, noticed general permits, extensions, and modifications) by 25 percent and cost per permit by 36 percent. This was largely a result of having pre-application meetings to address issues prior to permit application submittal to minimize the number of Requests for Additional Information (RAIs). The program continues to explore new ways to reduce in-house processing time and improve efficiency to decrease cost to process permits.

### **Indicators**

The SWMP includes three indicators for Watershed Protection and Restoration: balance of released mitigation credits reflective of net functional lift under the District's Umbrella Mitigation Plan, cooperative project implementation, and contributing area for newly installed stormwater treatment. Wetland mitigation "credit" refers to the environmental functional lift generated from successful implementation of wetland mitigation projects, and is calculated by the Uniform Mitigation Assessment Method (UMAM), as defined in section 373.4137(18), F.S. The current balance of released credits under the Umbrella Mitigation Plan is 282.33; additional information may be found at: [www.nfwmdwetlands.com/](http://www.nfwmdwetlands.com/).

Data indicative of cooperative watershed project implementation and stormwater treatment contributing area are found below (Table 1.10).



**Table 1.10 Watershed Protection and Restoration**

<b>Project</b>	<b>Description</b>	<b>Watershed</b>	<b>Treatment Area (Acres)</b>	<b>Status</b>	<b>Percent Complete</b>
Battery Park Stormwater Retrofit	Stormwater retrofit project in cooperation with the City of Apalachicola; construction completed FY 2014-2015	Apalachicola	54.3	Complete; pending final approval	100
Prado Outfall Basin Retrofit	Stormwater retrofit project in cooperation with the City of Apalachicola; construction scheduled for 2016	Apalachicola	47	Engineering	20
US 98 & 16 <sup>th</sup> Street Basin Retrofit	Stormwater retrofit project in cooperation with the City of Apalachicola; construction scheduled for 2016	Apalachicola	119	Engineering	20
Avenue I Basin Retrofit	Stormwater retrofit project in cooperation with the City of Apalachicola; construction scheduled for 2016	Apalachicola	51	Engineering	20
Marine Street Basin Retrofit	Stormwater retrofit project in cooperation with the City of Apalachicola; construction scheduled for 2015	Apalachicola	10.5	Engineering	15
Spring Avenue Pond	Stormwater retrofit for water quality improvement	St. Andrew Bay	257	Complete	100
Lisenby Pond	Stormwater retrofit engineering, surveying and construction oversight	St. Andrew Bay	125	Project Oversight	90
Panama City - Maple Avenue Baffle Boxes	Placement of 13 baffle boxes to improve water quality in an urban basin	St. Andrew Bay	291	Construction	90
Ed Lee Road Stabilization	Paving of a dirt road for the purpose of sediment abatement	St. Andrew Bay	50	Construction	40
US98 Drainage Improvements	Water Quality/Drainage Improvements and Outfall Improvement in Parker	St. Andrew Bay	181	Bidding	30
Callaway Stormwater Retrofit	Water Quality improvement and flooding abatement	St. Andrew Bay	40	Bidding	25
Mexico Beach Drainage Improvements	Water Quality improvement and flooding abatement	St. Andrew Bay	103	Bidding	30
Tanglewood Pond	Stormwater retrofit engineering, surveying and construction oversight	Choctawhatchee	213	Project Oversight	75
Overbrook Pond	Stormwater retrofit engineering, surveying and construction oversight	Choctawhatchee	175	Project Oversight	75
Monitoring and Restoration Support	Assistance to the CBA for monitoring, restoration, and outreach	Choctawhatchee	N/A	Complete (FY 15 initiated)	100

## **Deliverables and Milestones**

Deliverables for Watershed Protection and Restoration include annual reports for regional mitigation and the SWIM program. Milestones focus on completion of cooperative stormwater retrofit projects, as well as further development and approval of an In-Lieu-Fee Instrument in support of the District's regional mitigation program. These are listed and outlined below in Table 1.11.

**Table 1.11 Watershed Protection and Restoration Deliverables and Milestones**

<b>Deliverable</b>	<b>Status</b>	
Annual Regional Wetland Mitigation Plan and Mitigation Monitoring Reports	Annual monitoring for the regional wetland mitigation plan and FDOT mitigation projects was completed in the fall of 2014; all projects meeting or exceeding success criteria; monitoring reports were completed in accordance with permit requirements and posted to <a href="http://www.nwfwmdwetlands.com/index.php">www.nwfwmdwetlands.com/index.php</a> for public review	
SWIM Program Summary Report within the Consolidated Annual Report	Report included as Chapter Seven of the Consolidated Annual Report	

<b>Milestone</b>	<b>Target Date</b>	<b>Status</b>
In-Lieu-Fee Instrument fully permitted by U.S. Army Corps of Engineers	2014	Approved by the District and transmitted to the U.S. Army Corps of Engineers for execution; final approval anticipated in 2015
Completion of four cooperative stormwater retrofit projects in the Apalachicola River and Bay Watershed: Battery Park Basin, US 98 and 16th Street basin, Prado Outfall basin, and Avenue I basin	2015	Construction of the Battery Park project completed in 2014; remaining projects appear likely to extend into 2016 to accommodate design updates responsive to community needs and preferences
Completion of four cooperative stormwater retrofit projects in the St. Andrew Bay Watershed: Panama City Maple Ave., Bay Co. Ed Lee Rd., Parker Drainage and Water Quality Improvements, and Callaway Stormwater Retrofit	2015	Implementation in progress; it is expected that the Maple Avenue, Ed Lee Road, and Parker projects will be completed during 2015, with the Callaway and Mexico Beach projects extending into FY 2015/2016

## **1.7 Flood Protection and Floodplain Management**

### **Current Activities and Accomplishments**

The SWMP defines the Flood Protection and Floodplain Management strategic priority as “maintain natural floodplain functions and minimize harm from flooding.” Long-term activities to maintain natural floodplain functions include land acquisition within most of the major riverine floodplains of northwest Florida and ongoing land management. Additionally, 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. The final effective digital flood insurance rate maps (DFIRMs) were issued for Franklin and Jefferson counties in February 2014 and in Wakulla County in

September 2014. Detailed coastal remapping studies continue for Escambia, Santa Rosa, Okaloosa, Walton, Bay and Gulf counties.

FEMA has also initiated the Risk MAP program, which is the focus of the District’s current effort. This effort includes collaboration with state and local agencies to deliver detailed data to foster informed risk management decisions and actions that mitigate flood risk through a consistent approach to assessing potential vulnerability and losses.

The District continues to support a public website providing detailed Light Detection and Ranging (LiDAR)-based elevation and surface feature data for properties across northwest Florida. The data provided is ten times more detailed than most previous topographic maps. This provides an important tool for many of the District’s water resource management and flood protection functions. Residents and technical experts can also use the data to plan for activities including landscaping, resource protection, flood risk evaluation, and construction. The website is available at [www.nwfwmdlidar.com/](http://www.nwfwmdlidar.com/). Additionally, the District makes detailed floodplain information available to the public through [www.portal.nwfwmdfloodmaps.com](http://www.portal.nwfwmdfloodmaps.com).

**Indicators**

The SWMP includes two indicators for Flood Protection and Floodplain Management: area of floodplain protected through fee or less-than-fee acquisition and percent of the District with updated DFIRMs meeting FEMA standards and criteria. Current data and information with respect to these indicators are included below in Table 1.12.

**Table 1.12 Indicator Status: Flood Protection and Floodplain Management**

Indicator	Target Date	Value
Acres of floodplain Protected <sup>1</sup>	Ongoing	177,808
% of District with updated DFIRMs meeting FEMA standards and criteria	2014	100

<sup>1</sup> Floodplain area of current NFWFMD lands (fee and less-than-fee). This represents approximately 78% of the total District managed area.

**Deliverables and Milestones**

Deliverables for Flood Protection and Floodplain Management include development of DFIRMs for three coastal counties and development of Risk MAP products in accordance with the pertinent discovery processes. Milestones include completion of DFIRM updates for three counties and coastal remapping studies for six counties. These are outlined below in Table 1.13.

**Table 1.13 Deliverables and Milestones: Flood Protection and Floodplain Management**

Milestone	Target Date	Status
DFIRM completion incorporating coastal studies for Jefferson, Franklin, and Wakulla counties	2014	Complete
Coastal remapping studies for Escambia, Santa Rosa, Okaloosa, Walton, Bay, and Gulf counties	2016	Coastal studies are underway
Risk Map products for each HUC 8 watershed within the District	2024	Apalachee Bay/St. Marks River watershed is in Discovery; Lower Ochlockonee River, Chipola River, New River, Apalachicola River and Apalachicola Bay have approved Discovery Reports and studies have been initiated; Pensacola Bay and Perdido River and Bay watersheds have Discovery Reports under development

## 1.8 Mission Support

The District is continuing to make substantial investments to improve operational effectiveness and public service. Significant improvements were made in security, controls, information systems, applications, and organizational performance. Systems implemented include asset management, WEX fleet management, Microsoft SharePoint document management, Aquarius hydrologic software, a new external web site, a new Intranet site, an online web reservation system for District lands, creation of social media sites, implementation of contract management database, and retirement of legacy custom in-house developed applications with industry standard systems. In addition, upgrades were made to accounting systems, geographic information systems, network technologies and server systems. Information technology improvements include relocation of network switches, rewiring of HQ building to support future VOIP capability, improvements to audiovisual systems, and infrastructure improvements to support disaster recovery. Projects underway include adoption of the St Johns River Water Management District e-permitting system, creation of MFL databases, and additional retirement of legacy systems with industry standard applications.

New web pages were created for each District recreation area, and an online reservation system was created to improve public access to improved campsites. In addition, the initial phase of a program to replace and improve signage on District lands was completed.

The first phase of a land management database was completed. This database provides an inventory of pine forest resources and will enable the District to project future growth and yield estimates to forecast long-term timber revenues, and will assist with the planning of timber harvests and other land and timber management activities.

## Chapter Two: Minimum Flows and Levels Annual Priority List

Section 373.042, F.S., requires each water management district to develop minimum flows and levels (MFLs) for specific surface and ground waters within their jurisdiction. The MFL for a given waterbody is the limit at which further withdrawals would be significantly harmful to the water resources or ecology of the area. MFLs are established using best available data, and consideration is given to: natural seasonal fluctuations, non-consumptive uses, and environmental values associated with coastal, estuarine, riverine, spring, aquatic, and wetlands ecology as specified in section 62-40.473, F.A.C.

MFL establishment involves a series of steps including identification of priority waterbodies, data collection, technical assessments, peer review, public involvement, rule-making, and rule adoption. Adopted MFLs are considered when reviewing consumptive use permit applications. A recovery or prevention strategy must be developed for any waterbody where consumptive uses are currently or anticipated within the next 20 years to result in flows or levels below an adopted MFL.

The NFWFMD FY 2014-2015 MFL priority list and schedule includes four first-magnitude springs (St. Marks River Rise, Wakulla Spring, Econfina Creek and Gainer Springs Complex, and Jackson Blue Spring), one second-magnitude spring (Sally Ward Spring), two coastal aquifer systems, Deer Point Lake reservoir, and the Yellow River and Shoal River system (Table 2.1). This list represents an environmentally protective MFL program, scheduled to be implemented in a realistic, technically sound, and achievable manner. Additional waterbodies will be scheduled in future years (Tables 2.2 through 2.3 and Figure 2.1).

The District continues to move forward expeditiously with MFL development. Work on five MFL waterbodies is underway. A Work Plan, which describes the MFL development process and proposed technical scope of work, has been developed for the St. Marks River Rise, Sally Ward Spring, and Wakulla Spring system. Work plans will be completed in early 2015 for Jackson Blue Spring and the coastal Floridan aquifer in Planning Region II (Okaloosa, Santa Rosa, and Walton counties). The technical assessments for each MFL are expected to require approximately three to five years of data collection and analysis.

During 2014, work was initiated to construct 15 new monitor wells and nine new surface water monitoring sites to support MFL development for Wakulla Spring, Sally Ward Spring, and the St. Marks River Rise. Enhanced monitoring in this region will support the development of hydrologic models that are needed to evaluate the complex system. It is anticipated that the technical assessment for the St. Marks River Rise, a first-magnitude spring in southeastern Leon County, will be completed in 2018. The data and hydrologic models developed for the St. Marks River Rise will also support MFL establishment for nearby Wakulla Spring and Sally Ward Spring. Technical assessments for these two waterbodies are scheduled to be complete in 2020. Completion of each technical assessment will be followed by a rulemaking process.

During FY 2014-2015, enhanced hydrologic monitoring, ecologic and bathymetric data collection, and the development of a conceptual groundwater flow model will be performed to support MFL development for Wakulla Spring, Sally Ward Spring, and the St. Marks River Rise. Following completion of the Work Plans, new monitor wells are anticipated to be constructed and data collected to support MFL development for Jackson Blue Spring and the coastal Floridan aquifer in Planning Region II.

The FY 2014-2015 priority list and schedule are subject to the availability of funds, data collection and analysis needs, climatic conditions, peer review, and rule challenges. The list and schedule will be re-evaluated annually, and adjustments will be made as appropriate.

**Table 2.1 Northwest Florida Water Management District MFL Priority List (2015)<sup>1</sup>**

Waterbody	Type <sup>2,3</sup>	County	MFL Initiation	Estimated Completion	
				Technical Assessment <sup>4</sup>	Rule Adoption
St. Marks River Rise	Spr (1 <sup>st</sup> )	Leon	2013	2018	2019
Wakulla Spring	Spr (1 <sup>st</sup> )	Wakulla	2013	2020	2021
Sally Ward Spring	Spr (2 <sup>nd</sup> )	Wakulla	2013	2020	2021
Floridan Aquifer, Coastal Region II	A	Coastal Santa Rosa, Okaloosa, Walton	2014	2020	2021
Jackson Blue Spring	Spr (1 <sup>st</sup> )	Jackson	2014	2022	2023
Floridan Aquifer, Coastal Bay County	A	Bay	2018	2023	2024
Econfina Creek & Spring Complex	Spr (1 <sup>st</sup> & 2 <sup>nd</sup> ) and R	Bay, Jackson, Washington	2019	2024	2025
Deer Point Lake	L	Bay	2020	2025	2026
Yellow River and Shoal River	R	Santa Rosa, Okaloosa, Walton	2021	2026	2027

**Table 2.2 Waterbodies to be Scheduled in Future Years**

Waterbody	Type <sup>2,3</sup>	County
Floridan Aquifer – Inland Walton County	A	Walton
Sand and Gravel Aquifer	A	Santa Rosa, Okaloosa
Morrison Spring	Spr (2 <sup>nd</sup> )	Walton
Holmes Blue Spring	Spr (2 <sup>nd</sup> )	Holmes
Blue Hole Spring	Spr (2 <sup>nd</sup> hist.)	Jackson
Ponce de Leon Spring	Spr (2 <sup>nd</sup> )	Holmes
Washington Blue & Potter Spring Complex	Spr (2 <sup>nd</sup> )	Washington
Baltzell Spring group/upper Chipola Spring complex	Spr (2 <sup>nd</sup> ) and R	Jackson
Holmes Creek & Spring complex	Spr (2 <sup>nd</sup> ) and R	Washington
Telogia Creek	R	Liberty, Gadsden

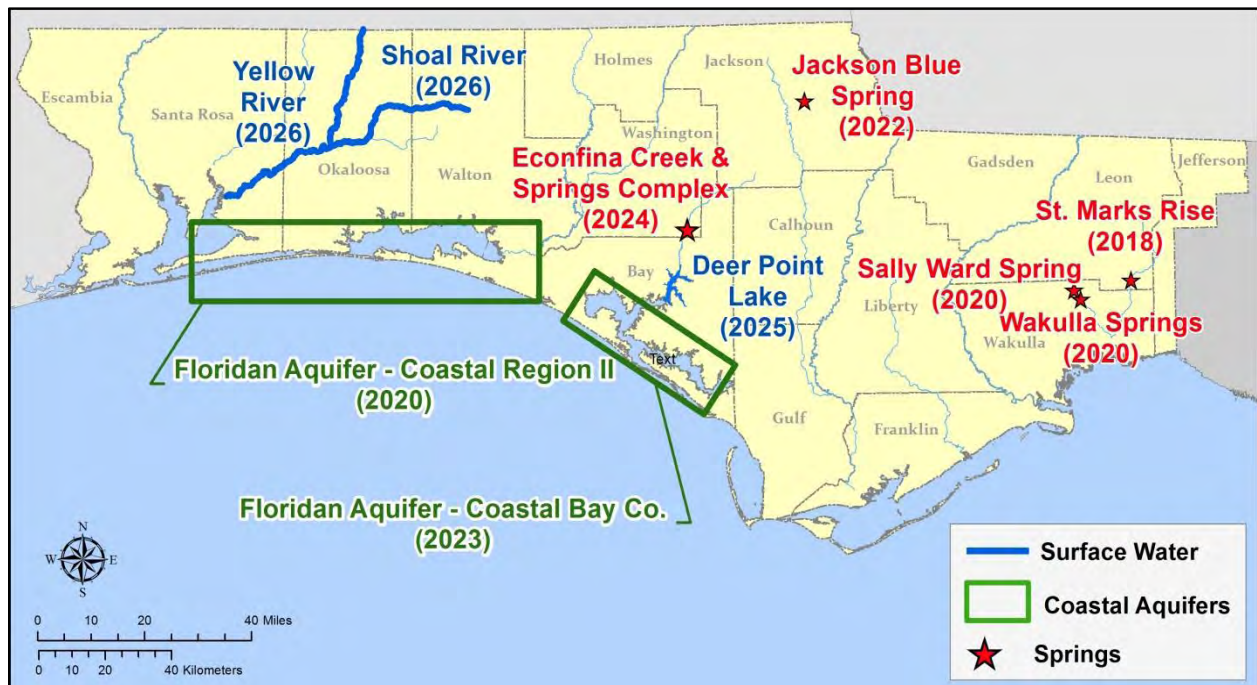
MFL Technical Assessments will be initiated as soon as fiscal and staffing resources allow.

**Table 2.3 Water Bodies Subject to Regulatory Reservations**

Apalachicola River	Jackson, Calhoun, Gulf, Gadsden, Liberty, Franklin	The magnitude, duration, and frequency of observed flows are reserved, essentially in total, all seasons for the protection of fish and wildlife of the Chipola River, Apalachicola River, associated floodplains and Apalachicola Bay (40A-2.223, F.A.C.)
Chipola River	Jackson, Calhoun, Gulf	

Footnotes

- <sup>1</sup> Priority list and schedule will be re-evaluated on an annual basis.
- <sup>2</sup> Waterbody Type: A=aquifer, L=lake, R=river, Spr=spring (1<sup>st</sup> or 2<sup>nd</sup> magnitude).
- <sup>3</sup> All 1<sup>st</sup> magnitude springs, and 2<sup>nd</sup> magnitude springs within state or federal lands purchased for conservation, are required to be listed according to section 373.042, F.S.
- <sup>4</sup> It is anticipated that each proposed MFL will be submitted for scientific peer review following the technical assessment.



**Figure 2.1 NFWMD MFL Priority Waterbodies<sup>1</sup>**

<sup>1</sup>2014-2015 schedule; completion dates of MFL technical assessments shown in parentheses

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## Chapter Three: Annual Five-Year Capital Improvements Plan

### 3.1 Introduction

The five-year capital improvements plan (CIP) includes projected revenues and expenditures for capital improvements from fiscal years 2014-2015 through 2018-2019. As directed by section 373.536(6)(a)(3), F.S., the CIP has been prepared in a manner comparable to the fixed capital outlay format set forth in section 216.043, F.S. The format for this plan is drawn from the standard budget reporting format prescribed by the Executive Office of the Governor. Capital improvement projects may be budgeted in either of two standard program categories. Those programs and their activities and sub-activities are represented below:

#### 2.0 Acquisition, Restoration and Public Works

- 2.1 Land Acquisition
- 2.2 Water Source Development
  - 2.2.1 Water Resource Development Projects
  - 2.2.2 Water Supply Development Assistance
  - 2.2.3 Other Water Source Development Activities
- 2.3 Surface Water Projects
- 2.4 Other Cooperative Projects
- 2.5 Facilities Construction & Major Renovations
- 2.6 Other Acquisition and Restoration Activities

#### 3.0 Operation and Maintenance of Lands and Works

- 3.1 Land Management
- 3.2 Works
- 3.3 Facilities
- 3.4 Invasive Plant Control
- 3.5 Other Operation and Maintenance Activities

The only activities and sub-activities under program *2.0 Acquisition, Restoration and Public Works* that may include capital improvement projects are: 2.1 Land Acquisition, 2.2.1 Water Resource Development Projects, 2.2.3 Other Water Source Development Activities, 2.3 Surface Water Projects, and 2.5 Facilities Construction and Major Renovations. The Northwest Florida Water Management District has projects in each of these categories.

The only activities under program *3.0 Operation and Maintenance of Lands and Works* that may include capital improvement projects are: 3.1 Land Management and 3.2 Works. Of these, the Northwest Florida Water Management District only has capital improvement projects in activity 3.1.

The CIP includes expenditures for basic construction costs (permits, inspections, site development, etc.) and other project costs (land, survey, existing facility acquisition, professional services, etc.).

A district's CIP contains only those projects that will be owned and capitalized as fixed assets by the district. The District does not capitalize construction projects having a total project cost of less than \$50,000.

## 3.2 Five-Year Capital Improvements Plan

The purpose of the Five-Year Capital Improvements Plan (CIP) is to project future needs and anticipate future funding requirements to meet those needs. The CIP includes expenditures for basic construction costs (permits, inspections, site development, etc.), other project costs (land, survey, existing facility acquisition, professional services, etc.) and anticipated changes in program costs, changes in maintenance costs and changes in utility costs. The development and construction of all capital projects are budgeted either under program heading *2.0 Acquisition, Restoration and Public Works* or under program heading *3.0 Operation and Maintenance of Lands and Works*.

The District's capital improvements projects are categorized according to the following activities:

- Land Acquisition;
- Surface Water Projects;
- Facilities Construction and Major Renovations; and
- Land Management.

The District's Florida Forever Work Plan, Land Acquisition Plan, Five-Year Water Resource Development Work Plan, Land Management Plan and Northwest Florida Umbrella, Watershed-based, Regional Mitigation Plan may also provide valuable insight to the District's long range capital improvements plan.

**Table 3.1 NFWFMD Five Year Capital Improvements Plan, Fiscal Years 2014-2018**

<b>2.0 ACQUISITION, RESTORATION, AND PUBLIC WORKS</b>					
<b>2.1 Land Acquisition</b>					
<b>Revenues (\$)</b>	<b>Fiscal Year</b>				
	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>
Water Management Lands Trust Fund	0	0	0	0	0
Florida Forever	0	0	0	0	0
District Land Acquisition Reserve	47,210	70,935	75,000	75,000	75,000
Land Management Fund	0	0			
<b>TOTAL</b>	<b>47,210</b>	<b>70,935</b>	<b>75,000</b>	<b>75,000</b>	<b>75,000</b>
<b>Expenditures (\$)</b>	<b>Fiscal Year</b>				
	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>
Florida Forever - Land Acquisitions	0	0	0	0	0
Land Acquisition	47,210	70,935	75,000	75,000	75,000
Water Management Lands Trust Fund	0	0	0	0	0
Land Management Fund	0	0	0	0	
<b>TOTAL</b>	<b>47,210</b>	<b>70,935</b>	<b>75,000</b>	<b>75,000</b>	<b>75,000</b>

**2.2 Water Source Development**

Revenues (\$)	Fiscal Year				
	2014-15	2015-16	2016-17	2017-18	2018-19
Florida Forever	0	0	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Expenditures (\$)	Fiscal Year				
	2014-15	2015-16	2016-17	2017-18	2018-19
Florida Forever - Land Acquisitions	0	0	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**2.3 Surface Water Projects**

Revenues (\$)	Fiscal Year				
	2014-15	2015-16	2016-17	2017-18	2018-19
FDOT Mitigation Funds	2,500,000	2,250,000	1,500,000	1,300,000	1,100,000
<b>TOTAL</b>	<b>2,500,000</b>	<b>2,250,000</b>	<b>1,500,000</b>	<b>1,300,000</b>	<b>1,100,000</b>

Expenditures (\$)	Fiscal Year				
	2014-15	2015-16	2016-17	2017-18	2018-19
FDOT Mitigation	2,500,000	2,250,000	1,500,000	1,300,000	1,100,000
<b>TOTAL</b>	<b>2,500,000</b>	<b>2,250,000</b>	<b>1,500,000</b>	<b>1,300,000</b>	<b>1,100,000</b>

**2.5 Facilities Construction and Major Renovations**

Revenues (\$)	Fiscal Year				
	2014-15	2015-16	2016-17	2017-18	2018-19
Florida Forever	0	0	0	0	0
Water Management Lands Trust Fund	0	0	0	0	0
Land Management Fund	80,000	20,000	0	0	0
<b>TOTAL</b>	<b>80,000</b>	<b>20,000</b>	<b>0</b>	<b>0</b>	<b>0</b>

Expenditures (\$)	Fiscal Year				
	2014-15	2015-16	2016-17	2017-18	2018-19
Marianna Field Office Consolidation	80,000	20,000	0	0	0
<b>TOTAL</b>	<b>80,000</b>	<b>20,000</b>	<b>0</b>	<b>0</b>	<b>0</b>

Chapter 3: Annual Five-Year Capital Improvement Plan

<b>3.0 OPERATION AND MAINTENANCE OF LANDS AND WORKS</b>					
<b>3.1 Land Management</b>					
<b>Revenues (\$)</b>	<b>Fiscal Year</b>				
	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>
Water Management Lands Trust Fund	0	0	0	0	0
Florida Forever	0	0	0	0	0
Land Management Fund	1,080,000	37,500	50,000	50,000	50,000
Line Item 1638A - 2013-2014 GENERAL APPROPRIATIONS ACT.	377,287	0	0	0	0
Line Item 1645 - 2014-2015 GENERAL APPROPRIATIONS ACT.	300,000	150,000	0	0	0
<b>TOTAL</b>	<b>1,757,287</b>	<b>187,500</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>
<b>Expenditures (\$)</b>	<b>Fiscal Year</b>				
	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>
Canoe/Small Boat Launch(s)	0	0	0	0	0
Spring Restoration & Protection Project; Phase II - Williford Spring	1,202,287	5,000	0	0	0
Streambank Restoration & Public Recreation – Cooperative with Local Governments	255,000	32,500	0	0	
Public Access Road Construction	0	0	0	0	0
Streambank and Solution Hole Restoration and Protection	0	0	50,000	50,000	50,000
Devil’s Hole Spring Restoration	125,000	62,500	0	0	0
Cotton Landing Streambank Restoration and Protection	175,000	87,500	0	0	0
<b>TOTAL</b>	<b>1,757,287</b>	<b>187,500</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>
<b>TOTAL CAPITAL EXPENDITURES (\$)</b>	<b>4,384,497</b>	<b>2,528,435</b>	<b>1,625,000</b>	<b>1,425,000</b>	<b>1,225,000</b>

### 3.3 Project Descriptions

The following pages provide a brief description of each capital improvements plan activity.

**PROGRAM:** 2.0 ACQUISITION, RESTORATION, AND PUBLIC WORKS

**ACTIVITY:** 2.1 LAND ACQUISITION

**Project Title:** Save Our Rivers, Preservation 2000 and Florida Forever Land Purchases - No land acquisitions are anticipated in FY 2014-2015.

**Type:** Unimproved Land

**Physical Location:** Undetermined - Within the District's 16-county boundaries

**Square Footage/Physical Description:** N/A

**Expected Completion Date:** N/A

**Historical Background/Need for Project:** To protect and preserve the water resources within the District's 16-county boundaries.

**Plan Linkages:** Florida Forever Work Plan

**Area(s) of Responsibility:** Water Supply, Water Quality, Flood Protection and Natural Systems

**Alternative(s):** None

**Basic Construction Costs (includes permits, inspections, communications requirements, utilities outside building, site development, other):** Purchase price of land is unknown at this time.

**Other Project Costs (includes land, survey, existing facility acquisition, professional services, other):** Land acquisition ancillary costs are unknown at this time.

**Anticipated Additional Operating Costs/Initial (includes salaries, benefits, equipment, furniture, expenses):** N/A

**Anticipated Additional Operating Costs/Continuing:** Varied. Maintenance costs to be determined based on the locations and types of lands ultimately acquired.

**PROGRAM:** 2.0 ACQUISITION, RESTORATION, AND PUBLIC WORKS

**ACTIVITY:** 2.2 WATER SOURCE DEVELOPMENT

**Project Title:** Save Our Rivers and Florida Forever Land Purchases - No land acquisitions are anticipated in FY 2014-2015.

**Type:** Unimproved Land

**Physical Location:** Undetermined - Within the District's 16-county boundaries

**Square Footage/Physical Description:** N/A

**Expected Completion Date:** N/A

**Historical Background/Need for Project:** To protect and preserve the water resources within the District's 16-county boundaries.

**Plan Linkages:** Florida Forever Work Plan

**Area(s) of Responsibility:** Water Supply, Water Quality, Flood Protection and Natural Systems

**Alternative(s):** None

**Basic Construction Costs (includes permits, inspections, communications requirements, utilities outside building, site development, other):** Purchase price of land is unknown at this time.

**Other Project Costs (includes land, survey, existing facility acquisition, professional services, other):** Land acquisition ancillary costs are unknown at this time.

**Anticipated Additional Operating Costs/Initial (includes salaries, benefits, equipment, furniture, expenses):** N/A

**Anticipated Additional Operating Costs/Continuing:** Varied. Maintenance costs to be determined based on the locations and types of lands ultimately acquired.

**PROGRAM:** 2.0 ACQUISITION, RESTORATION, AND PUBLIC WORKS

**ACTIVITY:** 2.3 SURFACE WATER PROJECTS

**Project Title:** Regional Mitigation for FDOT Wetlands Impacts

**Type:** Wetlands, waterbodies and buffers that qualify as mitigation for FDOT wetland impacts

**Physical Location:** Various locations - Watersheds within the District

**Square Footage/Physical Description:** Land purchases, land management restoration activities (shrub reduction, herbicide, vegetative planting, etc.), and/or construction of various capital restoration structures (e.g., bridges, low water crossings, water control structures).

**Expected Completion Date:** Program is ongoing, year-to-year.

**Historical Background/Need for Project:** Section 373.4137, F.S., provides that the districts mitigate for FDOT wetland impacts that are not within the service area of a private mitigation bank or when credits from a mitigation bank are not deemed appropriate.

**Plan Linkages:** Northwest Florida Umbrella, Watershed-based, Regional Mitigation Plan, Florida Forever Work Plan, SWIM plans

**Area(s) of Responsibility:** Water Quality, Flood Protection and Natural Systems.

**Alternative(s):** Specific projects may be excluded from the mitigation plan, in whole or in part, upon the election of the FDOT, a transportation authority if applicable, or the District.

**Basic Construction Costs (includes permits, inspections, communications requirements, utilities outside building, site development, other):** Unknown at this time. Multiple projects. Costs are determined by project type (land acquisition, bridge construction, low water crossing, etc.).

**Other Project Costs (includes land, survey, existing facility acquisition, professional services, other):** An amount equal to 15 percent of the total construction and land acquisition costs are estimated for engineering design work, surveying, land appraisals, environmental audits, etc.

**Anticipated Additional Operating Costs/Initial (includes salaries, benefits, equipment, furniture, expenses):** Unknown at this time. Multiple projects. Costs are determined by project type (land acquisition, bridge construction, low water crossing, etc.).

**Anticipated Additional Operating Costs/Continuing:** Unknown at this time. Multiple projects. Costs are determined by project type (land acquisition, bridge construction, low water crossing, etc.)

**PROGRAM:** 2.0 ACQUISITION, RESTORATION, AND PUBLIC WORKS

**ACTIVITY:** 2.5 FACILITIES CONSTRUCTION AND MAJOR RENOVATIONS

**Project Title:** Marianna Field Office Consolidation Project

**Type:** Land Management Field Office

**Physical Location:** 6418 E. Hwy. 20, Youngstown, Florida 32466

**Square Footage/Physical Description:** 1,600 square feet (approximate), steel office building

**Expected Completion Date:** September 30, 2015

**Historical Background/Need for Project:** Until 2012, the Marianna Field Office (MFO) consisted of up to eight employees in the Resource Regulation and Lands Divisions who were housed in a large steel building and canopy (7,031 sq. ft. in total). Currently the MFO consists of three Lands Division employees (2-FTE + 1-OPS) who manage District lands in the Eastern Land Management Region. In addition, the District's Forestry Operations field office (modular building) located at the Econfina Field Office (EFO) complex is 20 years old, needs expensive repairs and maintenance, and houses three FTEs (2-Lands + 1-Resource Mgt. employees). In an effort to reduce overall land management facility and operational costs, the District is proposing to eliminate the MFO and consolidate the MFO and Forestry Operations employees into one building, which will be located at the EFO.

**Plan Linkages:** Florida Forever Work Plan, District Strategic Plan, District Budget

**Area(s) of Responsibility:** Water Supply, Water Quality, Flood Protection and Natural Systems

**Alternative(s):** NFWFMD could delay the potential project, but repair and maintenance costs for the Forestry Operations and MFO facilities will continue to increase and long-term land management facility and operational cost savings will not be realized if these two aging and inadequate facilities are not consolidated into one smaller building at one central location.

**Basic Construction Costs (includes permits, inspections, communications requirements, utilities outside building, site development, other):** Estimated at \$100,000, (FY 2014-2015 - \$80,000 & FY 2015-2016 - \$20,000).

**Other Project Costs (includes land, survey, existing facility acquisition, professional services, other):** \$10,000

**Anticipated Additional Operating Costs/Initial (includes salaries, benefits, equipment, furniture, expenses):** \$5,000

**Anticipated Additional Operating Costs/Continuing:** Estimated at \$10,000



**PROGRAM:** 3.0 OPERATION AND MAINTENANCE OF LANDS AND WORKS

**ACTIVITY:** 3.1 LAND MANAGEMENT

**Project Title:** Public Waterway Access

**Type:** Canoe/Small Boat Launch(s)

**Physical Location:** TBD

**Square Footage/Physical Description:** TBD

**Expected Completion Date:** TBD

**Historical Background/Need for Project:** Suitable public waterway access, especially in sensitive riparian, lacustrine and floodplain areas on District lands.

**Plan Linkages:** District's Florida Forever Work Plan

**Area(s) of Responsibility:** Water Supply, Water Quality, Flood Protection and Natural Systems

**Alternative(s):** NFWFMD could delay potential projects when sites are identified, however adverse stormwater and shoreline impacts will continue, i.e., erosion, siltation and sedimentation issues, which would adversely impact water quality in stream, lakes and rivers.

**Basic Construction Costs (includes permits, inspections, communications requirements, utilities outside building, site development, other):** N/A

**Other Project Costs (includes land, survey, existing facility acquisition, professional services, other):** N/A

**Anticipated Additional Operating Costs/Initial (includes salaries, benefits, equipment, furniture, expenses):** N/A

**Anticipated Additional Operating Costs/Continuing:** N/A

**PROGRAM:** 3.0 ACQUISITION, RESTORATION, AND PUBLIC WORKS

**ACTIVITY:** 3.1 FACILITIES CONSTRUCTION AND MAJOR RENOVATIONS

**Project Title:** Econfina Springs Complex - Spring Restoration & Protection Project; Phase II - Williford Spring.

**Type:** Spring Restoration and Protection Project

**Physical Location:** Econfina Creek Water Management Area

**Square Footage/Physical Description:** Ongoing restoration and protection of Williford Spring, a second-magnitude spring. Engineering designs include, but are not limited to, the following: 1) spring vent sediment removal; 2) spring bank and shoreline restoration and protection utilizing geotechnical materials and native vegetation; 3) enhanced spring and spring-run protection with the construction of an elevated mono-pile boardwalk which provides access to a canoe dock/gangway for use by canoeists/kayakers; 4) associated stormwater facilities to prevent sediment from entering the spring pool; 5) spring entry steps and limestone terrace for public access; 6) connector and interpretative trail construction in sensitive karst areas to protect water resources, provide public access and link to Pitt and Sylvan Springs (Phase I); 7) island and shoreline restoration; 8) associated public access and recreation facilities including parking area, picnic pavilions, a composting toilet, sidewalks, boardwalks, a spring view deck, etc. and; 9) landscape restoration utilizing native species at all sites. Construction was initiated during May 2014.

**Expected Completion Date:** The project is scheduled for completion by or before April 30, 2015.

A site stabilization and landscape plant grow-in period will occur after facilities construction has been completed and is anticipated to last until May 1, 2016 or for a minimum 12-month period. Signage will be completed during the grow-in period. The site is scheduled to open on or before May 1, 2016, subject to successful landscape plant grow-in, site stabilization, weather factors, etc.

**Historical Background/Need for Project:** Project will restore and protect a significant second-magnitude spring by removing from one to three feet of sediment, addressing stormwater issues, preventing erosion, enhancing water quality, protecting natural systems and restoring and enhancing riparian and associated aquatic habitats adversely impacted in the past due to unregulated public access and recreational use.

**Plan Linkages:** District's Florida Forever Work Plan

**Area(s) of Responsibility:** Water Supply, Water Quality, Flood Protection and Natural Systems

**Alternative(s):** NFWFMD could delay the project, which would adversely impact Williford Spring and the water quality of Econfina Creek (a Class I Waterbody).

**Basic Construction Costs (includes permits, inspections, communications requirements, utilities outside building, site development, other):** Currently at \$1,550,345.66, subject to construction completion.

**Other Project Costs (includes land, survey, existing facility acquisition, professional services, other):** \$549,028 to date for engineering services (preconstruction, bidding and construction phase services), biological/geotechnical services, archaeological oversight (surveys and sediment removal), boundary line survey (next to adjacent private landowner), security fencing, purchase of canoe dock and pavilions and for construction contractor. In addition, \$75,000 in FY 2014-2015 for resource protection, public safety and interpretive signage.

**Anticipated Additional Operating Costs/Initial (includes salaries, benefits, equipment, furniture, expenses):** None

**Anticipated Additional Operating Costs/Continuing:** Estimated at \$10,000 for site security, management and maintenance.

**PROGRAM:** 3.0 OPERATION AND MAINTENANCE OF LANDS AND WORKS

**ACTIVITY:** 3.1 LAND MANAGEMENT

**Project Title:** Streambank Restoration and Protection and Repairs and Improvements to Hightower, Spurling and Live Oak Landings – Cooperative Local Government Agreement (Washington County).

**Type:** Streambank Restoration and Protection and Public Access and Recreation

**Physical Location(s):** Hightower, Spurling and Live Oak landings (Washington County) – Choctawhatchee River/Holmes Creek WMA.

**Square Footage/Physical Description:** Restoration and protection of approximately 500 feet of eroded shoreline or streambank at three boat launch locations along Holmes Creek utilizing geotextile bags to create a vegetative retaining wall, as well as repair and improvement of these sites, including but not limited to: 1) construction of four stormwater facilities; 2) demolition, regrading and construction of a boat launch at Live Oak Landing; 3) access road improvements; 4) parking area improvements at all three sites; 5) construction of a bank fishing pier at Live Oak Landing; 6) short boardwalk and spring observation deck at Hightower Landing spring; 7) installation of protective wooden rail fencing at all sites and; 8) development of picnic areas and four primitive campsites at Spurling Landing.

**Expected Completion Date:** On or before September 30, 2015, subject to water levels and receipt of the Spurling Landing permit. Permits have been received for Live Oak and Hightower Springs landings and construction was initiated at Live Oak Landing in November 2014.

**Historical Background/Need for Project:** Significant streambank erosion is occurring at all three sites and lack of stormwater treatment facilities are causing siltation and sedimentation issues at all three sites, especially at Hightower and Live Oak landings. In addition, the boat launch at Live Oak Landing cannot be used properly during low-water periods, limiting public access and recreation. Enhanced public access and recreation facilities are also needed, especially at Live Oak and Spurling landings.

**Plan Linkages:** District's Florida Forever Work Plan

**Area(s) of Responsibility:** Water Supply, Water Quality, Flood Protection and Natural Systems

**Alternative(s):** NFWMD could delay the project and shorelines or streambanks will continue to erode; stormwater will continue to impact the water quality of Holmes Creek; the public will have difficulty accessing Holmes Creek and adjacent District lands for recreation purposes, and; public recreation opportunities will be diminished.

**Basic Construction Costs (includes permits, inspections, communications requirements, utilities outside building, site development, other):** \$200,000.

**Other Project Costs (includes land, survey, existing facility acquisition, professional services, other):** \$55,000 (\$45,000 for District-provided geotextile bags and \$10,000 for rail fencing, picnic tables, grills, fire rings, etc. for primitive campsites).

**Anticipated Additional Operating Costs/Initial (includes salaries, benefits, equipment, furniture, expenses):** None. Per the agreement, Washington County will maintain, cleanup sites and provide law enforcement patrols.

**Anticipated Additional Operating Costs/Continuing:** County responsibility.

**PROGRAM:** 3.0 OPERATION AND MAINTENANCE OF LANDS AND WORKS

**ACTIVITY:** 3.1 LAND MANAGEMENT

**Project Title:** Public or Land Management Access Road Construction (Materials Only) Project(s) - No projects are anticipated in FY 2014-2015 due to lack of adequate funds.

**Type:** Single or Double Lane Paved Public Access Road (Approx. 30-foot wide)

**Physical Location(s):** St. Andrew's Tract - Section 9 (Hwy. 167, SW Jackson Co.); Altha Tract - Johnny Boy Landing and Look And Tremble Roads (Calhoun County) and; Beaverdam Creek Tract - Harry Donar Road (Liberty County).

**Square Footage/Physical Description:** – TBD

**Expected Completion Date:** N/A

**Historical Background/Need for Project:** Road(s) is (are) currently sand or clay that experience(s) considerable stormwater impacts (erosion/wetland habitat sedimentation and siltation) during heavy rainfall events. Paving the road(s) will lessen stormwater impacts and provide enhanced public/land management access to a portion of the WMA(s).

**Plan Linkages:** District's Florida Forever Work Plan

**Area(s) of Responsibility:** Water Supply, Water Quality, Flood Protection and Natural Systems

**Alternative(s):** NFWFMD could delay the project, which would allow the road to continue to erode and impact adjacent water resources, hinder vehicular access by the public to District lands, etc.

**Basic Construction Costs (includes permits, inspections, communications requirements, utilities outside building, site development, other):** Cooperative project(s) [Local Govt. Agreements] with Calhoun, Jackson or Liberty Counties – Funding for asphalt only. Counties will provide all labor and equipment.

**Other Project Costs (includes land, survey, existing facility acquisition, professional services, other):** N/A.

**Anticipated Additional Operating Costs/Initial (includes salaries, benefits, equipment, furniture, expenses):** None

**Anticipated Additional Operating Costs/Continuing:** County responsibility.

**PROGRAM:** 3.0 OPERATION AND MAINTENANCE OF LANDS AND WORKS

**ACTIVITY:** 3.1 LAND MANAGEMENT

**Project Title:** Streambank and Solution Hole Restoration and Protection

**Type:** Shoreline and/or Solution Hole Restoration and Protection

**Physical Location:** District-wide - TBD

**Square Footage/Physical Description:** Shoreline and/or solution hole bank restoration and protection utilizing geotextile bags and providing for public access while protecting water resources, subject to engineering design and permitting.

**Expected Completion Date:** TBD

**Historical Background/Need for Project:** Shorelines and solution holes are experiencing significant bank erosion and sedimentation due to adverse impacts caused by unregulated public use on sensitive slope areas. Projects will stabilize highly erodible slopes while providing public access and recreational use.

**Plan Linkages:** District's Florida Forever Work Plan

**Area(s) of Responsibility:** Water Supply, Water Quality, Flood Protection and Natural Systems

**Alternative(s):** District could delay project(s), which may lead to further degradation of shorelines and/or solution holes, which may cause these areas to be closed to public access and use.

**Basic Construction Costs (includes permits, inspections, communications requirements, utilities outside building, site development, other):**  $\geq$  \$50,000.

**Other Project Costs (includes land, survey, existing facility acquisition, professional services, other):** The District will utilize in-house staff for engineering design services and in-house staff and Public Works Inmate Crew for construction or enter into cooperative agreements with local governments and provide funding.

**Anticipated Additional Operating Costs/Initial (includes salaries, benefits, equipment, furniture, expenses):** \$0

**Anticipated Additional Operating Costs/Continuing:** None. Public Works Inmate Crew will conduct site cleanup and maintenance.

**PROGRAM:** 3.0 OPERATION AND MAINTENANCE OF LANDS AND WORKS

**ACTIVITY:** 3.1 LAND MANAGEMENT

**Project Title:** Devil's Hole Spring Streambank Restoration and Protection

**Type:** Spring and Streambank Restoration and Protection

**Physical Location:** Econfina Creek

**Square Footage/Physical Description:** Spring and streambank restoration and protection utilizing geotextile bags and providing for public access while protecting water resources, subject to engineering design and permitting.

**Expected Completion Date:** On or before September 30, 2016

**Historical Background/Need for Project:** Devil's Hole Spring and the adjacent Econfina Creek streambank are experiencing significant bank erosion and sedimentation due to adverse impacts caused by unregulated public use on sensitive slope areas. Project will restore, stabilize and protect highly erodible streambank while providing public access and enhanced recreational use.

**Plan Linkages:** District's Florida Forever Work Plan

**Area(s) of Responsibility:** Water Supply, Water Quality, Flood Protection and Natural Systems

**Alternative(s):** District could delay project(s), which may lead to further degradation of Devil's Hole Spring and the adjacent streambank, which may adversely impact Class I water resources and may cause these areas to be closed to public access and use.

**Basic Construction Costs (includes permits, inspections, communications requirements, utilities outside building, site development, other):** Estimated at \$125,000.

**Other Project Costs (includes land, survey, existing facility acquisition, professional services, other):**  
TBD

**Anticipated Additional Operating Costs/Initial (includes salaries, benefits, equipment, furniture, expenses):** None

**Anticipated Additional Operating Costs/Continuing:** None. Site security is already being provided and a Public Works Inmate Crew will provide site cleanup and maintenance.



**PROGRAM:** 3.0 OPERATION AND MAINTENANCE OF LANDS AND WORKS

**ACTIVITY:** 3.1 LAND MANAGEMENT

**Project Title:** Cotton Landing Streambank Restoration and Protection

**Type:** Streambank Restoration and Protection

**Physical Location:** Holmes Creek, approximately three miles northeast of Vernon, Florida.

**Square Footage/Physical Description:** Streambank restoration and protection utilizing geotextile bags and providing for public access while protecting water resources, subject to engineering design and permitting.

**Expected Completion Date:** On or before September 30, 2016

**Historical Background/Need for Project:** The Holmes Creek streambank at Cotton Landing is experiencing significant bank erosion and sedimentation due to adverse impacts caused by prolonged drought, inadequate water access facilities and unregulated public use on sensitive streambank areas. Project will restore, stabilize and protect highly erodible streambanks while providing for enhanced public access and recreational use.

**Plan Linkages:** District's Florida Forever Work Plan

**Area(s) of Responsibility:** Water Supply, Water Quality, Flood Protection and Natural Systems

**Alternative(s):** District could delay the project, which may lead to further degradation of the Holmes Creek streambank and water quality, which may cause these areas to be closed to public access and use.

**Basic Construction Costs (includes permits, inspections, communications requirements, utilities outside building, site development, other):** estimated at \$175,000.

**Other Project Costs (includes land, survey, existing facility acquisition, professional services, other):**  
TBD

**Anticipated Additional Operating Costs/Initial (includes salaries, benefits, equipment, furniture, expenses):** \$0

**Anticipated Additional Operating Costs/Continuing:** None. Site security is already being provided and a Public Works Inmate Crew will provide site cleanup and maintenance.

## 3.4 Appendix

**Water Management District Standard Format Program Definitions** for Programs and Activities Found in the Northwest Florida Water Management District's Capital Improvements Plan.

### **2.0 Acquisition, Restoration and Public Works**

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, and support and administrative facilities construction; cooperative projects; land acquisition (including Save Our Rivers/Preservation 2000/Florida Forever) and the restoration of lands and water bodies.

2.1 Land Acquisition: 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."

2.2 Water Source Development: The acquisition of land and facilities for the protection and management of water resources. This activity category includes land acquisition components of "water resource development projects," "water supply development assistance projects," or "other water source development activities."

2.3 Surface Water Projects: Those projects that restore or protect surface water quality, flood protection, or surface-water related resources through the acquisition and improvement of land, construction of public works, and other activities.

2.5 Facilities Construction and Major Renovations: Design, construction, and significant renovation of all district support and administrative facilities.

### **3.0 Operation and Maintenance of Lands and Works**

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.

3.1 Land Management (P2000/Save Our Rivers/Florida Forever): Maintenance, custodial, public use improvements, and restoration efforts for lands acquired through Save Our Rivers, Preservation 2000, Florida Forever or other land acquisition programs.

## Chapter Four: Water Supply

### 4.1 Five-Year Water Resource Development Work Program: FY 2013-2014 Update

#### Introduction

The Florida Water Resources Act (Chapter 373, Florida Statutes) directs the state's five water management districts to conduct water supply planning through a two-step process that involves: (1) assessing the water supply needs and sources of each water supply planning region; and (2) developing regional water supply plans (RWSPs) for those regions where existing sources of water are considered inadequate to supply water for all existing and future reasonable-beneficial uses while sustaining water resources and natural systems over a twenty-year planning period. Regional water supply plans are governed by section 373.709, Florida Statutes (F.S.), and must include both water resource development and water supply development components, with supporting data and analysis, to exceed the projected water demands through the planning horizon.

Section 373.536(6)(a)4, F.S., requires each district to prepare a Five-Year Water Resource Development Work Program (WRDWP or Work Program) to describe the implementation strategy and funding plan for the water resource, water supply, and alternative water supply development components of each approved RWSP. In accordance with the statute, the Work Program is submitted to the Governor, the President of the Senate, the Speaker of the House of Representatives, the Secretary of the Department of Environmental Protection, the chairs of legislative committees with substantive or fiscal jurisdiction over the districts, and the governing boards of counties in which the districts have jurisdiction. The Florida Department of Environmental Protection (FDEP) then conducts a review of the Work Program, to include a "written evaluation of the program's consistency with the furtherance of the district's approved regional water supply plans, and the adequacy of proposed expenditures."

Water resource development and water supply development are complementary components of the RWSP. Water resource development projects are typically regional and broad in scope and can support development of non-traditional water sources. Water supply development projects are more localized and address water treatment, storage, and delivery to end users. In statute, water management districts are responsible largely for water resource development, while water supply development is primarily the responsibility of local governments, water supply authorities, and utilities. Despite the primary focus on water resource development, the districts do provide technical and financial assistance for water supply development.

Implementation of strategies detailed in the WRDWP will help make additional water available to meet future needs in a timely manner through the planning period. Sources of water identified include the inland Floridan aquifer, Sand-and-Gravel aquifer, reclaimed water, and surface waters. Water conservation is emphasized to improve water use efficiency and long-term water resource sustainability. It should be noted that the consumptive use permitting program also plays a major role in ensuring that water resources are available to meet future demands in a sustainable manner.

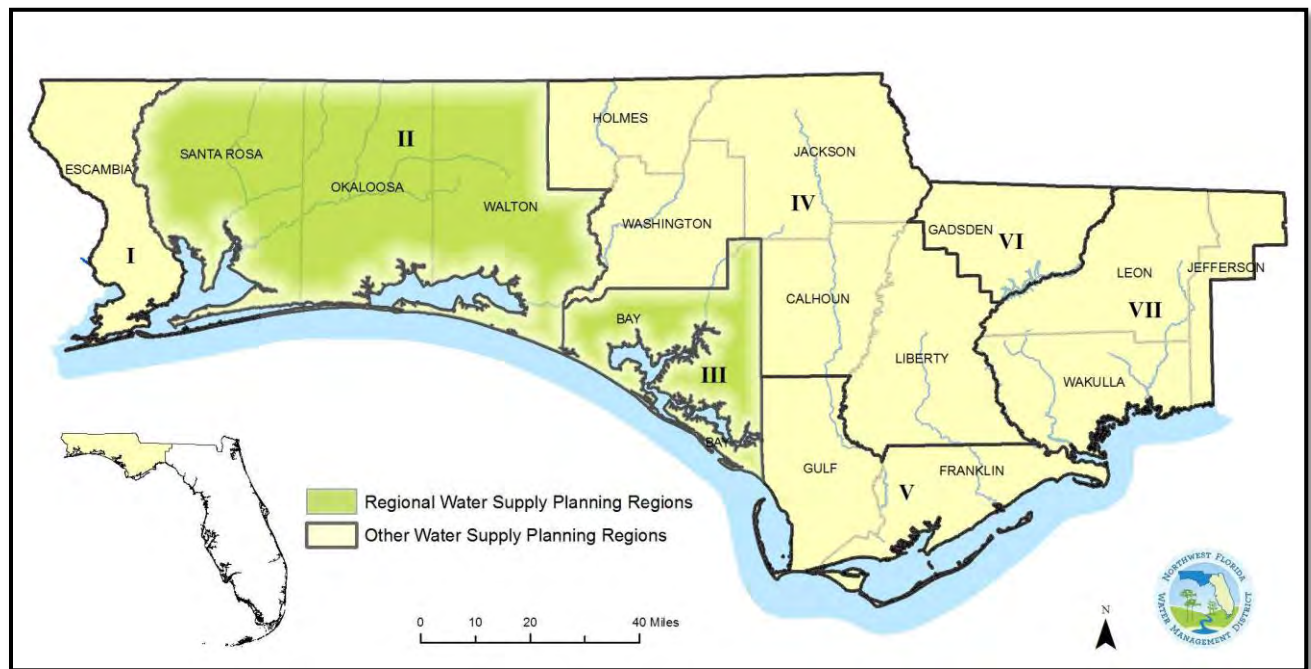
**Regional Water Supply Planning in Northwest Florida**

The Northwest Florida Water Management District (NFWMD or “District”) established seven water supply planning regions in 1996 (Figure 4.1). The initial District Water Supply Assessment (WSA) (NFWMD 1998) evaluated the sufficiency of supplies to meet demands through 2020 and concluded that only Region II (Santa Rosa, Okaloosa, and Walton counties) required a RWSP. The primary resource concern identified in Region II is a pronounced drawdown in the coastal Floridan aquifer caused by long term pumping.

In 2006, the NFWMD Governing Board determined that the need for planning alternative surface water development in Gulf County and resource constraints in coastal Franklin County (Region V) warranted development of a RWSP. Similarly, in 2008, the Governing Board concluded that the need for additional source redundancy and sustainability warranted development of a RWSP for Region III (Bay County).

A 2008 WSA update extended water demand projections and an evaluation of sources through 2030. The update concluded that no additional RWSPs were required and that water supply planning and implementation efforts should continue in regions II, III, and V (Coates et al. 2008).

The District again updated the WSA in 2013, projecting water demands and evaluating source sufficiency through 2035 (Countryman et al. 2014). The report showed that public supply remains the largest use category for the District, accounting for approximately 45 percent of the demand in 2010. It is expected that this will continue to hold true through the 2015-2035 planning period. The Governing Board discontinued regional water supply planning for Region V due to the completion of surface water source development in Gulf County and adequacy of water supplies in Franklin County under revised growth projections.



**Figure 4.1 NFWMD Water Supply Planning Regions**

### **Changes from Previous Work Plan Report**

As indicated above, regional water supply planning has been discontinued for Region V, given completion of the major alternative water supply development project within the Region V RWSP and the sufficiency of current and anticipated water sources to meet water needs through the 2035 (Countryman et al. 2014). Reflecting this, the FY 2014-2015 WRDWP no longer includes a separate section describing water resource development project implementation within Region V. The District continues to work with Region V communities to address resource needs and concerns and is continuing hydrologic data collection and analysis associated with resource monitoring and development of minimum flows and levels.

### **Funding for Water Resource and Supply Development**

The state constitution limits the NFWFMD to 0.05 mills of *ad valorem* taxing authority, which is 1/20<sup>th</sup> of that afforded the other four water management districts. The District's fiscal year (FY) 2013-2014 tax millage rate, as set by the Governing Board, was 0.04. The budget for FY 2014-2015 includes a millage rate of 0.039. Based on taxable values provided by the 16 counties in the District, tax collections are projected 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. Among those the District looks to for water supply planning and water resource development are the following:

- Water Management Lands Trust Fund;
- Legislative special appropriations;
- District General Fund;
- Federal grants;
- Water Protection and Sustainability Program Trust Fund;
- Florida Forever; and
- Local government and water supply utility cost sharing.

Water resource development in northwest Florida has depended primarily on funding from the Water Management Lands Trust Fund (WMLTF). To the extent possible, the District applies limited ad valorem funding to augment state appropriations for basic water supply planning functions. Because ad valorem funding is inadequate to support implementation of major water resource and supply development projects and initiatives, the District also applies available encumbered funds and reserves for priority projects.

The Water Protection and Sustainability Program Trust Fund (WPSPTF), established by the 2005 Legislature, enabled the District to provide cost-share assistance for construction of alternative water supply development projects and priority water resource development and springs protection activities. Projects funded under the WPSPTF are listed in Appendix A. No funding has been appropriated for the WPSPTF since FY 2009-2010.

The Florida Forever Trust Fund has supported acquisition of lands throughout northwest Florida that provide critical water resource functions, including water quality protection and aquifer recharge.

Additionally, Florida Forever has been a potential source of construction funding for reclaimed water storage facilities. Florida Forever, however, has not had significant appropriations since FY 2010-2011.

Local government and utility funding participation is especially important for several types of water resource development projects, notably including reuse of reclaimed water, water conservation, and aquifer storage and recovery. All projects require substantial local investment once they reach the water supply development stage.

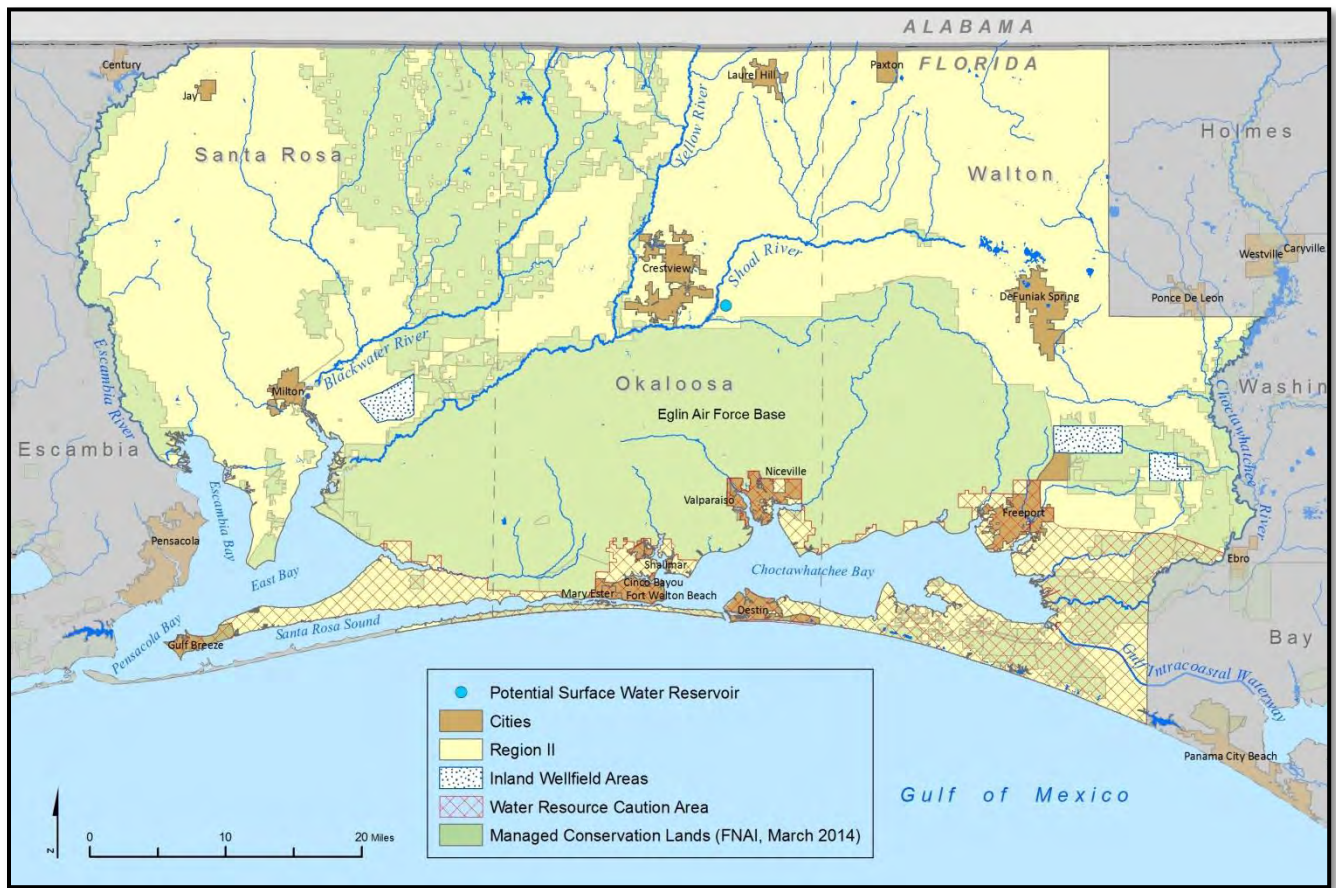
In FY 2013-2014, the District approved \$10 million from reserve funds for water supply development assistance grants across northwest Florida. The District extended the grant program another year with approximately \$8 million of new and carryover reserve funds dedicated to water supply development assistance during FY 2014-2015. This represents approximately 74 percent of the reserve funds within the District's FY 2014-2015 budget.

Funding budgeted for water resource development is listed below in summary tables for regions II and III (tables 2 and 5, respectively). The approved water resource development funding for FY 2014-2015 is \$2,481,500. The anticipated five year water resource development implementation cost through FY 2018-2019 is \$7,203,700.

## Region II: Santa Rosa, Okaloosa, and Walton Counties

Since the 1940s, Santa Rosa, Okaloosa, and Walton counties (Figure 4.2) have been characterized by significant growth in water demands within coastal portions of the region. Long-term pumping of the coastal Floridan aquifer caused formation of a substantial cone of depression, creating a risk of significant salt water intrusion and damage to public supply wells. Resource regulation and water supply planning and development over the past two decades have focused on reducing coastal withdrawals, constraining coastal demand, and developing inland water supply sources as alternatives to coastal groundwater.

Chapter 40A-2, F.A.C., established the coastal Water Resource Caution Area (WRCA) across the southern reach of all three counties (Figure 4.2). Within the coastal WRCA, regulatory approaches to resource sustainability are applied, including stringent conservation and reporting requirements and the prohibition of new allocations of coastal Floridan aquifer water for non-potable uses.



**Figure 4.2 Water Supply Planning Region II**

The District’s first RWSP was approved by the Governing Board for Region II in February 2001 (Bartel et al. 2001). The Region II RWSP described the region’s water supply needs, identified traditional and alternative water sources, and analyzed the ability of these sources to meet future demands to 2020. Updates to the plan were approved in 2006 (NFWFMD 2006) and again in 2012 (Busen and Bartel 2012). In the process, water resource and water supply development components have been revised, progress on project implementation was described, and water demands were projected to 2030.

According to the 2013 WSA Update, public supply accounted for approximately 46 million gallons per day (MGD), or 62 percent of 2010 water use in Region II, with recreational water use comprising an additional 14 MGD, or nearly 19 percent (Countryman et al. 2014). It is expected that public supply demand within the region will continue to increase through the planning horizon, though its relative proportion of water use will decline slightly.

#### *Region II Water Resource Development*

The Region II RWSP includes 10 water resource development projects encompassing strategies for developing water resources in support of alternative water supply development. These are summarized in Table 4.1. Descriptions of the strategies and their current progress follow. The quantities of water identified in the table indicate preliminary figures based on regional scale model simulations of groundwater systems, as well as regional planning objectives and application of literature-based factors for reuse and water conservation. The amounts will be refined upon completion of the identified activity.

**Table 4.1 Region II Water Resource Development Projects**

<b>Project</b>	<b>Activity</b>	<b>Water Identified (MGD)</b>
Floridan Aquifer Sustainability Modeling	Development and application of a regional groundwater flow model and salt water intrusion models to identify regional availability from the coastal Floridan aquifer.	30
Inland Sand-and-Gravel Aquifer Development and Sustainability	Development and application of a three-dimensional, transient groundwater flow model.	18
Development of Surface Water Sources	Identification and development of feasible surface water sources and optimal facilities.	25
Aquifer Storage and Recovery Feasibility	Development of aquifer storage and recovery systems, primarily to support the reuse of reclaimed water.	2
Water Reuse Coordination	Assistance in the development of reclaimed water to offset and conserve potable water resources.	5
Water Conservation Coordination	Assistance to local governments and utilities in the conservation of potable water resources.	3
Regional Water Supply Planning	Development and implementation of regional water supply plans.	N/A
Interconnection of Water Supply Conveyance Systems	Interconnection of coastal utility infrastructure to enhance the resilience of the coastal water systems.	N/A
Hydrologic Data Collection and Analysis	Collection and analysis of surface and groundwater data throughout the region.	N/A
Abandoned Well Plugging	Assistance to local governments and utilities in the plugging of abandoned wells.	N/A

#### *Floridan Aquifer Sustainability*

Limiting further salt water intrusion into the coastal Floridan aquifer and sustaining the aquifer as a viable water supply source is a primary focus of the Region II RWSP. Models of the Floridan aquifer were previously developed to include a western domain encompassing Santa Rosa and western Okaloosa



counties and an eastern domain that includes eastern Okaloosa and Walton counties. The model has been used to evaluate alternative withdrawal scenarios from the coastal Floridan aquifer.

Model simulations were made to predict the extent of salt water intrusion through 2100 for the eastern and western model domains. Results indicate that salt water intrusion into potable portions of the Floridan aquifer continue to occur at a slow rate (HydroGeoLogic, Inc., 2007b, HydroGeoLogic, Inc. and Hazlett-Kincaid, Inc. 2007). Principal pathways of saline water intrusion identified include lateral intrusion within the upper Floridan aquifer from beneath the Gulf of Mexico, lateral intrusion from the lower to the upper Floridan aquifer around the edge of the Bucatunna Clay confining unit, intrusion of saline waters where the Bucatunna Clay confining unit is absent (easternmost Choctawhatchee Bay area), and downward vertical leakage through the Intermediate System.

The District plans to refine its groundwater models during the next few years to incorporate newer data and information and updated water demand projections. The new models are anticipated to be used to evaluate future withdrawal scenarios as part of the RWSP update due in 2017. The models will also enable analysis of drawdown effects of increased pumping of the Floridan aquifer in inland areas.

#### *Inland Sand-and-Gravel Aquifer Development and Sustainability*

Due to its high recharge rate, the inland Sand-and-Gravel aquifer in Region II is capable of providing regionally-significant quantities of water. A three-dimensional, transient groundwater flow model has been developed for a portion of the Sand-and-Gravel aquifer. The study area for this effort lies between the Blackwater and Yellow Rivers in Santa Rosa and Okaloosa counties. The model includes the transient response of the aquifer to drought and climatic variability. Considerable data were gathered, which involved constructing project-specific monitoring wells, determining aquifer hydraulic properties, mapping aquifer unit thicknesses, and measuring groundwater levels and stream discharge. The groundwater flow model was subsequently developed and calibrated.

Development of an inland Sand-and-Gravel aquifer wellfield was initiated in 1999 within the Santa Rosa County portion of the study area. Prior to the development of the wellfield, approximately 1.0 MGD were being withdrawn from the area for public supply. A pipeline from the inland Sand-and-Gravel aquifer wellfield to the coastal area was completed in late 2003. Since then, public supply water withdrawals from the wellfield and vicinity have increased to 5.6 MGD in 2013. Water from the wellfield is being conveyed south to alleviate pumping demand from the Floridan aquifer along the coast.

Previous District evaluations indicate that total groundwater production of up to 18 MGD, inclusive of current withdrawals, may be available from the Sand-and-Gravel aquifer. The ability of the aquifer to sustain a production of 18 MGD and avoid or minimize impacts to natural resources will depend on the management of withdrawals. Withdrawals can be managed by the proper placement of wells, variable pumping scenarios, and limiting drawdown in wells. Applicants may be required to assess potential local-scale drawdown impacts associated with a proposed well distribution and pumping schedule, prior to obtaining or modifying an Individual Water Use Permit.

Preliminary mapping of the extent and quality of wetlands in the study area has been completed. Further investigation is needed to verify wetland quality and assess potential impacts to seepage wetlands and streams sourced by Sand-and-Gravel aquifer groundwater. The District has completed development of backwater models of the Yellow and Blackwater rivers, which are useful for accurately delineating floodplains of these rivers. In 2012-2013, the District provided technical assistance to Santa Rosa County in its wellfield protection efforts by using the existing inland Sand-and-Gravel aquifer

groundwater flow model to delineate capture zones for wells in the wellfield area. Based on the capture zone analysis, Santa Rosa County expanded its wellfield protection ordinance to include additional public supply wells and aquifer recharge areas. Additional application and assessment, including evaluation of potential wetland effects from future withdrawals, may also be needed.

#### *Development of Surface Water Sources*

In 2006, the District and its water supply consultants prepared an analysis of potential surface water supply sources in Okaloosa County, presented in the report “Conceptual Alternative Water Supply Development Projects and Planning Level Cost Estimates” (PBS&J 2006). This study reviewed the technical and economic feasibility of several alternatives, including direct river withdrawal and riverbank filtration. The District also concurrently reviewed an evaluation of a proposed Yellow River Reservoir and concluded that the proposal was not economically feasible and that its implementation would cause significant environmental impacts and mitigation requirements. Okaloosa County is continuing to evaluate surface waters in the Yellow and Shoal rivers basins as potential future water supply sources. Potential facilities may include direct withdrawal and treatment systems, as well as offline reservoir or other storage facilities.

#### *Aquifer Storage and Recovery Feasibility*

Aquifer storage and recovery (ASR), depending on the particular hydrogeologic and economic considerations of an area, has the potential to support storage of large quantities of water more effectively and at a lower cost than above-ground storage. Aquifer storage and recovery systems, with a single exception, have not been developed, within Region II due to hydrogeologic conditions, economic feasibility, the need for water quality evaluations, and other technical constraints. Destin Water Users has recently developed an ASR system for storage of reclaimed water in the Sand-and-Gravel aquifer. The system’s seven wells are permitted for a total of 2.125 MGD annual average daily flow capacity. This reclaimed water is available to meet irrigation demands, helping to conserve potable water resources.

The use of ASR in the future for storage of reclaimed water or perhaps as a salinity barrier may require a regional approach, since water introduced into a geologic formation could affect the groundwater beneath jurisdictions or service areas of multiple utilities. In coordination with evaluations of surface water supply and reclaimed water alternatives, and if additional funding becomes available, the District may conduct preliminary groundwater model analyses of the feasibility of additional ASR activities within Region II. A cooperative approach between utilities, the District, and FDEP will be sought for any project development.

#### *Water Reuse Coordination*

As of 2013, 25 reuse applications associated with 11 reuse systems in Region II were permitted for public access reclaimed water, producing an estimated 9.1 MGD for public access reuse (FDEP 2013). These facilities supported landscape irrigation for approximately 2,341 residences, 19 golf courses, 13 parks, five schools, and two cooling towers.

In response to regulatory and cooperative planning efforts, significant investments in reuse have been made in the region, particularly for golf course irrigation in coastal areas. Most of the wastewater utilities serving coastal Santa Rosa, Okaloosa, and Walton counties provide some public access reuse water that offsets potable demand. Past District funding assistance has helped provide for construction of new reuse facilities near the City of Freeport and in north-central Okaloosa County. A District-wide grant program initiated in FY 2013-2014, the Water Supply Development Community Assistance Initiative, funded three reuse projects. In Okaloosa County, the City of Niceville received \$144,000 for a

Highway 285 reclaimed water main upgrade to increase line capacity. In Santa Rosa County, the City of Gulf Breeze was awarded \$345,500 to fund a reclaimed water elevated storage tank for the South Santa Rosa Utility System, and Pace Water System, Inc., was awarded \$160,000 for a reclaimed water extension to the Santa Rosa Soccer and Horse Complex. Each of these utilities is matching District grant funds. This grant program is anticipated to continue in FY 2014-2015, with reuse projects eligible for funding.

The Region II RWSP previously identified approximately 5 MGD of new beneficial reuse to offset demands on the coastal Floridan aquifer within Region II. There appears to be considerable opportunity to expand the use of reclaimed water to meet non-potable water needs.

The District is developing a reuse evaluation for northwest Florida that details facility characteristics, issues of concern, and priorities for expanding water reclamation and reuse. Assisting utilities and local governments in developing beneficial reuse projects will remain a priority, with implementation depending on funding availability. Future project emphasis will be focused on opportunities that reduce demand for potable water and provide environmental benefit.

#### *Water Conservation Coordination*

A significant effort at water conservation has been underway in Region II for some time, substantially due to regulatory requirements and incentives established within the coastal WRCA. As a result, the potential for additional potable water conservation within the coastal portion of the region was thought to be relatively low (estimated previously at 2.5 MGD) (PBS&J 2000a). Water conservation remains a priority, however, so as to build upon current water use efficiency and further enhance resource sustainability. In support of this, an updated evaluation of water conservation potential is under development. This includes a review of existing programs in the region as well as identification of potential water savings achievable from additional water conservation measures. The Conserve Florida Water EZ Guide tool is being utilized to identify cost effective water conservation options and quantify water conservation potential in Region II.

Under Chapter 40A-2, F.A.C., new withdrawals from the Floridan aquifer for non-potable uses are generally not permitted within the coastal WRCA. Additionally, in response to resource limitations, cooperative planning, and regulatory requirements and incentives, numerous utilities implement water conservation measures that include inclining block rates, conservation plans, and the reuse of reclaimed water. Goals for utility conservation measures for withdrawals proposed within the WRCA include reducing the annual average residential per capita water consumption to 110 gallons per day or lower and reducing water leakage to 10 percent or less of the water withdrawn. Utilities withdrawing an average of over 100,000 gallons per day are required to report withdrawals annually, and requirements to report residential per capita values are being phased in. Most utilities in Region II reporting these values are achieving the 110 residential gallons per capita per day (gpcd) goal.

In cooperation with other water management districts, the District participated in the statewide study of the effects of water rate pricing structures on public supply water demand (Whitcomb 2005). This report is available on the District's website (see References section below).

In FY 2013-2014, the District made a significant information technology investment, including a redesigned website. There is now a conservation page to provide easy-to-access water conservation tools and educational materials for utilities, residents and other water users. Budgeted funding is not specific to regions or projects. Staff members continue to promote water conservation education and

awareness through the website and through such activities as distribution of water conservation brochures and information and facilitating the Water Conservation Hotel and Motel Program (Water CHAMP) to reduce washing of linens and towels at participating lodging facilities.

Water conservation projects that achieve quantifiable water savings are eligible for grant funding under the District's FY 2014-2015 Water Supply Development Community Assistance Initiative grant program ([www.nfwwater.com/water-resources/wsp/grants/](http://www.nfwwater.com/water-resources/wsp/grants/)).

#### *Regional Water Supply Planning*

Development and refinement of regional strategies, project planning and development, and RWSP updates are essential components of water resource development. Related activities include technical support and coordination with local governments and utilities to ensure a regional focus in the planning and development of alternative water supply projects. Associated administrative activities include project and funding management, coordination with FDEP and other agencies, and progress reporting.

The District provides assistance with hydrogeology and related technical evaluations for development of new and alternative water sources, including the inland Floridan aquifer, the Sand-and-Gravel aquifer, surface water, and reclaimed water. The District has also assisted local governments and utilities in development of water transmission facilities extending from inland wellfields to the coastal WRCA. District staff also works with local governments and state and regional agencies to better coordinate land use and water supply planning. The District previously distributed guidelines and provided technical assistance to local governments for preparing water supply comprehensive plan amendments and water supply facilities work plans.

In FY 2013-2014, substantial staff resources were devoted to completion of a District-wide WSA update. A major component of the update included an updated source assessment, as well as revised water demand projections, for Region II. District staff also reviewed the first Florida Statewide Agricultural Irrigation Demand (FSAID) study, developed by the FDACS, and provided additional planning and technical assistance for future updates. Additionally during FY 2013-2014, District staff worked cooperatively with FDEP staff to evaluate the status of the coastal WRCA and to enhance coordination of reuse planning between District staff and wastewater permitting staff.

Seven of 24 water supply development grants were awarded to Region II public supply utilities as part of a new water supply development grant program for the District. Okaloosa County received \$1.25 million for a new elevated water tank for their Mid-County water system, and grants were awarded for reuse projects in Okaloosa and Santa Rosa counties. The grant program is discussed further under District-wide Initiatives and in Appendix A.

#### *Interconnection of Water Supply Conveyance Systems*

The Coastal Water Systems Interconnection Project is a District initiative focused on increasing water supply reliability in coastal communities. The goal of the initiative is to enhance the resilience of the coastal water systems by enabling transfer of water between utilities should the need arise due to droughts or other contingencies. Multi-jurisdictional and regional water conveyance systems will better ensure water availability for emergency response and disaster recovery in the event of water shortages, natural disasters, environmental emergencies, or system failures. This is a cooperative effort with local utilities.

A comprehensive Basis of Design Report (BODR) was completed in FY 2013-2014 to evaluate potential interconnections that would serve multiple utilities. Existing interconnections were also evaluated to determine their capacity and ability to meet emergency needs of interconnected utilities. The evaluation was conducted for current and future conditions (2030) and assessed emergency production capacities and demands. The evaluation identified two priority major interconnections that would significantly enhance emergency water supplies for coastal communities. An interconnection between southern Walton and Bay counties would improve water system reliability for Bay County Utilities and Regional Utilities in Walton County. A second interconnection between the Fairpoint Regional Utility System in Santa Rosa County and the Okaloosa County West water system would enhance reliability in coastal Santa Rosa and Okaloosa counties.

Participating local governments and utilities will own, operate, and maintain any constructed interconnection pipelines and associated facilities. Implementation would require negotiation of cooperative agreements between utilities to provide for funding, engineering specifications, and operational requirements.

#### *Hydrologic Data Collection and Analysis*

The District has a data collection network of rainfall gauges, stream gauges, and monitoring wells throughout Region II. Groundwater and surface water monitoring capabilities have been enhanced by continuing cooperation with the U.S. Geological Survey surface water gauging network and developing an expanded monitoring network for the Sand-and-Gravel and Floridan aquifers where new water sources have been developed or are planned. In addition, the District continues to monitor conditions within the coastal WRCA for salt water intrusion and aquifer sustainability. This monitoring is essential for ensuring the success of long-term water supply initiatives, as well as for refining groundwater models and analyses to support future management decisions.

Increased expenditures over the previous fiscal year reflect continued expansion of water resource monitoring in Region II to support resource evaluations and development of improved modeling tools for both planning and consumptive use permitting. During the year, additional water level, water quality, and rainfall stations were established. In 2014, the District added 10 wells to its quarterly level monitoring network and performed a detailed round of groundwater level measurements in the Fairpoint Regional Utility System (FRUS) wellfield area. Over the long-term, it is also expected that this expanded monitoring will also help support establishment of minimum flows and levels (MFLs). Additionally during FY 2013-2014, a saltwater intrusion monitoring well in Navarre Beach was rehabilitated.

#### *Abandoned Well Plugging*

The District's resource regulation program includes an active effort to plug abandoned artesian wells. The overall goal of the program is to protect available groundwater resources from aging, uncontrolled, or improperly constructed wells that are no longer in use. The District achieves proper abandonment of such wells through two methods: requiring contractors to plug abandoned wells found on site during new well construction or initiating a well abandonment contract with a well owner or local government.

The District provides technical assistance and funding to utilities for plugging abandoned wells identified as having the potential to adversely affect groundwater quality. Well abandonment is an ongoing effort and is likely to continue as more wells are identified for plugging in the future. The District will continue to implement this project through regulatory programs, where feasible. This project supports District

efforts to sustain coastal water supply sources. To date, the District has facilitated the plugging of 5,029 abandoned wells within Region II, approximately 185 of which were plugged in FY 2013-2014.

*Funding Summary: Region II Water Resource Development Projects*

Table 4.2 displays past year expenditures, current year budget, and anticipated future expenditures for water resource development within Region II.

**Table 4.2 2015-2019 Region II WRDWP Project Funding**

Water Resource Development Projects	Budget Activity	FY 13-14 Expenditures	Anticipated Five Year Work Program					FY15-FY19 Cost Estimate
			FY 14-15 Budget <sup>1</sup>	FY 15-16	FY 16-17	FY 17-18	FY 18-19	
Floridan Aquifer Sustainability	2.2.1	\$14,226	\$360,300	\$130,000	\$130,000	TBD	TBD	≥ \$620,300
Inland Sand-and-Gravel Aquifer	2.2.1	\$1,581	\$19,000	TBD	TBD	TBD	TBD	≥ \$19,000
Surface Water Sources	2.2.1	\$0	\$0	TBD	TBD	TBD	TBD	\$0
Aquifer Storage and Recovery	2.2.1	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Reuse	2.2.1	\$19,623	\$22,100	\$15,000	\$15,000	\$15,000	\$15,000	\$82,100
Water Conservation	1.1.1	\$13,975	\$10,000	\$5,000	\$5,000	\$5,000	\$5,000	\$30,000
Regional Water Supply Planning	1.1.1	\$55,901	\$19,900	\$20,000	\$40,000	\$30,000	\$20,000	\$129,900
Interconnect	1.1.1	\$2,186	\$0	\$0	\$0	\$0	\$0	\$0
Hydrologic Data	1.2.0	\$144,146	\$117,900	\$90,000	\$90,000	\$90,000	\$90,000	\$477,900
Abandoned Well Plugging <sup>2</sup>	4.2.0	\$7,715	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>		<b>\$259,352</b>	<b>\$549,200</b>	<b>\$260,000</b>	<b>\$280,000</b>	<b>\$140,000</b>	<b>\$130,000</b>	<b>\$1,359,200</b>

<sup>1</sup>FY 2015 figures based on adopted budget.

<sup>2</sup>Funding in future years will be budgeted as assistance needs are identified.

The budget for FY 2014-2015 reflects an increase in anticipated spending as compared to that presented in the previous WRDWP. This substantially reflects a planned effort to develop an improved groundwater flow model to support water supply planning, water resource development, and consumptive use permitting in Region II. The modeling will principally address the Floridan aquifer, but may also be integrated with a Sand and Gravel aquifer model. Additionally, the planned budget provides for an increased level of effort for water reuse and water conservation, addressing both ongoing District priorities as well as support for the statewide reuse planning effort. A focused effort to develop an enhanced hydrologic monitoring network will also continue, as described above.

*Region II Water Supply Development*

Water supply development strategies of the Region II RWSP, including preferred alternative water supply development projects, are listed in Table 4.3.

**Table 4.3 Region II Water Supply Development Projects**

<b>Project</b>	<b>Activity</b>	<b>Estimated Cost</b>	<b>Estimated Water Available (MGD)</b>
Inland Floridan Aquifer Alternative Water Supply	Development of the inland Floridan Aquifer wellfield and transmission infrastructure to bring inland groundwater to serve coastal utilities in Walton and Okaloosa counties.	\$48,100,200	15 <sup>1</sup>
Inland Sand and Gravel Aquifer Alternative Water Supply	Development of the Inland Sand and Gravel Aquifer wellfield and associated infrastructure to bring inland groundwater to serve coastal utilities in Santa Rosa County.	\$9,588,500	18 <sup>2</sup>
Surface Water Supply Development	Development of alternative surface water supply source, storage system, conveyance, and conjunctive use.	TBD	TBD <sup>3</sup>
Water Reuse Facilities	Assist utilities and local governments in the development of reclaimed water to achieve potable water offset.	TBD	5
Water Supply Management Projects	Development of conveyance and interconnection facilities, facilitating development of alternative water supplies.	\$41,200,000	N/A

<sup>1</sup> Represents new inland wellfield pumping capacity; total pumping capacity approximately 28 MGD.

<sup>2</sup> Represents total estimated capacity of the inland wellfield region. Approximately 8 MGD currently permitted.

<sup>3</sup> Okaloosa County pursuing development of specific project options

Major water supply development projects completed to date have included construction of inland groundwater wells and associated facilities serving coastal utilities in all three counties. These include the inland Sand and Gravel aquifer wellfield in Santa Rosa County, inland Floridan aquifer wells and transmission facilities in Okaloosa County, and inland Floridan aquifer wellfield and transmission facilities in Walton County. Recently, WRP, Inc. completed a 15-mile potable water transmission pipeline from an inland wellfield in Walton County, south across Choctawhatchee Bay to serve coastal service areas in Walton and Okaloosa counties. Additionally, Regional Utilities of Walton County constructed over five miles of water transmission pipeline along the U.S. Highway 98 corridor. This pipeline also conveys inland groundwater to meet coastal demand.

To date, Region II water supply development projects have made approximately 21 MGD of water available, including 13 MGD from the inland Floridan aquifer and eight MGD from the inland Sand and Gravel aquifer. Additional water is expected to be available for future needs, including from the inland Sand and Gravel aquifer, surface water, and reclaimed water. These water supplies, together with traditional water supply sources, are anticipated to be sufficient to meet demands through 2030 under both normal and 1-in-10 year drought conditions. Additionally, through the District's competitive grant program for water supply development, funding was awarded for six projects in Region II during FY

2013-2014, increasing reuse storage and transmission capacity and improving the reliability and capacity of potable water supply systems (Appendix A, Table 4.8).

### Region III: Bay County

The RWSP for Region III (Figure 4.3) was developed initially in 2008 and updated in 2013 (NFWMD 2008; Brooks et al. 2014). The plan describes concerns about the long-term sustainability of water supply resources within the region and presents strategies to increase source reliability and minimize vulnerability of Deer Point Lake Reservoir, the region’s primary public supply source, to a major hurricane storm surge. Pursuant to the RWSP, the NFWMD provided more than \$5 million in grant funding to Bay County for a \$23 million project to develop an alternate intake at the lower end of Econfina Creek, the primary tributary for the reservoir. The location of new facility will minimize vulnerability to storm surge impacts.

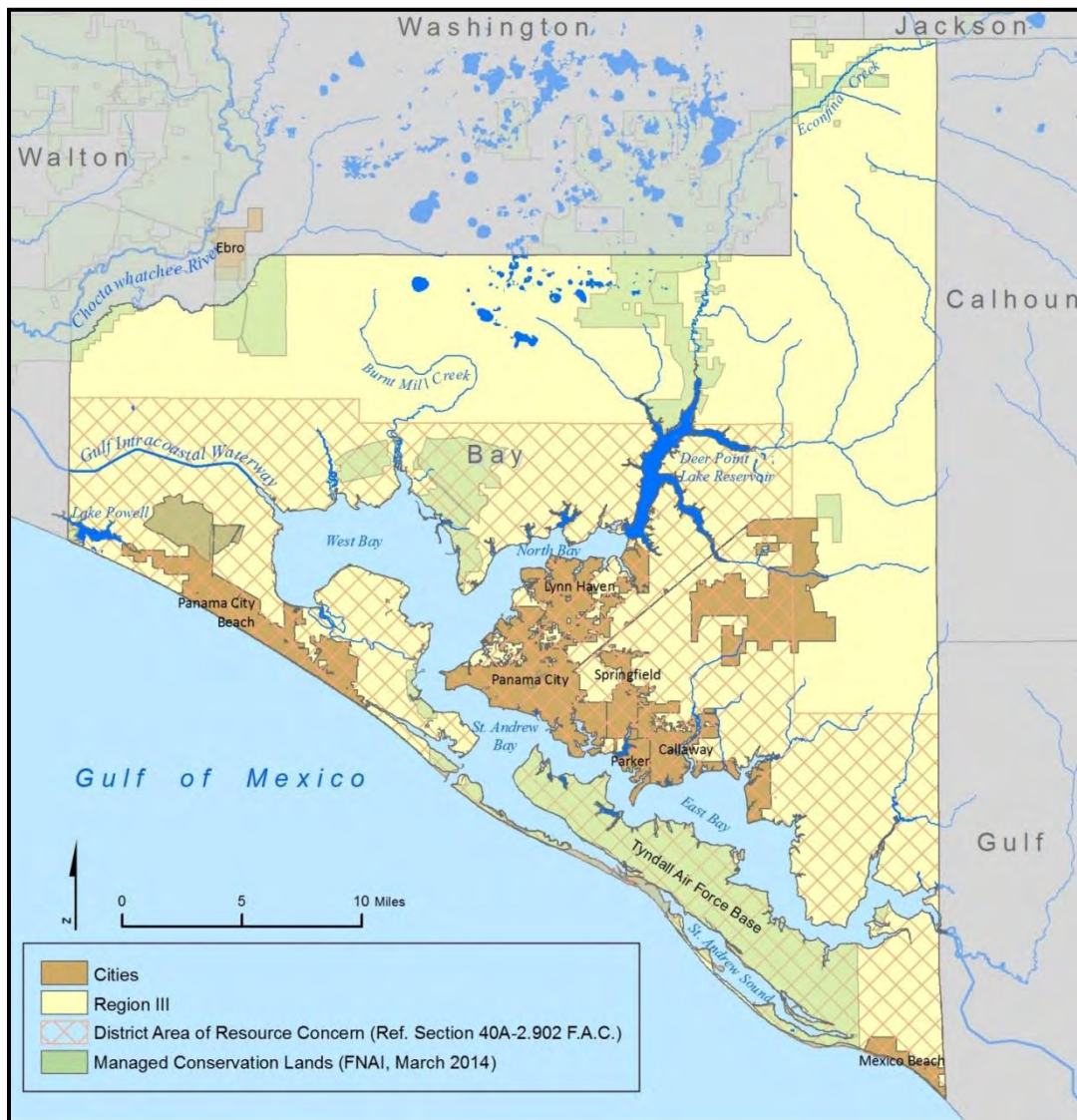


Figure 4.3 Water Supply Planning Region III



The 2013 WSA Update showed that public supply and industrial-commercial-institutional (ICI) water use together comprised approximately 72 percent of the water use in 2010, accounting for 38 percent and 34 percent of use respectively (Countryman et al. 2014). The report concluded that existing and reasonably anticipated surface water supplies are adequate to meet projected regional demands through 2035, although the reservoir remains vulnerable to salt water intrusion from storm surge associated with tropical storm events (Countryman et al. 2014).

#### *Region III Water Resource Development*

The Region III RWSP update includes five water resource development strategies. These are summarized in Table 4.4. Descriptions of the strategies and progress to date follows.

**Table 4.4 Region III Water Resource Development Projects**

<b>Project</b>	<b>Activity</b>	<b>Water Identified (MGD)</b>
Econfina Creek and Groundwater Recharge Area Protection	Land protection and management of the Econfina Creek WMA, a regionally significant groundwater recharge area.	N/A
Hydrologic and Water Quality Data Collection and Analysis	Hydrologic data collection, monitoring, analysis, and modeling to identify baseline conditions and trends, evaluate current and potential water supply sources, and sustainably manage withdrawals	N/A
Water Reuse Funding and Technical Assistance	Assistance to local governments and utilities in developing reclaimed water uses to extend potable water supplies and improve water quality of St. Andrew Bay	5
Water Conservation Funding and Technical Assistance	Assistance to local governments and utilities in enhancing water conservation and efficiency efforts	TBD
Regional Water Supply Planning, Coordination, and Technical Assistance	Technical assistance, support for utility interconnections, and development and update of the regional water supply plan	NA

The water resource development project that best lends itself to additional water being made available is Water Reuse Funding and Technical Assistance. Reuse of reclaimed water is implemented by local governments and utilities. The District, however, can lend technical, planning, and potentially financial assistance.

#### *Econfina Creek and Groundwater Recharge Area Protection*

This project continues land protection and management of a regionally significant groundwater recharge area, the Econfina Creek Water Management Area (WMA). The District manages more than 43,000 acres in the WMA to protect water and related resources while also providing public access and a resource for compatible public use and recreation. Land management activities include habitat enhancement and restoration, as well as development and maintenance of public access facilities. Additional acquisitions of inholdings and additions may be planned in the future depending on funding availability. These activities are funded and accomplished through the District's Land Management and Acquisition program.

*Hydrologic and Water Quality Data Collection and Analysis*

This project provides the water resource data collection, analysis, and modeling needed for characterizing conditions and evaluating current and potential water supply sources. The project also incorporates long-term monitoring as needed to help ensure future withdrawals are managed to protect water resources and associated natural systems.

In cooperation with Bay County, the District continues implementation of the Deer Point Lake Watershed Hydrologic Monitoring program. This effort includes operation of stream stage/discharge and rainfall monitoring stations that provide a continuous record of precipitation and surface water flows during both dry weather and storm conditions. The District operates additional groundwater level, stream flow, and lake level monitoring sites within the county, all intended to characterize water resource conditions and trends within the region.

Additional evaluations of groundwater flow and salt water intrusion may be conducted to investigate the persistence of a depression in the coastal Floridan aquifer potentiometric surface despite discontinuation of major groundwater withdrawals on the coast. The work would involve review of consumptive uses of water and hydrologic data and would be conducted in coordination with the District's MFL program. A groundwater flow model may be developed and applied if necessary.

*Water Reuse Funding and Technical Assistance*

In 2013, an estimated 2.4 MGD of reclaimed water were used for public access reuse in Region III (FDEP 2014). This included irrigation of 1,086 residences, two golf courses, four parks, and three schools. The Region III RWSP identifies approximately 5.2 MGD of new beneficial reuse that could offset the use of potable water sources. In addition to extending water supplies, further development of water reuse would help improve water quality in St. Andrew Bay and coastal waters by reducing wastewater discharges to the environment. Projected wastewater flows of almost 20 MGD by 2035 (Countryman et al. 2014), suggest substantial opportunity for additional application of reclaimed water for non-potable needs to reduce the use of potable water.

District staff will work with utilities and local governments to identify opportunities for expanded water reuse to meet non-potable water needs, as well as feasible funding sources and strategies. This may include assessments matching reclaimed water generators with users, feasibility studies, pilot projects, and demonstration projects. Projects of highest priority to the District are those that offset and reduce the consumption of potable quality water, as well as those that protect natural systems and achieve integrated water resource management. Currently, the District is conducting a District-wide reuse planning effort, as well as supporting a statewide reuse initiative.

*Water Conservation Funding and Technical Assistance*

This project supports conservation and efficiency programs, practices, and measures on the part of local governments and utilities. Water conservation serves the public interest by enhancing efficiency, reducing costs to the public, and limiting impacts to natural resources. An updated evaluation of water conservation potential in Region III is currently being conducted by District staff. This includes a review of existing programs as well as identification of potential water savings achievable from additional water conservation measures. The Conserve Florida Water EZ Guide tool is being utilized to identify cost effective water conservation options and quantify water conservation potential. Staff will work with local governments and utilities to further identify cost effective means of improving water use efficiency for public supply and other water use categories. This strategy may include implementation of pilot and demonstration projects, as well as assistance in identifying funding sources.

Water conservation projects that achieve quantifiable water savings are eligible for grant funding under the District's Water Supply Development Community Assistance Initiative for FY 2014-2015 ([www.nfwwater.com/water-resources/wsp/grants/](http://www.nfwwater.com/water-resources/wsp/grants/)). The District also continues to distribute water conservation brochures to utilities and local governments in the region and to coordinate the Water CHAMP program for participating hotels.

*Regional Water Supply Planning, Coordination, and Technical Assistance*

This project continues funding for the District to manage implementation of the Region III RWSP. The work involves coordinating and tracking projects and programs, completing administrative tasks related to plan implementation, and fulfilling statutory reporting requirements. This project also provides for technical assistance to local governments and water suppliers, educational and outreach materials and programs within the region, and other related tasks and activities.

*Funding Summary: Region III Water Resource Development Projects*

Table 4.5 displays past year expenditures, current year budget, and anticipated future expenditures for water resource development within Region III.

**Table 4.5 2015-2019 Region III WRDWP Project Funding**

Water Resource Development Projects	Budget Activity	FY 13-14 Expenditures	Anticipated Five Year Work Program					FY15-FY19 Cost Estimate
			FY 14-15 Budget <sup>1</sup>	FY 15-16	FY 16-17	FY 17-18	FY 18-19	
Econfina Creek & Groundwater Recharge Area	3.1.0	\$1,603,092	\$1,834,500	\$884,500	\$884,500	\$884,500	\$884,500	\$5,372,592
Hydrologic Data	1.2.0	\$47,353	\$59,800	\$59,800	\$59,800	\$59,800	\$59,800	\$299,000
Water Reuse	2.2.1	\$15,944	\$18,000	\$10,000	\$10,000	\$10,000	\$10,000	\$58,000
Water Conservation	1.1.1	\$13,975	\$10,000	\$5,000	\$5,000	\$5,000	\$5,000	\$30,000
Regional Water Supply Planning	1.1.1	\$44,426	\$10,000	\$15,000	\$15,000	\$15,000	\$30,000	\$85,000
TOTAL		\$1,724,791	\$1,932,300	\$974,300	\$974,300	\$974,300	\$989,300	\$5,844,500

<sup>1</sup>FY 2015 figures based on adopted budget

Reduced regional water supply planning funding in FY 2014-2015 reflects completion of the RWSP update during the previous year. Projected funding reflects continuing technical assistance to local governments and utilities, with emphasis on identifying potential reuse projects, identifying the potential for enhanced water conservation, and for continuing hydrologic monitoring and analysis. With the updated RWSP for Region III, the WRDWP recognizes the significant ongoing level of effort for management of the Econfina Creek Water Management Area, which includes the primary recharge area for Floridan aquifer springs contributing to Econfina Creek and Deer Point Lake Reservoir. In addition to land management activities, significant capital expenditures are planned during FY 2014-2015 for restoration projects at Williford and Devils Hole springs along Econfina Creek.

*Region III Water Supply Development*

Water supply development strategies identified in the Region III RWSP Update are listed in Table 4.6.

**Table 4.6 Region III Water Supply Development Projects**

<b>Project</b>	<b>Activity</b>	<b>Estimated Cost</b>	<b>Water Made Available or Anticipated (MGD)</b>
Development of Upstream Intake for Surface Water Supply	Develop an alternative raw water pump station near the mouth of Econfina Creek and nine-mile force main to tie in with existing raw water main.	\$23,400,000 <sup>1</sup>	30 <sup>2</sup>
Water Reuse Facilities	Construction of water reuse facilities to provide reclaimed water for landscape irrigation and other non-potable uses.	TBD	5
Utility Interconnections and Infrastructure Enhancements	Assist with delivery system interconnections and facility improvements. Specifically includes potential 48" pipeline emergency interconnect between southern Bay and Walton counties.	\$25,700,000 <sup>3</sup>	N/A
Water Conservation Projects that Result in Quantifiable Water Savings	Implementation of water conservation and efficiency programs and practices by local utilities.	TBD	TBD

<sup>1</sup> Updated cost estimate

<sup>2</sup> Capacity of alternate raw water intake

<sup>3</sup> Cost for Bay-Walton emergency interconnect project; may be potential for additional interconnections and enhancements within Region III

The District granted \$5.47 million to Bay County in FY 2013-2014 for development of the alternate upstream intake for Deer Point Lake Reservoir. Funding was provided from the Water Protection and Sustainability Trust Fund.

*District-Wide Initiatives*

As noted above, an update to the district-wide Water Supply Assessment was completed in the current fiscal year. This assessment incorporated demand projections through year 2035 for all regions and all water use categories, and evaluated the status and sufficiency of water supply sources.

*Water Supply Development Grant Initiative*

The District continues to emphasize water supply development assistance for local governments and utilities. The Governing Board approved a \$10 million water supply development assistance grant initiative, which was implemented beginning in FY 2013-2014. The Governing Board has approved an additional \$8 million in assistance for this program in the FY 2014-2015 budget.

*Coastal Interconnects*

The Basis of Design Report for the Coastal Water Systems Interconnection Initiative was completed in 2013. The report provides a detailed analysis of coastal water supply interconnect alternatives and design parameters. Two interconnection projects were selected for potential future implementation. The basis of design report includes conceptual designs for a coastal interconnection between Santa Rosa and Okaloosa counties and a coastal interconnection between Walton and Bay counties. The report also

describes key issues and challenges, including utility emergency capacities and water blending analysis. Implementation of the two recommended interconnection alternatives will require significant financial commitment to complete.

#### *Water Reuse*

District staff are developing approaches for integrated planning of water and wastewater resources. Projected reuse availability derived from 2035 wastewater projections has been incorporated into the 2013 WSA Update. In FY 2013-2014, staff developed geographic information system (GIS) coverages and attributes of wastewater treatment plants and the associated network of facilities receiving effluent and biosolids, as well as monitoring sites for groundwater, surface water and wetlands. There are multiple uses for this GIS data at the District such as setbacks for well permits, online lookup by non-potable permit applicants, planning and coordination for more integrated water management, environmental monitoring, and more. A District-wide reuse plan is under development to provide detailed information on reclaimed water systems and priorities for future reuse facility development. Assisting utilities and local governments in developing beneficial reuse projects will remain a priority, with implementation depending on future funding availability.

#### *Agricultural Best Management Practices Cost Share Program*

Significant efforts are underway to enhance agricultural water use efficiency and to support implementation of associated water quality best management practices (BMPs), targeted primarily for the Jackson Blue Spring basin of the Apalachicola River watershed. For FY 2013-2014, the District budgeted \$752,000 of legislatively appropriated spring restoration funding for these activities. The funding was used to provide a 75 percent cost share to help producers retrofit center pivot irrigation systems and to implement fertigation and other more efficient nutrient application systems, as well as to help expand the northwest Florida mobile irrigation laboratory. Together, these efforts are expected to achieve significant reductions in both water use and pollutant loading within the Jackson Blue Spring basin. As of the end of the third quarter (June 30, 2014), 60 percent of the available cost-share funds were under contract to producers for implementation of best management practices. For FY 2014-2015, the District anticipates \$927,500 in additional legislatively approved funding to continue this effort. The funding includes \$487,500 to support agricultural BMPs and \$440,000 to investigate the Claiborne aquifer as a possible alternative water source to offset a portion of withdrawals from the Floridan aquifer.

#### *Well Abandonment*

The District continues its program to properly plug abandoned or contaminated wells for financially constrained public water systems, in water resource caution areas, in areas identified under Chapter 62-524, F.A.C. (Escambia, Santa Rosa, Jackson, and Leon counties), and in other areas as necessary. The program at one time had matching funding from FDEP and was able to cover 100 percent of costs. The program currently pays up to 50 percent of costs to plug and abandon eligible wells. During 2014, approximately 666 wells were plugged at no cost to the District other than staff time, and one well was plugged at a cost of \$240 to the District.

## References

Many of these references may be found on the District's website under Publications & Data, Reports & Plans: [www.nfwfwater.com/data-publications/reports-plans/](http://www.nfwfwater.com/data-publications/reports-plans/).

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## 4.2 Alternative Water Supplies Annual Report

Table 4.7 presents expected Water Protection and Sustainability Program Trust Fund expenditures for alternative water supply development and water resource development projects. If future funding becomes available from the WPSPTF or other sources, the District will consider potential projects in accordance with Section 373.703, F.S.

Table 4.8 presents additional water supply development assistance and alternative water supply development projects. These projects are included in this report to demonstrate how complementary programs and activities, including regional water supply planning, water resource development, alternative water supply development, water supply development assistance, and the district-wide water supply assessment, work together to ensure sustainable long-term water supplies.



**Table 4.7 Projects Funded Under the Water Protection and Sustainability Program**

Project	Region	Local Sponsor	Activity	Status	WPSPTF FY Approp.	Anticipated Water (MGD) <sup>1</sup>	WPSPTF Contribution	Local Contribution	Total	Local %
Area-wide Alternative Water Supply Source Expansion	II	Regional Utilities, South Walton Utility Co.	Inland wellfield expansion	Complete	FY 2006	15.1	\$6,500,000	\$9,991,891	\$16,491,891	61%
Tram Road Public Access Reuse Facility	VII	Tallahassee	Water reuse/spring protection	Complete	FY 2006; FY 2007	1.2	\$1,350,000	\$5,250,000	\$6,600,000	80%
Bob Sikes Reuse Project	II	Okaloosa County	Water reuse	Complete	FY 2006	0.7	\$2,000,000	\$4,509,132	\$6,509,132	69%
Inland Floridan Aquifer Source - WRD	V	NFWFMD; Franklin County Utilities	Inland source evaluation	Complete	FY 2006	3.0	\$300,000	\$0	\$300,000	0%
Ground Water Modeling & Aquifer Testing - WRD	III	Bay County	Inland source evaluation	Complete	FY 2006; FY 2007	0.0	\$350,000	\$800,000	\$1,150,000	70%
Surface Water Treatment Plant	V	Port St. Joe	Surface water	Complete	FY 2007	6.0	\$4,000,000	\$12,736,700	\$16,736,700	76%
City of Chipley Reuse Project	IV	Chipley	Water reuse	Complete	FY 2007	1.2	\$500,000	\$4,500,000	\$5,000,000	90%
Wakulla County Reuse Project	VII	Wakulla County	Water reuse	Reuse line complete; WWTP upgrade funded	FY 2007	0.4	\$500,000	\$6,495,000	\$6,995,000	93%
Advanced Wastewater Treatment & Water Reuse Facilities	VII	Tallahassee	Water resource development/springs protection	Complete	FY 2007	4.5	\$500,000	\$5,800,000	\$6,300,000	92%
Alternative Pump Station	III	Bay County	Alternative raw water pump station and force main	Under construction	FY 2008; FY 2009	30.0 <sup>2</sup>	\$5,470,000	\$17,930,000	\$23,400,000	77%
<b>Total</b>						<b>62.1</b>	<b>\$21,470,000</b>	<b>\$68,012,723</b>	<b>\$89,482,723</b>	<b>76%</b>

<sup>1</sup>Anticipated water made available rounded to the nearest 100,000 gallons per day

<sup>2</sup>Capacity of alternate raw water intake

**Table 4.8 Additional Water Supply Development Assistance Projects**

Project	Local Sponsor	Region	Activity	Status	Completion	NFWFMD Contribution	District Funding Source
City of Freeport Reuse Project	Freeport	II	Water reuse storage and transmission system construction	Complete	FY 2010	\$3,000,000	SWIM, Florida Forever
East Okaloosa County Water and Sewer Extension	Okaloosa County	II	Water supply transmission and interconnection	Complete	FY 2010	\$750,000	District General Fund
Allanton Peninsula Water and Wastewater Extension Project	Callaway	III	Water supply transmission and distribution system construction	Complete	FY 2010	\$100,000	WMLTF
Walton County Phase II Regional Water Supply	Regional Utilities	II	Construction of transmission and Storage Facilities; associated with inland wellfield AWSD	Complete	FY 2011	\$2,000,000	EMRTF; District General Fund
Carrabelle-Alligator Point Interconnection Feasibility Study	Carrabelle	V	Interconnection feasibility assessment; enactment of conservation rate structure	Complete	FY 2011	\$100,000	WMLTF
Port St. Joe Water Distribution System Improvements	Port St. Joe	V	Water supply improvements	Complete	FY 2011	\$50,000	District General Fund
Wewahitchka Water Supply System Improvements	Wewahitchka	V	Water supply development; test production well construction	Complete	FY 2011	\$400,000	District General Fund
Water Transmission Line Construction and Interconnection	Freeport	II	Transmission line and interconnection construction	Complete	FY 2012	\$800,000	District General Fund
Water and Sewer Systems Interconnections	Callaway	III	Interconnections of water systems and sewer systems between Callaway and Sandy Creek Utility	Complete	FY 2012	\$53,998	District General Fund
Water Supply Improvements; Preliminary Engineering	Gretna	VI	Preliminary engineering and environmental analysis	Complete	FY 2012	\$50,000	District General Fund
Gretna to Greensboro Watermain Extension	Gretna; Gadsden County	VI	Water supply transmission and distribution facility construction	Complete	FY 2012	\$449,888	District General Fund
U.S. Highway 98 Water Line Extension	Regional Utilities	II	Water main extension along U.S. Highway 98 in Walton County	Complete	FY 2013	\$750,000	District General Fund
Water Main Construction	WRP, Inc.	II	Construction of transmission facilities and subaqueous pipeline from inland wellfield to serve coastal Walton and Okaloosa counties	Complete	FY 2013	\$2,500,000	District General Fund
Pine Island Water Distribution System Expansion	Calhoun County	IV	Preliminary engineering for expansion of water distribution system to unincorporated community	Complete	FY 2013	\$98,607	District General Fund

Project	Local Sponsor	Region	Activity	Status	Completion	NFWFMD Contribution	District Funding Source
Chipola Pump Station Repairs	Port St. Joe	V	Complete repairs to existing pump station; including diesel power supply replacement	Complete	FY 2013	\$106,000	District General Fund
Test Well Development	Panacea Area Water System	VII	Test well development and data analysis	Planning	FY 2015	\$30,500	District General Fund
CWRF Reclaimed Water System Expansion	Emerald Coast Utilities Authority	I	Reuse extension to Scenic Hills Golf Course and UWF main campus	Engineering and permitting	FY 2015	\$522,000	District General Fund
Chumuckla Water System Upgrades	Chumuckla Water System	II	Well and SCADA upgrade; equipment acquisition for water line improvements	Construction	FY 2015	\$100,721	District General Fund
Water Main Replacement	City of DeFuniak Springs	II	Replacement of asbestos cement water main; installation of additional hydrants	Engineering and permitting	FY 2015	\$473,750	District General Fund
Highway 285 Reclaimed Water Main Upgrade	City of Niceville	II	Replacement and upgrade of reuse lines to increase capacity	Construction	FY 2015	\$144,000	District General Fund
Mid-County Tank #4	Okaloosa County Water and Sewer	II	Construction of 1 MG elevated water tank for northern wellfield	Engineering and permitting	FY 2016	\$1,250,000	District General Fund
Santa Rosa Soccer and Horse Complex Reclaimed Water Extension	Pace Water System, Inc.	II	Reuse transmission main construction	Construction	FY 2015	\$160,000	District General Fund
Town of Jay Asbestos Watermain Replacement	Town of Jay	II	Replacement of asbestos cement water main	Bid/award/procurement	FY 2016	\$663,024	District General Fund
Pine Island Water System	Calhoun County BOCC	IV	Development of water distribution system for the Pine Island community	Engineering and permitting	FY 2015	\$446,545	District General Fund
State Road 20 Waterline Replacement	City of Blountstown	IV	Construction of water main; installation of hydrants	Construction	FY 2015	\$471,690	District General Fund
City of Bonifay Waterline Replacement	City of Bonifay	IV	Replacement of asbestos cement and lead joint water main	Engineering and permitting	FY 2015	\$268,900	District General Fund
Water Storage Capacity	City of Bristol	IV	Construction of ground storage tank; installation of high service pumps	Engineering and permitting	FY 2015	\$537,500	District General Fund
Highway 77/I-10 Infrastructure Improvements Project	City of Chipley	IV	Construction of new well with transmission system improvements	Bid/award/procurement	FY 2016	\$440,000	District General Fund

Chapter 4: Water Supply

Project	Local Sponsor	Region	Activity	Status	Completion	NFWWMD Contribution	District Funding Source
Chipola River Protection and Stormwater Reuse Project	City of Marianna	IV	Expand pond to provide stormwater reuse and provide additional water quality treatment	Engineering and permitting	FY 2015	\$671,340	District General Fund
Altha Water System Phase 3	Town of Altha	IV	Construction of water main; installation of hydrants	Engineering and permitting	FY 2015	\$540,000	District General Fund
Water Main Replacement	Town of Esto	IV	Water distribution system replacement	Bid/award/procurement	FY 2015	\$149,690	District General Fund
Water Extension to I-10 Interchange	Town of Grand Ridge	IV	Construction of water main extension to I-10 interchange	Bid/award/procurement	FY 2015	\$321,339	District General Fund
Greenwood/Marianna Interconnecting Water Mains	Town of Greenwood	IV	Construct of interconnection; with additional distribution line replacement	Bid/award/procurement	FY 2015	\$230,308	District General Fund
Town of Noma Water Line Replacement Project	Town of Noma	IV	Water distribution system replacement	Bid/award/procurement	FY 2015	\$415,292	District General Fund
Water System Upgrades	City of Gretna	VI	Design and surveying for two new wells with additional transmission and treatment improvements	Engineering and permitting	FY 2015	\$150,000	District General Fund
Chipola River Pump #2 Rehabilitation	City of Port St. Joe	V	Rehabilitate pump #2 and add a new diesel electric generator	Procurement	FY 2015	\$195,000	District General Fund
Monticello Water Extension	City of Monticello	VII	Extend water main approximately two miles north of the city, abandoning several private systems	Engineering and permitting	FY 2015	\$837,000	District General Fund
South Santa Rosa Utility System Reclaimed Water Elevated Storage Tank	City of Gulf Breeze	II	Construction of a 300,000 gallon elevated reclaimed water storage tank	Engineering and permitting	FY 2016	\$345,500	District General Fund
Town of Havana Water System Improvements	Town of Havana	VI	Construction of new well, ground storage tank, and treatment facilities	Engineering and permitting	FY 2016	\$500,000	District General Fund
Panacea Area Water System - Sopchoppy Water System Interconnect	Panacea Area Water System, Inc.	VII	Construct potable water system interconnection with Sopchoppy	Engineering and permitting	FY 2016	\$348,947	District General Fund

**Total**

**\$21,421,539**

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## **Chapter Five: Florida Forever Work Plan Annual Report**

### **5.1 Land Acquisition Work Plan**

#### **Introduction**

Section 373.199(7), F.S. requires the Northwest Florida Water Management District (District) to annually update the Florida Forever Work Plan. To date, this is the 14th annual update of the 2001 Florida Forever Work Plan. Since 2006 this plan has been presented as a separate chapter in the Consolidated Annual Report as required by section 373.036(7), F.S. This plan contains information on projects eligible to receive funding under the Florida Forever Act and also reports on land management activities, lands surplused and the progress of funding, staffing and resource management of projects for which the District is responsible.

#### **Florida Forever Program**

In 1999, the Florida Legislature passed the Florida Forever Act (section 259.105, F.S.) which has continued the state's long-term commitment to environmental land acquisition, restoration of degraded natural areas, and high-quality outdoor recreation opportunities.

While previous programs focused almost exclusively on the acquisition of environmentally sensitive lands, the Florida Forever program is somewhat different in that it authorizes the use of up to half of the program funding for certain types of capital improvement projects. Eligible uses of these funds include water resource development, stormwater management projects, water body restoration, recreation facilities, public access improvements, and removing invasive plants, among others. The remaining 50 percent must be spent on land acquisition.

Since the inception of the District's land acquisition program, the goal has been to bring as much floodplain as possible of our major rivers and creeks under public ownership and protection. The Florida Forever Land Acquisition Program continues to increase the acres of wetland, floodplain and aquifer recharge areas acquired by the District. To date, more than 223,555 acres have been protected for water resource purposes through the land acquisition efforts of the District either in fee simple or through conservation easements. Of this total, land management activities occur on 211,152 acres. A summary of acquisitions and surplusings completed in 2014 is provided below.

**Table 5.1 Summary of Acquisitions and Surplusings Completed in 2014**

<b>Acquisitions</b>					
No acquisitions occurred during 2014.					
<b>Surplused Lands</b>					
<b>Property</b>	<b>Date Surplused</b>	<b>Acres</b>	<b>Sale Price</b>	<b>Funding Source(s)</b>	<b>Water Management Area</b>
Sandy Creek Landing Road	02/14/14	(38)	\$37,620 (land only)	Preservation 2000	Choctawhatchee River
Donation to Bay County for Water Supply Project	05/08/14	(1.42)	Donation	Preservation 2000	Econfina Creek
Donation of Grassy Point to Board of Trustees	08/27/14	(1,176.6)	Donation	Florida Forever/ Save Our Rivers	Yellow River
	<b>TOTAL</b>	<b>(1,216.02)</b>			
<b>Exchange of Lands</b>					
<b>Property</b>	<b>Date Exchanged</b>	<b>Acreage Exchanged</b>		<b>Funding Source(s)</b>	<b>Water Management Area</b>
District Exchange	01/24/14	61.1 acres for 50 acres		Preservation 2000	Yellow River

### **Acquisition Planning**

The District employs a watershed approach to select and prioritize the important water resource and natural systems within the major river basins of northwest Florida. Primary among the considerations in this process are how specific floodplain or buffer areas help satisfy the District's water resources and natural system protection objectives; the availability of funds; the seller's willingness; how different areas fit into the District's land management scheme; and the size, accessibility and overall condition of each property. Recommendations from interest groups, landowners, local governments, agency representatives and other interested parties are given full consideration in the acquisition process.

Subject to receiving funding for Florida Forever, the District's acquisition efforts this year will focus on the purchase of inholdings and additions to the existing water management areas (WMAs) as well as Conservation Easements in each of the existing WMA's. Existing WMAs include the Perdido River, Escambia River, Blackwater River, Yellow River, Garcon Point, Choctawhatchee River/Holmes Creek, Econfina Creek, Chipola River, and Apalachicola River. All of these WMAs will be high priority areas for the acquisition of additions and inholdings. Acquisition efforts will be directed toward acquiring those properties which the District adjoins on one, two or three sides (additions) or those parcels which the District surrounds on all sides (inholdings).

In developing the annual update to the District's Florida Forever Five-Year Land Acquisition Work Plan, District staff shall review Florida Forever projects proposed by FDEP's Division of State Lands in order to minimize redundancy and facilitate an efficient and mutually supportive land acquisition effort. FDEP's Florida Forever Priority List is available at: at [www.dep.state.fl.us/lands/FFplan.htm](http://www.dep.state.fl.us/lands/FFplan.htm).

**Approved Acquisition Areas**

The approved acquisition areas listed below are not presented on a priority basis. For each of these waterbodies, it is desirable to acquire both the floodplain and a natural buffer zone to provide further water resource protection.

**Table 5.2 NFWFMD Approved Land Acquisition Areas**

Rivers & Creeks Originating In Florida	Rivers and Creeks Originating Outside Florida	Springs	Lakes & Ponds	Other Ecosystems, Basins and Buffers
Wakulla River	Apalachicola River	St. Marks River near Natural Bridge	Lake Jackson	Southwest Escambia County Ecosystem
St. Marks River	Lower Apalachicola River Wetland	Spring Lake Spring Group Area	Sand Hill Lakes	Garcon Point Ecosystem
Econfina Creek and other Tributaries of Deer Point Lake	Chipola River	Waddell Springs		West Bay Buffer
Lafayette Creek	Choctawhatchee River including Holmes Creek	Bosel Springs		Sandy Creek Basin
	Escambia River	Hays Springs		Apalachicola Bay and St. Vincent Sound Buffer
	Blackwater River including Juniper, Big Coldwater and Coldwater creeks	Gainer Springs		
	Ochlockonee River and its major tributaries			
	Yellow and Shoal Rivers			
	Perdido River and Bay			

Groundwater Recharge Areas	Donated Lands
Such lands may be designated by the District as Recharge Areas for the Floridan, Sand-and-Gravel and other important aquifers.	The District will accept donations of lands within its major acquisition areas if those lands are necessary for water management, water supply and the conservation and protection of land and water resources.

Exchange Lands
The District may exchange lands it has acquired under the Florida Forever program for other lands that qualify for acquisition under the program. The District’s Governing Board establishes the terms and conditions it considers necessary to equalize values of the exchange properties. In all such exchanges, the District’s goal will be to ensure that there is no net loss of wetland protection and that there is a net positive environmental benefit.

Mitigation Acquisitions
Under Florida law, unavoidable losses of natural wetlands or wetland functions require “mitigation” through the acquisition or restoration of other nearby wetlands. The District is often the recipient of such lands in the form of donations and also serves as the mitigation agent for the Florida Department of Transportation. Whenever possible, the District attempts to acquire mitigation lands contiguous to its existing ownership, but since proximity to the original wetland impact is often paramount, the District will acquire or manage isolated tracts at times.

Surplus
Chapter 373.089, F.S., allows the Governing Board of the District to sell (surplus) lands or interest or rights in lands to which the District has acquired title or to which it may hereafter acquire title. Any lands, or interests or rights in lands, determined by the Governing Board to be surplus may be sold by the District at any time for the highest price, but in no case shall the selling price be less than the appraised value.



### **Surplus Lands**

In the fall of 2012, District staff conducted an evaluation of all District lands to determine if there were any parcels appropriate for surplus. The parcels recommended for surplus were small, non-contiguous, isolated tracts or connected only on a corner. The following tracts were declared surplus by the District's Governing Board.

**Table 5.3 Surplus Lands List**

<b>WMA</b>	<b>Acres</b>	<b>County</b>	<b>Acquired Date</b>	<b>Status</b>
Escambia River	115	Escambia	April 26, 1994	For Sale
Blackwater River	0.4	Santa Rosa	August 3, 2001	Sold on 12-13-13
Yellow River	1.5	Okaloosa	December 15, 1999	Sold on 12-13-13
Choctawhatchee River	38	Walton	July 31, 1992	Sold on 02-14-14
Choctawhatchee River	38	Walton	July 31, 1992	For Sale
Econfina Creek	8.39	Washington	December 19, 1997	For Sale

### **Note to Landowners**

It is important to note that the District's land acquisition process only involves willing sellers and is usually initiated by landowners offering parcels for sale.

This plan includes a number of areas the District has identified for potential purchase. If your property is included in any of our acquisition areas or maps and you do not desire to sell your land to the District, Florida Statutes require the District to remove your property from the acquisition plan at the earliest opportunity. Please contact the Division of Land Management and Acquisition at (850) 539-5999 at any time if you wish to remove your property from possible purchase consideration. The District will maintain a list of such requests and annually adjust its acquisition plan accordingly.

### **Less Than Fee Methods of Land Protection**

In "less than fee" purchases, the District attempts to acquire only those rights in property (i.e., development and land use conversion rights) that are needed to accomplish specific water resource and environmental protection goals. Such less than fee methods can provide a number of public benefits. First, acquisition funding can be conserved, thereby enabling the protection of more land with limited funds. Also, the property continues in private ownership and thus may remain on local property tax rolls. Moreover, the District does not incur the long-term costs of land management since the property's management and maintenance remains the landowner's responsibility. Not all properties are suitable for less than fee acquisition, but the potential benefits make these kinds of transactions a viable alternative to the District's typical fee-simple land purchases.

### **Florida Forever Goals and Numeric Performance Measures**

As outlined in Chapter 18-24, F.A.C., the District is required to report on the goals and measures for lands to be acquired under the Florida Forever program. The following page summarizes the goals and measures applicable to Northwest Florida Water Management District.



### **Land Acquisition Projects**

The Florida Forever Act, in particular section 373.199(3) F.S., identifies information that must be included for each Florida Forever Project. Some of the required information is relatively general and applicable to all projects. To reduce the redundancies of this plan, general information is provided separately as part of the District's Five-Year Plan for the Florida Forever Program. Specific land acquisition projects are individually identified and detailed information specific to the project is provided in the following pages.

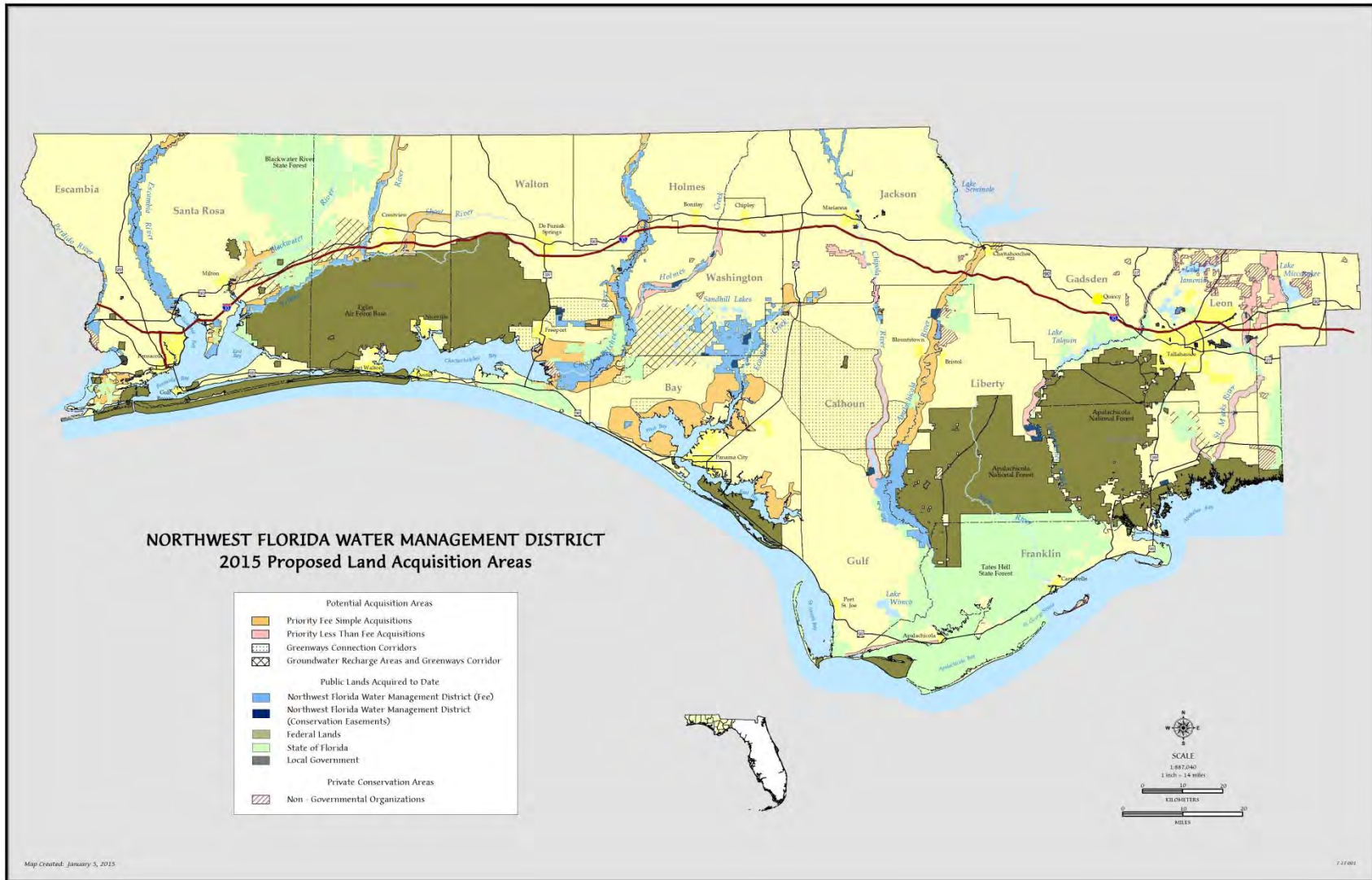
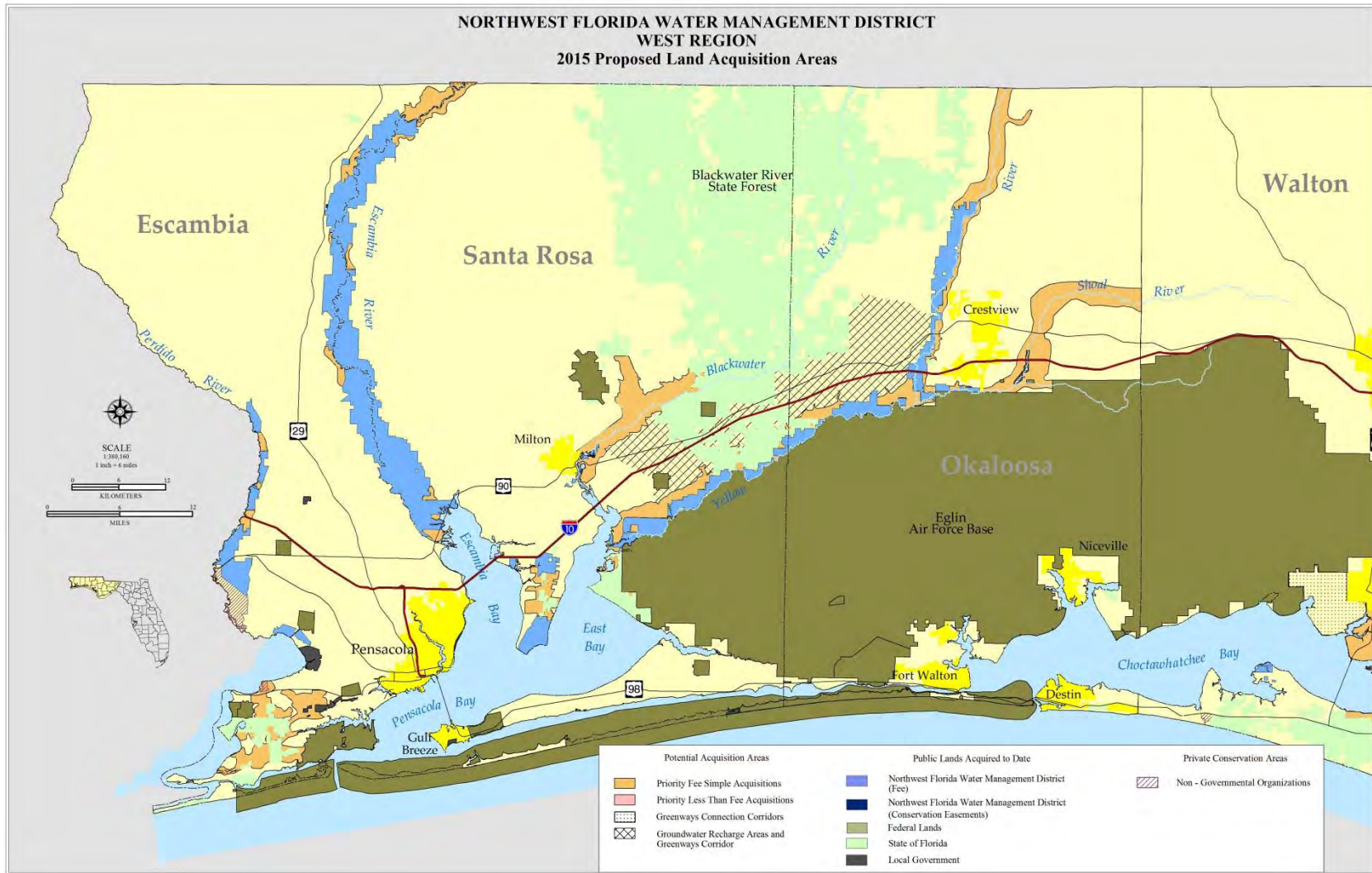


Figure 5.1 2015 Proposed Land Acquisition Areas



**Figure 5.2 2015 Proposed Land Acquisition Areas (West Region)**

## **Florida Forever Land Acquisition Project**

### **Perdido River and Bay Basin**

The Perdido River serves as the state line, separating Florida from Alabama. The Perdido River has been designated an Outstanding Florida Water and Special Water system; a canoe trail; and a recreation area. The upper part of the river is a shifting sand river system, unique to portions of Northwest Florida, south Alabama, southern Mississippi and eastern Louisiana, while the lower end of the river is characteristic of a black water stream. The District owns 6,261 acres in fee and 4 acres in less than fee between the Perdido River and Bay.

The project area is mostly undeveloped and contains a diverse list of species. Acquisition of any floodplain area along the Perdido River, whether in fee or less than fee, will significantly protect the water resources of the area as well as enhance water quality protection efforts for the Perdido Bay system.

Priority purchases will be concentrated on parcels adjacent to existing District lands along the river, around the river mouth, and designated tributaries.

The Perdido Bay is an estuarine system which receives fresh water from the Perdido River. Subsidiary embayments within the Perdido Bay estuary include Tarkiln Bay, Arnica Bay, Wolf Bay, Bayou La Launch and Bayou St. John. Perdido Key separates Perdido, Tarkiln, and Arnica bays, Bayou La Launch and Bayou St. John from the Gulf of Mexico. Big Lagoon adjoins Perdido Bay to the east, separating it from Pensacola Bay. Currently, the District owns 810.19 acres along Perdido Bay.

Priority purchases will be concentrated on parcels adjacent to the bay which can enhance water quality protection and mitigate for wetland impacts associated with DOT highway construction in southern Escambia County.

#### *Public Access*

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational and educational activities. Access issues are addressed on a parcel-by-parcel basis.

#### *Land Acquisition*

Approximately 1,447 acres have been identified for possible acquisition. Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; available staff resources, and availability of funds.

## Florida Forever Land Acquisition Project

### Southwest Escambia County Ecosystem

Several major estuarine drainages including Jones Swamp, Bayou Grande, Big Lagoon, and Tarkiln Bay, intersect in southwest Escambia County. These, in turn, comprise portions of the Pensacola and Perdido bay watersheds. The proposed acquisition borders a major urban area and is experiencing encroachment from residential and commercial development. The project area is characterized by an undulating topography where remnants of ancient dune lines alternate with lower intervening swales that drain east or west, parallel to the Gulf coast. The wet prairies in the area are some of the last examples of what may be one of the most diverse plant communities in the southeast, supporting large stands of white-topped pitcher plants and almost 100 other plant species.

Protecting the ecological integrity of this area is important to the quality of water resources in the Pensacola and Perdido bay systems. Acquisition will help limit nonpoint pollution and untreated stormwater runoff by preventing channelization. Wetlands and upland buffers will also be preserved, and riparian buffer zones will be maintained. Additionally, public access will be improved and fish, wildlife, and estuarine productivity will be protected.

This acquisition is consistent with a number of major initiatives designed to protect environmental and other public resources in the region. These include water quality treatment systems, acquisition programs for the Jones Swamp Wetland Preserve and the Perdido Pitcher Plant Prairie, and efforts to prevent encroachment on NAS Pensacola. Together with nearby state parks, these acquisitions will provide for a major environmental reserve and greenway system within a rapidly urbanizing area.

#### *Public Access*

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational and educational activities. Access issues are addressed on a parcel-by-parcel basis.

#### *Land Acquisition*

Approximately 11,000 acres have been identified for possible acquisition. Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; available staff resources, and availability of funds.

#### *Groundwater Recharge Area*

Designated area has groundwater recharge potential.

## **Florida Forever Land Acquisition Project**

### **Escambia River Basin**

Beginning at the confluence of the Conecuh River and Escambia Creek above the Florida-Alabama border and discharging into Escambia Bay, the Escambia River corridor contains a rich diversity of plant and animal species, as well as many rare fish and waterfowl. The Escambia River basin is broad and well drained in the upper reaches, and swampy below Molino, Florida. While the overall water quality is considered good, many point and non-point pollution sources empty into the river. Currently, the District owns 35,413 acres in fee and 19 acres in less than fee along the river.

Priority purchases will be concentrated on parcels adjacent to existing District lands around the river mouth and designated tributaries.

#### *Public Access*

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational and educational activities. Access issues are addressed on a parcel-by-parcel basis.

#### *Land Acquisition*

Approximately 6,644 acres have been identified for possible acquisition. Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; available staff resources, and availability of funds.



## Florida Forever Land Acquisition Project

### Garcon Point Ecosystem

This proposed land acquisition project contains most of the Garcon Point Peninsula, which borders Pensacola, Escambia, and East and Blackwater bays. The project area is largely undeveloped and includes a variety of natural communities that are in good to excellent condition. The entire tract provides considerable protection to the water quality of the surrounding estuary, as well as harboring a number of rare and endangered species.

The emergent estuarine marsh that borders several miles of shoreline within the project is an important source of organic detritus and nutrients and serves as a nursery for many of the species found in Pensacola Bay. These wetlands function as both stormwater filtration and a storm buffer area, as well as providing erosion controls to the neighboring uplands. A minimum of 13 endangered or threatened species are known to live in the region including the recently listed federally endangered reticulated flatwoods salamander. The northern wet prairie portion is known to be an outstanding pitcher plant habitat.

Priority purchases will be concentrated on parcels adjacent to existing District lands. Currently the District owns 3,245 acres on Garcon Point.

#### *Public Access*

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational and educational activities. Access issues are addressed on a parcel-by-parcel basis.

#### *Land Acquisition*

Approximately 3,200 acres have been identified for possible acquisition. Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; available staff resources, and availability of funds.

## **Florida Forever Land Acquisition Project**

### **Blackwater River Basin**

Originating in the Conecuh National Forest in Alabama, the Blackwater River has a large portion of its Florida watershed further protected by the Blackwater River State Forest. In all, nearly 50 miles of the river corridor is remote and undeveloped. As a result, the Blackwater River is considered one of Florida's best preserved waterways. Currently the District owns 381 acres along the river.

The acquisition area includes a large area of mature longleaf pine forest; considerable bottomland forest and marsh acreage; upland mixed forest; and blackwater stream and seepage slope communities. Priority purchases will be concentrated on parcels adjacent to existing District lands. Approximately 380 acres have been acquired along the Blackwater River immediately south of Milton in Santa Rosa County.

#### *Public Access*

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational and educational activities. Access issues are addressed on a parcel-by-parcel basis prior to acceptance.

#### *Land Acquisition*

Approximately 11,449 acres have been identified for possible acquisition. Sufficient lands have been identified to allow for a flexible implementation strategy over the next five years or more. The timing of any given acquisition will depend upon such considerations as: Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; available staff resources, and availability of funds.

## Florida Forever Land Acquisition Project

### Yellow and Shoal River Basin

The Yellow River has its headwaters in Conecuh National Forest in Alabama and forms the northern border of Eglin Air Force Base (AFB) across much of eastern Santa Rosa and western Okaloosa counties. The proposed acquisitions would bring much of the remainder of the Yellow River floodplain in Florida under public ownership. Included in the project is a segment of the lower Shoal River, the largest tributary to the Yellow River. Large private landowners own a majority of the floodplain in this project, but considerable areas of the bordering and buffer lands are being sought to ensure effective management and protection of water resources. Highest priority will be given to tracts in the western portion of the project within the 100-year floodplain. Priority purchases will be concentrated on parcels adjacent to existing District lands. Currently the District owns 16,553 acres along the river.

Although the Yellow and Shoal rivers exhibit good overall water quality, both are fed largely by rainwater runoff and are thus susceptible to pollution from land use activities. The proposed purchase area would provide water quality protection from the Alabama border and encompass roughly 39,000 acres. Purchase of lands northwest of Eglin AFB, along the I-10 corridor, would provide approximately 52,000 acres of land that has the potential for future water resource development to supplement the strained potable water sources in southern Santa Rosa and Okaloosa counties. Acquisitions in this area are recommended by the District Regional Water Supply Plan for Okaloosa, Santa Rosa and Walton counties to protect future supply sources.

#### *Public Access*

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational and educational activities. Access issues are addressed on a parcel-by-parcel basis.

#### *Land Acquisition*

Approximately 39,140 acres have been identified for possible acquisition. Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; available staff resources, and availability of funds.

#### *Groundwater Recharge Areas*

In Escambia and Santa Rosa counties, the Sand-and-Gravel Aquifer is the principal source of potable water for public supply. The Sand-and-Gravel Aquifer is unconfined or poorly confined, making it particularly susceptible to contamination by land uses. Land acquisition along the I-10 corridor between the Yellow and Blackwater rivers in Santa Rosa County would protect recharge areas that are important for future water supply sources.

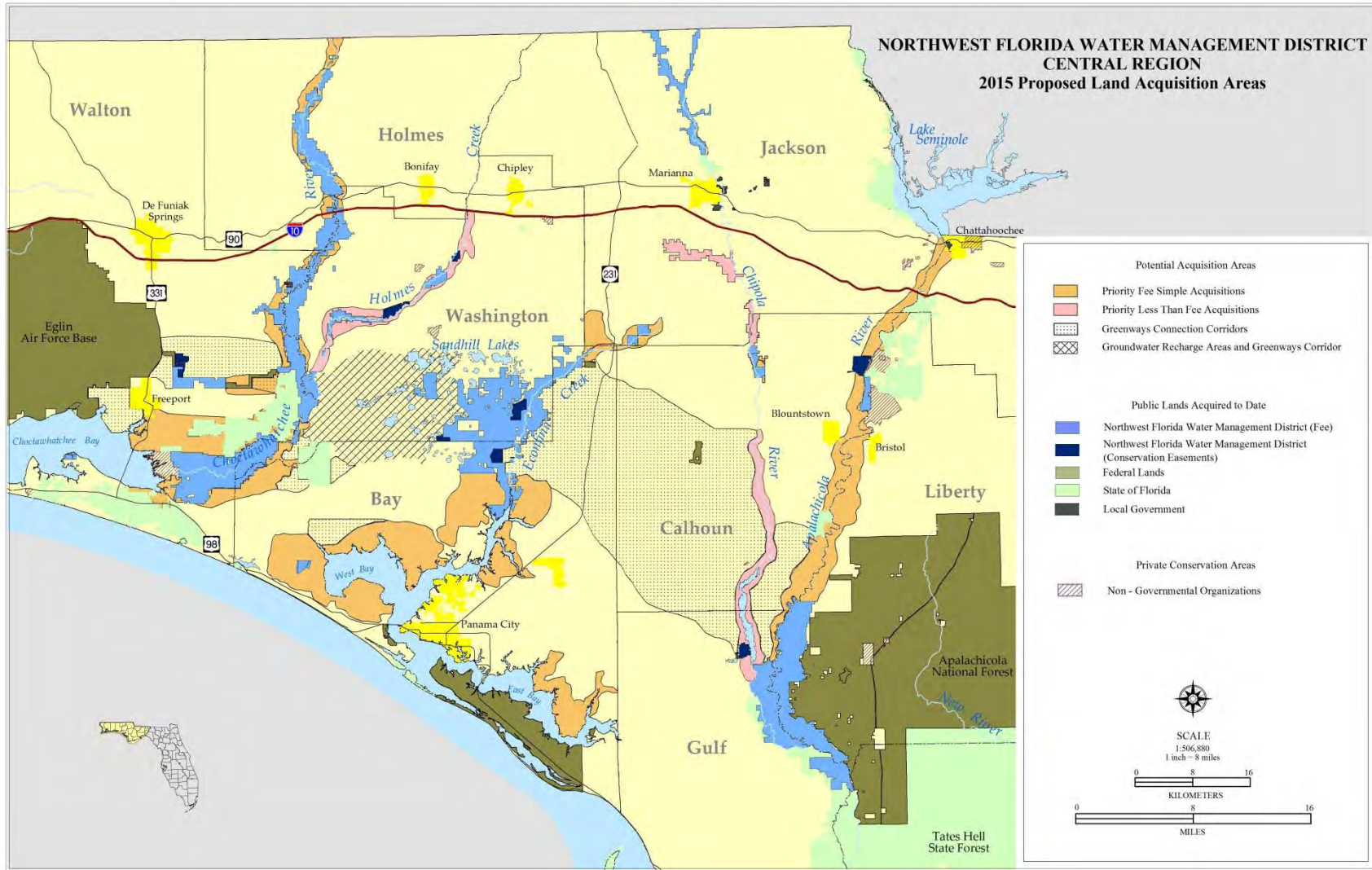


Figure 5.3 2015 Proposed Land Acquisition Areas (Central Region)

## Florida Forever Land Acquisition Project

### Lafayette Creek

Originating in south central Walton County, the Lafayette Creek drainage basin is located northeast of Freeport, Florida. The main stem of the creek begins about seven miles east of Freeport and runs due west for about six miles before it turns south and empties into LaGrange Bayou/Choctawhatchee Bay. Additional purchases along the creek will protect many diverse natural communities and habitat types. In addition, any proposed acquisitions will also protect a portion of the water resources of Magnolia and Wolf creeks, both of which are significant tributaries to Lafayette Creek. Currently, the District owns 3,160 acres along the creek, including 420 acres for DOT mitigation purposes.

The area between the Choctawhatchee River and Eglin Air Force Base is part of the Northwest Florida Greenway Corridor which serves to protect open space stretching from the Apalachicola National Forest to Eglin Air Force Base. It is intended to preserve environmentally sensitive areas, sustain existing military lands and airspace, maintain the economic viability of forest lands and provide recreation. The District, in cooperation with Eglin Air Force Base, acquired a 1,095.3-acre conservation easement from Nokuse Plantation utilizing the Department of Defense Readiness and Environmental Protection Integration (REPI) funds. Acquisition of this Conservation Easement will ensure the protection of seepage streams within the Magnolia and Lafayette Creeks and buffer Eglin Air Force Base lands to the west.

#### *Public Access*

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational and educational activities. Access issues are addressed on a parcel-by-parcel basis.

#### *Land Acquisition*

Approximately 5,800 acres have been identified for possible acquisition. Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; available staff resources, and availability of funds.

## **Florida Forever Land Acquisition Project**

### **Choctawhatchee River/Holmes Creek Basin**

Originating in Alabama and flowing into Choctawhatchee Bay, the Choctawhatchee River/Holmes Creek basin encompasses the second largest floodplain in the state. Approximately 3,133 square miles of the watershed is in Alabama and 2,052 square miles is in Florida. The river is 170 miles long with about 88 miles in Florida. Although the river basin exhibits localized water quality problems, primarily due to agricultural land use in the upper basin, the overall water quality is considered good. The river basin encompasses several springs and a variety of habitats including bottomland hardwood forests, marshes and Tupelo-Cypress swamps.

Due to the river corridor's undeveloped nature, the basin provides habitat for a variety of native wildlife, including several endangered plant and animal species. The river also serves as a breeding and migratory area for both the Alligator Gar and the Gulf Sturgeon. The District currently owns 63,348 acres along the river and creek in fee and less than fee. Priority purchases will be concentrated on parcels adjacent to existing District lands, around the river's mouth, designated tributaries such as Holmes Creek, and other projects that can mitigate for wetland impacts associated with DOT highway construction.

#### *Public Access*

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational and educational activities. Access issues are addressed on a parcel-by-parcel basis.

#### *Land Acquisition*

Approximately 55,064 acres have been identified for fee simple acquisition on the Choctawhatchee River and Holmes Creek, and 7,000 acres have been identified for possible less than fee acquisition on Holmes Creek. Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; available staff resources, and availability of funds.

## Florida Forever Land Acquisition Project

### West Bay Buffer

West Bay is the westernmost embayment of the St. Andrew Bay estuary. The bay supports notable shellfish and seagrass communities, important fisheries, and other environmental and economic resources. The West Bay watershed is characterized by extensive pine flatwoods, as well as hardwood forests, cypress wetlands, mixed-forested wetlands, freshwater marshes, wet prairie, and other wetlands. Salt marshes, inland forested wetlands, and associated upland communities are especially prominent in several areas, including the Breakfast Point peninsula and other lands adjacent to the Burnt Mill and Crooked Creek tributaries.

Like other estuaries, the bay is vulnerable to impacts associated with intensive residential and commercial development. Potential impacts include the long-term degradation as a result of nonpoint source pollution, as well as habitat loss and fragmentation. The proposed acquisition would help prevent such degradation by preserving intact an extensive ecosystem of forests, scrub, salt marshes, and freshwater wetlands. Preserving the associated wetland and upland communities in the vicinity of the bay would also protect water quality by providing a substantial riparian buffer and maintaining the natural hydrology in the vicinity of the bay. The District currently owns 719 acres in the West Bay Buffer.

In addition to providing for water resource protection and public use, this acquisition will be consistent with several ongoing initiatives, including the West Bay Sector Plan. These initiatives also include efforts to restore seagrass communities in the bay and to improve the treatment and management of domestic wastewater.

### *Public Access*

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational and educational activities. Access issues are addressed on a parcel-by-parcel basis.

### *Land Acquisition*

Approximately 47,281 acres have been identified for possible acquisition. Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; available staff resources, and availability of funds.

## **Florida Forever Land Acquisition Project**

### **Econfina Creek**

Econfina Creek is the major contributor to Deer Point Lake, which serves as the public water supply for Bay County, including Panama City, Panama City Beach and neighboring communities. The proposed purchases along the creek contain several spring-run streams, which are imperiled biological communities. The slope forest communities that border considerable lengths of the creek contain some of the highest species diversity encountered in Florida. The sand hills portion of the project features high rolling pinelands, steephead ravines, and numerous sandhill upland lakes. Much of the sand hills area is of excellent quality, with a nearly intact ground cover of wiregrass and dropseed. At least 18 species of rare or endangered plants inhabit the sand hills area. The District currently owns more than 43,770 acres in fee and less than fee, including the 2,155-acre Sand Hill Lakes Mitigation Bank. Priority purchases will be concentrated on parcels adjacent to existing District lands and parcels with significant aquifer recharge potential.

#### *Public Access*

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational and educational activities. Access issues are addressed on a parcel-by-parcel basis.

#### *Land Acquisition*

Approximately 39,669 acres have been identified for possible acquisition. Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; available staff resources, and availability of funds.

#### *Groundwater Recharge Areas*

The upper portion of the acquisition project is a significant recharge area of the Floridan Aquifer. The majority of the acreage purchased by the District and targeted for future purchase is one of the most important recharge areas for the Floridan Aquifer in northwest Florida. Recharge rates in the area have been estimated at 25 to 40 inches per year, and this recharge drives the spring flows along Econfina Creek, the largest tributary of the Deer Point Lake Reservoir. The reservoir currently provides approximately 50 million gallons per day for residential, commercial and industrial water uses in Bay County.



## **Florida Forever Land Acquisition Project**

### **Sandy Creek Basin**

Sandy Creek is a major tributary of East Bay, the easternmost embayment of the St. Andrew Bay estuary. The creek's basin is characterized by extensive pine flatwoods, as well as hardwood forests, saltmarshes, cypress wetlands, mixed forested wetlands, freshwater marshes, wet prairie, and other wetlands. Salt and freshwater marshes, inland forested wetlands, and associated upland communities are especially prominent along the creek and its tributaries.

Preservation of the Sandy Creek basin will protect a major tributary basin of East Bay. In so doing, it would preserve water quality and a mosaic of interconnected upland, wetland, stream, and estuarine habitats. The acquisition would also protect water quality by providing a substantial riparian buffer and maintaining natural hydrology.

#### *Public Access*

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational and educational activities. Access issues are addressed on a parcel-by-parcel basis.

#### *Land Acquisition*

Approximately 15,000 acres have been identified for acquisition. Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; available staff resources, and availability of funds.

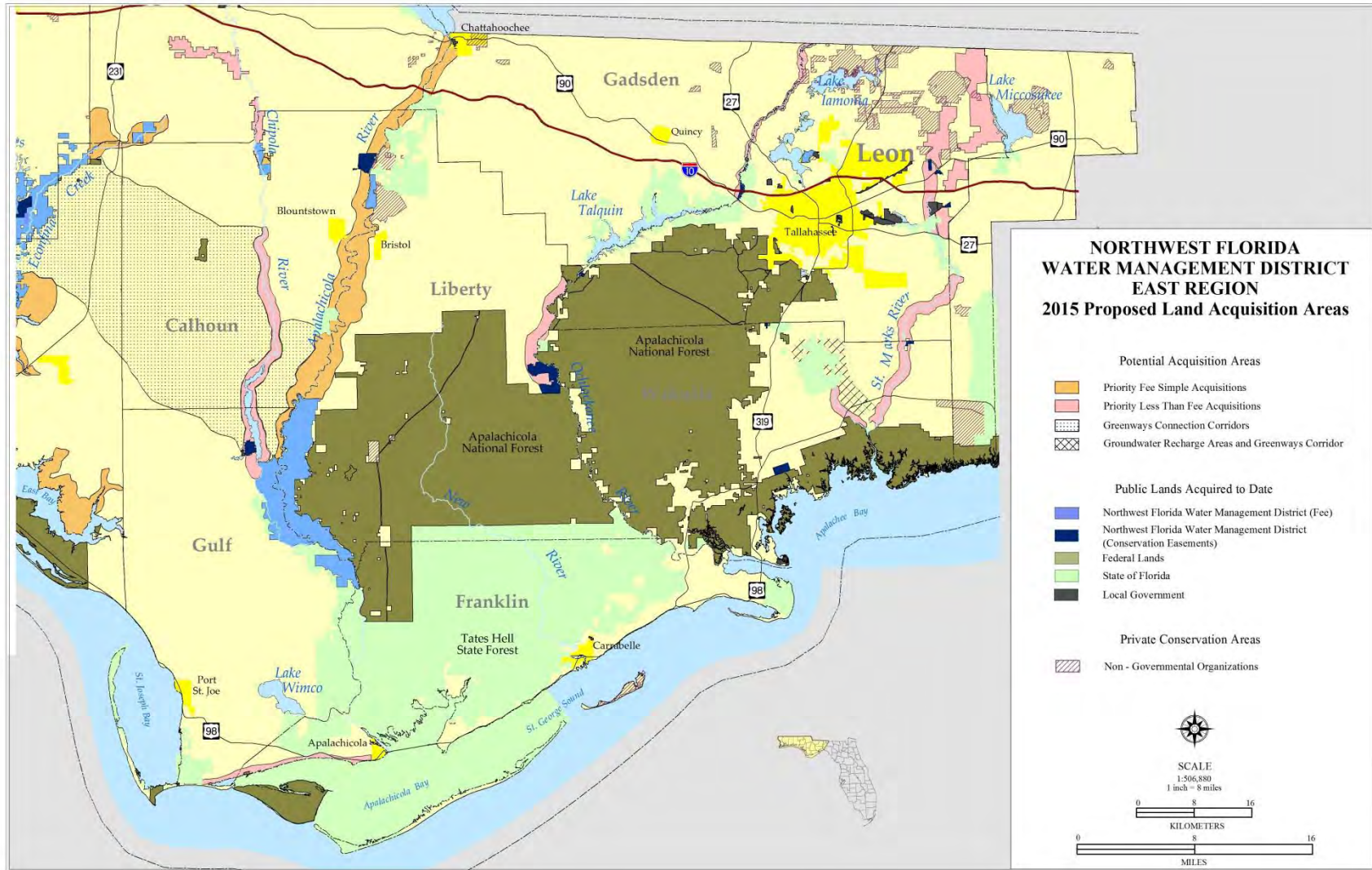


Figure 5.4 2015 Proposed Land Acquisition Areas (East Region)

## Florida Forever Land Acquisition Project

### Chipola River Basin

A new area along the Middle Chipola River has been identified for less than fee acquisition. The area is comprised of approximately 2,400 acres in northern Calhoun and southern Jackson counties. Acquisition of this tract will help protect more than 3.4 miles of the west bank and 4.25 miles of the east bank of the Chipola, River. In 2009, the District acquired 1,377.76 acres in fee along the Middle Chipola River, including the “Look-N-Tremble” rapids. The District now owns a total of 9,094 acres in fee simple and holds a conservation easement on 810 acres in the Chipola River Basin.

Two additional areas have been identified for less than fee acquisition along the Chipola River. The first is comprised of approximately 6,000 acres in the Spring Lake Spring Group area located in central Jackson County. Acquisition of land in the Spring Lake Spring Group area with its numerous springs, and tributaries which end up in the Chipola River, will provide enhanced water resource protection to the area.

The second proposed less than fee acquisition contains a core tract of roughly 20,000 acres in the river basin in Calhoun and Gulf counties. The Chipola River is the largest tributary to the Apalachicola River and its mostly spring-fed waters make an important and consistent contribution of sediment-free water to the Apalachicola. The degree of biological diversity of the Chipola appears to be nearly as high as that of the Apalachicola. Priority purchases will be focused along the middle reaches of the Chipola River.

#### *Public Access*

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational and educational activities. Access issues are addressed on a parcel-by-parcel basis.

#### *Land Acquisition*

Approximately 1,025 acres has been identified for possible fee acquisition and 28,400 acres have been identified for possible less than fee acquisition. Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; available staff resources, and availability of funds.

## **Florida Forever Land Acquisition Project**

### **Apalachicola Bay/St. Vincent Sound Buffer**

Apalachicola Bay has been recognized as a resource of state, federal, and international significance. The bay has extensive fish and shellfish resources, and it supports noteworthy commercial and recreational fisheries and other recreational and economic activities. It has been designated an Outstanding Florida Water, a State Aquatic Preserve, and an International Biosphere Reserve. It includes the Apalachicola National Estuarine Research Reserve and the St. Vincent National Wildlife Refuge. State and federal agencies, as well as the NFWFMD, have made extensive investments in acquiring and protecting lands throughout the basin. This project would provide an important addition to these efforts.

Like other northwest Florida estuaries, Apalachicola Bay is vulnerable to impacts associated with development. Such potential impacts include the long-term effects of non-point source pollution and habitat loss and fragmentation. The proposed acquisition would help prevent such degradation by preserving the integrated forest and wetland community bordering St. Vincent Sound and Apalachicola Bay. The acquisition would limit new sources of pollution, prevent habitat loss and fragmentation, and protect the stability and integrity of littoral vegetation. The acquisition would also protect water quality by providing a substantial riparian buffer which would help prevent channelization from new impervious surfaces.

The land targeted through this project is immediately adjacent to very productive oyster harvesting areas of the Apalachicola Bay system, including the Indian Lagoon, Scorpion and Paradise bars.

#### *Public Access*

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational and educational activities. Access issues are addressed on a parcel-by-parcel basis.

#### *Land Acquisition*

Approximately 5,200 acres have been identified for less than fee acquisition. Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; available staff resources, and availability of funds.

## **Florida Forever Land Acquisition Project**

### **Upper Apalachicola River Basin**

The Apalachicola River begins below Lake Seminole at the confluence of Chattahoochee and Flint rivers. It has the largest floodplain in the state and is widely regarded as one of the state's most important natural resources. The Apalachicola River supports the highly productive fishery in Apalachicola Bay, and more endangered plant species can be found along the river's upper stretches than in any comparably sized river in the state. The District owns 36,823 acres of river floodplain and holds a conservation easement on 1,550 acres.

Major habitat types along the Apalachicola River include coastal marshes, freshwater marshes, flatwoods and bottomland hardwood swamp. Water tupelo, Ogeechee tupelo, Bald cypress, Carolina ash and Swamp tupelo have been identified in the floodplain. Several species of federally and state listed fish and mussels are located in the river and basin. Substantial additional acreage of the Apalachicola system is owned by other public agencies and private conservation organizations. Priority purchases will be concentrated on parcels adjacent to existing District lands, other conservation lands and designated tributaries.

#### *Public Access*

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational and educational activities. Access issues are addressed on a parcel-by-parcel basis.

#### *Land Acquisition*

Approximately 50,132 acres have been identified for possible fee acquisition. Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; available staff resources, and availability of funds.

## **Florida Forever Land Acquisition Project**

### **Ochlockonee River Basin**

The Ochlockonee River originates in the coastal plain of Georgia and traverses parts of five Florida counties. Water quality in the river is lowest when it enters Florida and generally improves as it flows closer to the Gulf of Mexico. The Ochlockonee is primarily fed by rainwater runoff, and is therefore susceptible to pollution by land use activities. Large parts of the watershed are publicly owned, including Joe Budd Wildlife Management Area, Lake Talquin State Forest and Apalachicola National Forest. The District's primary focus is to acquire less than fee rights on privately owned floodplain land separating existing federal and state properties. Public ownership of the erosion-prone lands bordering this usually fast flowing river will reduce the likelihood of water quality degradation. The District presently has 3,675 acres in less than fee holdings in the area.

#### *Public Access*

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational and educational activities. Access issues are addressed on a parcel-by-parcel basis.

#### *Land Acquisition*

Approximately 11,767 acres have been identified for less than fee acquisition. Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; available staff resources, and availability of funds.

## Florida Forever Land Acquisition Project

### St. Marks/Wakulla Rivers

The Wakulla River originates at Wakulla Spring and flows south approximately 10 miles to join the St. Marks River at the town of St. Marks in Wakulla County. The St. Marks River starts east of Tallahassee as a narrow stream, widens considerably below Horn Spring, and then disappears underground at Natural Bridge. After reemerging as a much stronger river at St. Marks River Rise, it flows 11 miles to its confluence with the Wakulla River. While the lower reach of the river below the town of St. Marks is protected and preserved as part of the St. Marks National Wildlife Refuge, much of the remainder of the two river watersheds is threatened by active riverfront development and in the adjacent highlands. The St. Marks supports one of the most heavily used inshore saltwater fisheries in north Florida, the viability of which is largely dependent on the quality of freshwater flowing into the estuarine system. Both the Wakulla Springs State Park and the St. Marks National Wildlife Refuge are major refuges for numerous biological species. The District presently has 1,376 acres under less than fee acquisition in the area.

#### *BluePrint 2000*

In December 2003, the Northwest Florida Water Management District and the City of Tallahassee-Leon County BluePrint 2000 Intergovernmental Agency entered into a five-year Memorandum of Agreement (MOA) to work cooperatively to acquire conservation easements to protect and preserve the water resources of the St. Marks River basin in Leon County. Although this MOA has now expired, the District and BluePrint 2000 successfully purchased conservation easements on a 132.62-acre tract and 194.5-acre tract, both located in Leon County.

#### *Land Acquisition*

Approximately 45,456 acres have been identified for possible acquisition. Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; available staff resources, and availability of funds.

## **Implementation of the 2013-2014 Work Plan**

### *Land Acquisition*

The District did not purchase any land in fee simple or less-than-fee simple during 2014; however, the District exchanged 61.1 acres for 50 acres in the Yellow River Water Management Area to protect additional floodplain and acquired land management access to approximately 400 acres of District land which previously had no access.

### *Land Management*

The District completed numerous land management activities during Fiscal Year 2013-2014. Management and restoration efforts including prescribed burns, native species planting and timber harvesting continue across the District's 211,152 managed acres. In addition, the District maintains and improves public access and recreational amenities such as boat ramps, primitive campsites, and swimming and picnic areas. In the pages that follow, Table 5.1 and Table 5.2 provide additional information on specific land restoration activities completed during the year. The projected Fiscal Year 2014-2015 staffing and management budget by WMA can be found in Table 5.3.

To date, the District has conserved and protected 223,555 acres primarily through fee simple acquisition. These lands protect natural systems, wetland and floodplain functions, groundwater recharge, surface and groundwater quality, and fish and wildlife habitat. District-owned lands are all accessible to the public and are managed to protect water resources while providing public access and resource-based recreation.

District lands include the majority of the Escambia and Choctawhatchee river floodplains, as well as extensive lands along the Perdido, Blackwater, Yellow, Shoal, and Apalachicola rivers; Lafayette, Holmes and Econfina creeks; and on Perdido Bay, Garcon Point and Live Oak Point. In addition, the District manages and conducts habitat restoration and maintenance on Yellow River Ranch, Live Oak Point, Ward Creek West and Sand Hill Lakes Mitigation Bank. The District has acquired the majority of the groundwater recharge area for springs that discharge into Econfina Creek and form a crucial component of the water contribution to Deer Point Lake Reservoir.

### *Land Management Accomplishments (FY 2013-2014)*

- The District conducted prescribed burns on approximately 9,400 acres of District lands, as well as vegetation management (herbicide) and habitat enhancements on approximately 1,353 acres.
- The final phase of a cooperative project with Walton County to improve a boat ramp and camping area at Dead River Landing was completed. This popular recreation area now has eight RV-accessible primitive campsites, eight tent campsites, a day use area with covered picnic pavilions and improved parking and boat launching facilities.
- A new public access point was developed on Holmes Creek in Washington County, providing the furthest upstream improved launching point for canoes, kayaks and small boats.
- 556 camping permits were issued at 16 reservation-only sites on District lands.
- 16 special resource area permits were issued for larger events on District property.
- New web pages were created for each District recreation area and an online reservation system was created to improve access to improved campsites. In addition, the initial phase of a program to replace and improve signage on District lands was completed.



- The first phase of a land management database was completed. This database provides an inventory of forest resources and long-term timber revenue estimates, and will assist with the planning of timber harvests and other land and timber management activities.
- Six timber harvests were conducted to remove offsite sand pine and thin loblolly, longleaf, slash pine totaling 2,469 acres.
- More than 7,100 acres of District-owned land were surveyed for invasive exotic plants, and control measures were implemented for all identified problem areas.

## Restoration

The District accomplishes water resource restoration through several interrelated programs, primarily Surface Water Improvement and Management (SWIM), Land Management, and Mitigation.

Approved NFWFMD plans with substantial restoration components include the following:

- *Apalachicola River and Bay Management Plan (1996)*
- *Pensacola Bay System SWIM Plan (1997)*
- *Lake Jackson Management Plan (1997)*
- *Choctawhatchee River and Bay SWIM Plan (2002)*
- *St. Andrew Bay Watershed SWIM Plan (2000)*
- *St. Marks River Watershed SWIM Plan (2009)*
- *Tate's Hell State Forest Hydrologic Restoration Plan (2010)*
- *Florida Forever Capital Improvements Plan*

## Restoration Accomplishments (FY 2013-2014)

- The Williford Spring restoration project commenced in May 2014. This \$1.54 million project involves restoring spring bank areas, providing stabilized access to the spring, sediment removal, and recreation improvements including a new parking area, boardwalks, interpretive trails, pavilions, and a canoe tie-up dock that will help prevent future impacts by limiting the number of canoes that enter the spring area. The project will be completed in 2015.
- Two cooperative projects were commenced to improve recreation areas and restore eroding streambanks on Holmes Creek. These projects are being constructed by Washington County with funding assistance from the District.
- A shoreline stabilization project was started at Devil's Hole swallet in Washington County. This project, being implemented by District staff, utilizes a non-structural approach utilizing geotextile bags to stabilize the eroding shoreline with a vegetated retaining wall.
- Seed from native plants were collected for District groundcover projects from District land on the Econfina Creek WMA. The District continues to research, refine, and establish new habitat restoration techniques that increase species diversity and ecosystem health.
- The District completed hand planting of 1,483 acres of disturbed longleaf pine, wet pine flatwoods, and wiregrass habitat. These habitat restoration activities enhance groundwater recharge, improve wetland functions, and offset wetland losses caused by FDOT projects. Additionally, 989,500 longleaf pine tubelings were planted within two WMAs. The District also reestablished groundcover habitat, planting 108,900 plugs of wiregrass on disturbed habitat sites at the Sand Hill Lakes Mitigation Bank and the Choctawhatchee River/Holmes Creek WMA.

**Table 5.4 Summary of Land Restoration, Enhancement and Maintenance Activities (2014)**

Water Management Area	Acres Burned					Acres Planted					Acres Harvested			
	Total	Fuel Reduction	Site Preparation	Growing Season	Wiregrass Propagation	Total	Upland/Wetland Wiregrass and Toothache Grass	Longleaf Pine	Slash Pine	Upland Hardwoods	Total	Restoration	Thinning	Habitat Restoration
Escambia River	24	24												
Garcon Point	2076	2076												
Blackwater River	278	278												
Yellow River														
Perdido River	1363	1363												
Choctawhatchee River	1611	1611				83	70	13			727	275	452	
Econfina Creek	2016	582	363	672	399	1378		1378			250	250		
St. Andrews	292	292				77		77						
Carter Restoration	844				844	20	20							
Ward Creek West	432	432												
Devils Swamp Restoration														
Chipola River	905	895	10											
Apalachicola River														
Lake Jackson														
<b>Totals</b>	<b>9841</b>	<b>7553</b>	<b>373</b>	<b>672</b>	<b>1243</b>	<b>1558</b>	<b>90</b>	<b>1468</b>				<b>525</b>	<b>452</b>	

**Table 5.5 Summary of Access and Recreation Management Activities (2014)**

Water Management Area	Picnic Areas	Day Use Sites	Parking Areas	Reserved Camp Sites	Boat, Canoe/Kayak Landings	Portolet Stations	Horse Trail	Canoe Trail	Hiking Trail	Nature Trail	Bike Trail	Access Road	Reserved Camp Site Permits	General Purpose	Information Signs on District Lands	Weather Pavilions
	Number Maintained						Miles Maintained						Issued	Signs		Installed
Escambia River	1	11	9	1	9	9			1	2		27	12	40	8	2
Garcon Point		2	2											60		
Blackwater River	1	3	2						1					70		1
Yellow River		3	3		3			50				45		20		
Perdido River	1	3	3	1	3	4	3	15				32	46	60	8	1
Choctawhatchee River	12	15	15		14	10						1			12	1
Econfina Creek	12	13	13	25	8	13	56	22	18	2		130	480	320	65	
Chipola River	1	4	4	3	2	2	4	6	3				18	480	12	
Apalachicola River	1	2	2		2	1								900		
Lake Jackson	1	2	2			1	7		10		7					
<b>Totals</b>	<b>30</b>	<b>58</b>	<b>53</b>	<b>30</b>	<b>40</b>	<b>40</b>	<b>78</b>	<b>93</b>	<b>32</b>	<b>5</b>	<b>7</b>	<b>235</b>	<b>556</b>	<b>1,950</b>	<b>105</b>	<b>5</b>

**Table 5.6 Projected Lands Management Funding, Staffing, and Activities for FY 2014-2015**

Region	Water Management Area	Acres	Assigned Staff	Total Funding	Funding for Resource Management
Western	Escambia	35,413		\$149,501	\$93,050
	Escambia Conservation Easements	19		\$825	\$500
	Garcon Point	3,245		\$81,887	\$35,750
	Yellow	16,553		\$88,251	\$47,750
	Blackwater	381		\$32,882	\$22,900
	Perdido	6,261		\$155,465	\$108,370
	Perdido Conservation Easements	4		\$825	\$500
	<b>Western Region Total</b>	<b>61,876</b>	<b>3</b>	<b>\$ 509,636</b>	<b>\$308,820</b>
Central	Choctawhatchee	60,810		\$469,691	\$320,250
	Choctawhatchee/Holmes Conservation Easements	2,537		\$14,055	\$13,000
	Econfina	39,182		\$852,623	\$641,360
	St. Andrew/Econfina Conservation Easements	2,433		\$1,672	\$500
	Ward Creek West	719		\$0	\$0
	Carter Restoration	2,155		\$61,000	\$61,000
	<b>Central Region Total</b>	<b>107,836</b>	<b>5</b>	<b>\$1,399,041</b>	<b>\$1,036,110</b>
Eastern	Chipola	9,094		\$148,462	\$72,250
	Apalachicola	36,823		\$82,732	\$29,050
	Apalachicola/Chipola Conservation Easements	2,359		\$1,305	\$500
	Lake Jackson	516		\$91,562	\$54,350
	St. Marks Conservation Easements	1,376		\$1,756	\$750
	Ochlockonee Conservation Easements	3,675		\$1,756	\$750
	<b>Eastern Region Total</b>	<b>53,843</b>	<b>2</b>	<b>\$327,573</b>	<b>\$157,650</b>
<b>Regional Totals</b>	<b>223,555</b>	<b>10</b>	<b>\$2,236,250</b>	<b>\$1,502,580</b>	

**Table 5.6 Projected Funding, Staffing and Resource Management for FY 2014-2015 (Continued)**

<b>Other Projects</b>	<b>Acres</b>	<b>Assigned Staff</b>	<b>Total Funding</b>	<b>Funding for Resource Management</b>
Land Management Administration		4	\$944,552	\$399,056
IT Initiative			\$396,414	\$396,414
Land Management Database			\$166,743	\$146,250
Florida National Scenic Trail - Econfina Creek			\$10,000	\$10,000
Williford Spring Restoration			\$31,900	\$0
Live Oak Streambank Restoration			\$4,666	\$0
Hightower Streambank Restoration			\$4,666	\$0
Spurling Streambank Restoration			\$3,780	\$0
Washington County School Board Donation			\$340	\$340
<b>Grand Total</b>	<b>223,555</b>	<b>14</b>	<b>\$3,799,311</b>	<b>\$2,454,640</b>

## 5.2 Capital Improvement Work Plan

As required by section 373.199(2), F.S., the five-year work plan includes capital improvement projects that further the goals of the Florida Forever Act (section 259.105, F.S.). These include priorities identified in approved SWIM plans and other restoration plans, water resource development projects, and other eligible Florida Forever projects and improvements to District lands and facilities approved by the Governing Board.

Priority waterbody and water resource descriptions are outlined in approved SWIM plans and RWSPs. These plans respectively are available at [www.nfwwater.com/water-resources/swim/](http://www.nfwwater.com/water-resources/swim/) and [www.nfwwater.com/water-resources/wsp/](http://www.nfwwater.com/water-resources/wsp/).

From 2003-2008, the District offered grant funding to local governments for capital improvements that help implement SWIM projects, water resource development projects, and projects included within stormwater master plans. More than \$23 million has been awarded for 55 stormwater retrofit, restoration, and reuse projects under the program. These grants leveraged significant additional funding, with more than \$52 million in local and other match funding being allocated to the approved projects. Facility ownership, permitting, and long-term maintenance remain the responsibilities of the grantees, as provided through cooperative grant agreements. Due to the lack of new Florida Forever funding, grant cycles have not been offered for the past several years.

Performance measures for restoration projects are incorporated within the Strategic Water Management Plan ([www.nfwwater.com/data-publications/reports-plans/water-management-plans/](http://www.nfwwater.com/data-publications/reports-plans/water-management-plans/)) and described in Chapter 1 of the Consolidated Annual Report. Cooperative local grant project accomplishment is also described in this section and in Chapter 7 by SWIM watershed and jurisdiction.

### **Implementation of the 2013-2014 Five Year Work Plan**

Implementation of the Apalachicola River and Bay/Tates Hell Swamp wetland restoration project continued through hydrologic restoration within the Whiskey George Creek basin of Tate's Hell State Forest. Construction completed included six hardened low water crossings, 15 earthen ditch plugs, and four culvert modifications. The project was completed with \$124,940 in construction funding from Florida Forever, with additional grant funding provided by the National Oceanic and Atmospheric Administration.

Bay County completed the Spring Avenue Pond stormwater retrofit facility in September 2014. This facility provides water quality treatment to 257 acres of the Watson Bayou basin, improving water quality within the bayou and St. Andrew Bay and furthers the objectives of the St. Andrew Bay watershed SWIM plan. The project was completed with \$200,000 in construction funding from Florida Forever. Additional funding was provided by Bay County, FDEP, and the MOEX settlement. Overall costs were approximately \$1,075,307. Construction costs were more than \$985,000.

Toward the end of 2014, the City of Apalachicola completed the construction phases of the Battery Park stormwater treatment facility, treating stormwater runoff from 54 acres that drain to Apalachicola Bay. The overall construction cost was \$496,612, with \$53,612 being provided from Florida Forever. Additional construction and engineering funding was provided from the Ecosystem Management and Restoration Trust Fund (SWIM).

During the previous year, Blueprint 2000 and the City of Tallahassee completed watershed restoration components of the Cascades Park Watershed Restoration Project. Project features include major stormwater ponds, retaining walls, utility relocations, landscaping to support littoral vegetation, and stream reconstruction, all within the St. Marks River watershed. The park is now open and the education component completed. Bay County completed the Spring Avenue stormwater treatment facility, providing water quality treatment to benefit Watson Bayou and St. Andrew Bay.

**Fiscal Year 2015-2018 Capital Improvement Work Plan**

Table 5.6 lists projects considered eligible for Florida Forever capital improvement funding. Such funding is limited, however, as significant appropriations have not been made since fiscal year 2008-2009. Funding from the Ecosystem Management and Restoration Trust Fund, Water Management Lands Trust Fund, Legislative special appropriations, federal grants, local governments, and potentially other sources may contribute to accomplishment of these projects, augmented by Florida Forever to the extent possible. Where implementation is precluded due to current funding limitations, projects are identified here to assist in long-term project planning and prioritization. Final approval of funding for any project requires specific Governing Board approval.

**Table 5.7 Currently Approved Florida Forever Capital Improvement Projects**

Project	Description	Status	Estimated Cost <sup>1</sup>
Apalachicola River and Bay Stormwater Retrofit Projects	Implementation of stormwater retrofit projects that improve water quality in the Apalachicola River and Bay watershed; cooperative projects with local governments, consistent with SWIM plan and stormwater master plan	Battery Park facility completed; engineering in progress for facilities for four other basins	\$496,612
Tates Hell Swamp Hydrologic Restoration	Continued implementation of the Tate's Hell State Forest Hydrologic Restoration Plan; Provides water quality, hydrologic, and habitat restoration. Includes construction of low water crossings, earthen ditch plugs, and improved culverts, as well as other habitat and hydrologic restoration activities; cooperative effort with FWC, FDEP, USDA, and NOAA	Completed restoration activities within the Whiskey George basin	\$124,940
Unpaved Road sedimentation abatement	Unpaved road stabilization to reduce sedimentation and nonpoint source pollution; supports water quality improvement and habitat restoration objectives of SWIM plans for all District watersheds	Current project ongoing in cooperation with Bay County	\$1,220,000
Spring Habitat Restoration	Construction activities to restore riparian and aquatic habitat associated with northwest Florida springs	Projects underway to benefit Williford, Devils Hole, the Holmes Creek spring run	\$300,000
Stormwater Retrofit Facilities	Construction of additional cooperative stormwater retrofit projects, providing water quality improvement and improved flood protection, in accordance with approved SWIM plans; current anticipated focus with Pensacola, Choctawhatchee, and St. Andrew Bay watersheds; funding indicated represents estimated available Florida Forever contribution; total costs to be determined	Preliminary planning and in progress	\$368,447
Shoreline and Tidal Marsh Restoration	Restoration of intertidal habitat consistent with SWIM plans to include salt marsh and seagrass habitat, oyster reef and living shorelines projects, and associated breakwaters	Preliminary planning and in progress	TBD

<sup>1</sup> Funding may be allocated from legislative special appropriations; Ecosystem Management and Restoration, Florida Forever, and Water Management Lands trust funds; local governments; and other state or federal sources.

Figure 7.2 (in Section 7.2) illustrates the distribution of current and past capital improvement projects District-wide. Additional preservation, enhancement, and restoration projects accomplished to meet regional mitigation needs are described in the Northwest Florida Umbrella, Watershed-based, Regional Mitigation Plan ("Umbrella Plan"), available at [www.nfwmdwetlands.com/](http://www.nfwmdwetlands.com/).



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## **Chapter Six: Mitigation Donation Annual Report**

Section 373.414(1)(b)2, F.S., requires the District and FDEP to report by March 1 of each year, as part of this report, all cash donations accepted as mitigation for use in duly noticed environmental creation, preservation, enhancement, or restoration projects that offset impacts permitted under Chapter 373, Part IV, F.S., Management and Storage of Surface Waters. The report is required to include a description of the endorsed mitigation projects and, except for projects governed as mitigation banks or regional offsite mitigation, must address, as applicable, success criteria, project implementation status and timeframe, monitoring, long-term management, provisions for preservation, and full cost accounting. The report specifically excludes contributions required under section 373.4137, F.S. (regional mitigation for specified transportation impacts).

The Northwest Florida Water Management District implemented Environmental Resource Permitting (ERP) Phase II (wetland resource permitting), jointly with FDEP, beginning on November 1, 2010. The ERP and Management and Storage of Storm Water (MSSW) programs were combined during FY 2012-2013 as a result of the adoption of the Statewide Environmental Resource Permitting (SWERP) rules in Chapter 62.330, F.A.C. Any cash donations accepted by the District as mitigation during the current fiscal year will be reported annually in this report. No cash donations were received in FY 2013-2014.

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# Chapter Seven: Surface Water Improvement and Management Program Summary Report

## 7.1 Introduction

Section 373.036(7)(d), F.S., provides that districts may include in the Consolidated Annual Report additional information on the status or management of water resources as deemed appropriate. The NFWFMD has a long-term program to protect and restore watershed resources. The Surface Water Improvement and Management (SWIM) program provides the framework for watershed and project planning for the major riverine-estuarine watersheds indicated below (Figure 7.1).

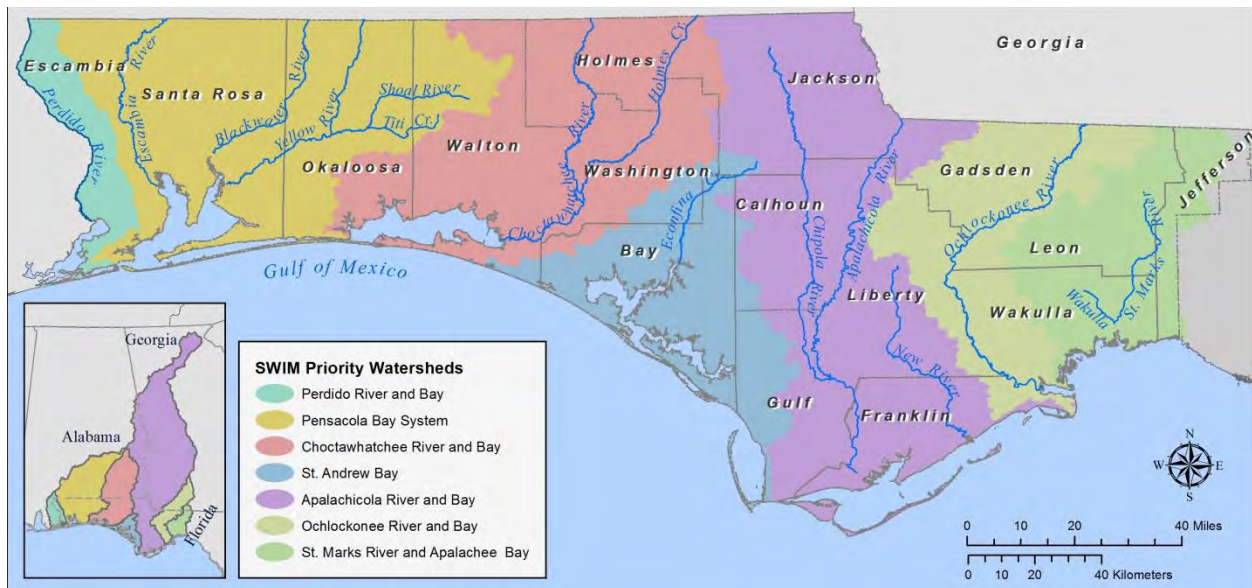


Figure 7.1 NFWFMD SWIM Priority Watersheds

## 7.2 SWIM Priority List

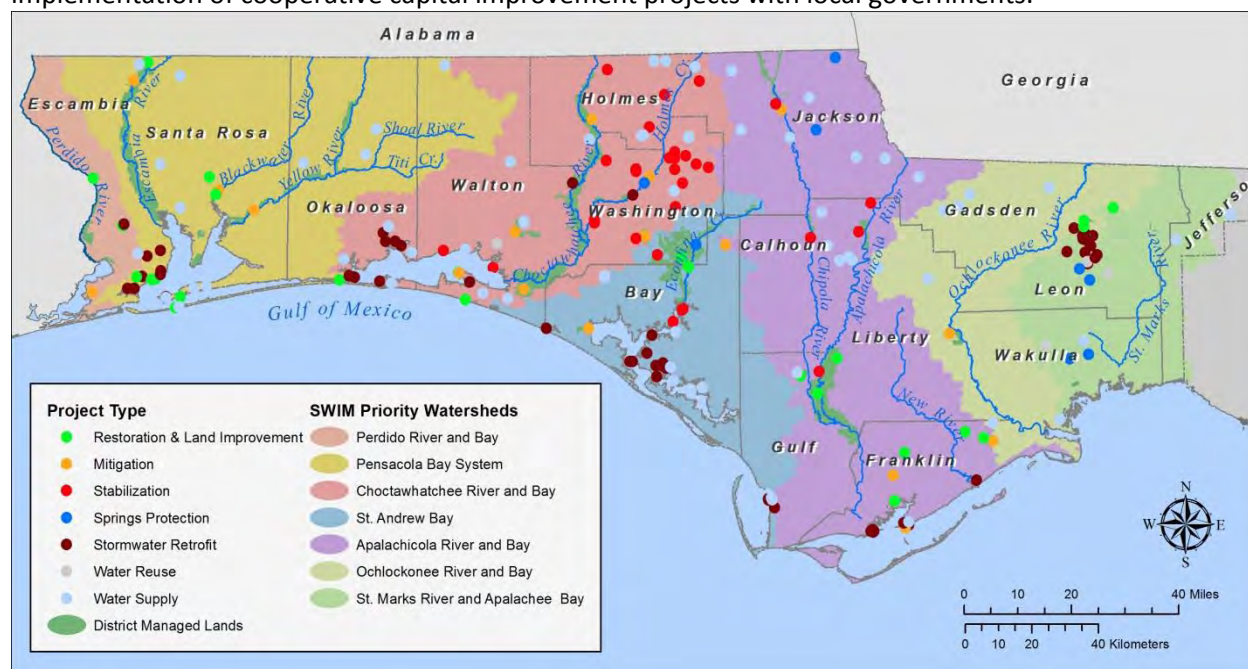
The Northwest Florida Water Management District's SWIM Priority list is provided in Table 7.1. Pursuant to section 373.453, F.S., the SWIM priority list may be periodically reviewed with updates reflected in this section. In addition to respective watersheds, the list identifies major tributaries and waterbodies. All other tributaries, sub-embayments, and contributing basins are also considered as being within the listed priority waterbodies.

**Table 7.1 NFWMD SWIM Priority List**

Watershed		SWIM Plan Status
<b>Apalachicola River and Bay Watershed</b>		
Apalachicola River	New River	Plan update approved 1996
Apalachicola Bay	Lake Seminole	
Chipola River		
<b>Pensacola Bay System</b>		
Escambia River	Escambia Bay	Plan update approved 1997
Blackwater River	East Bay	
Yellow River	Blackwater Bay	
Shoal River	Santa Rosa Sound (west)	
East Bay River	Big Lagoon	
Pensacola Bay		
<b>Choctawhatchee River and Bay Watershed</b>		
Choctawhatchee River	Santa Rosa Sound (east)	Plan update approved 2002
Holmes Creek		
Choctawhatchee Bay		
<b>St. Andrew Bay Watershed</b>		
Sand Hill Lakes	East Bay	Plan approved 2000
St. Andrew Bay	St. Joseph Bay	
North Bay	Deer Point Lake Reservoir	
West Bay	Econfina Creek	
<b>St. Marks River and Apalachee Bay Watershed</b>		
St. Marks River	Lake Lafayette	Plan update approved 2009
Wakulla River	Lake Munson	
Lake Miccosukee	Apalachee Bay	
<b>Ochlockonee River and Bay Watershed</b>		
Ochlockonee Bay	Lake Jackson	Draft plan completed 2011; Lake Jackson plan update approved 1997
Ochlockonee River	Lake Iamonia	
<b>Perdido River and Bay Watershed</b>		
Perdido River	Perdido Bay	Draft plan completed 2011

SWIM plans are developed to address cumulative anthropogenic impacts on water quality and aquatic habitats. They incorporate comprehensive strategies to both restore and to protect watershed resources. Implementation is accomplished through a variety of activities such as planning and

constructing stormwater retrofits to improve water quality and flood protection; restoring wetland and aquatic habitats; assessing freshwater needs and other resources; protecting springs; and public outreach and awareness. The SWIM program also supports coordination of state and federal grants and implementation of cooperative capital improvement projects with local governments.



**Figure 7.2 Watershed Protection and Water Resource Projects**

Figure 7.2 above illustrates the distribution of past watershed protection and water resource projects implemented across the District with SWIM program planning and coordination and other funding sources.

Historically, SWIM plan implementation has integrated and leveraged a variety of funding sources, including SWIM (sections 373.451-373.459, F.S.), the Water Management Lands Trust Fund (section 373.59, F.S.), the Ecosystem Management and Restoration Trust Fund (section 403.1651, F.S.), Florida Forever (section 259.105 and section 373.199, F.S.), legislative special appropriations, the Water Protection and Sustainability Program (section 403.890, F.S.), state and federal grants, and funding through local government partnerships. Cumulatively, the overall effort has resulted in significant protection and improvement of water resources District-wide.

### 7.3 Current Project Priorities

In 2012, the District established a renewed focus on the Apalachicola River and Bay and St. Andrew Bay watersheds, applying remaining Ecosystem Management and Restoration Trust Fund revenues appropriated by past legislatures to address acute problems apparent within these two systems. Additionally, significant legislative funding has been appropriated to implement priority water quality improvement projects and to update the three dimensional hydrodynamic model for Apalachicola Bay. It is expected that this funding will further leverage and build upon local resources, as well as additional state and federal grant funding.

Springs protection and restoration is carried out through the District’s Surface Water Improvement and Management (SWIM), MFL, Land Management and Acquisition, Consumptive Use Permitting, and Environmental Resource Permitting programs. Current initiatives and priorities include efforts to improve conditions in Wakulla Spring, Jackson Blue Spring, and springs associated with the Holmes Creek and Econfina Creek systems. The District is continuing water quality monitoring at Wakulla, Jackson Blue, Pitt, Econfina Blue, and Williford springs and measuring continuous spring flows at Jackson Blue and Wakulla springs and the Spring Creek springs group in coastal Wakulla County. A major initiative to help agricultural producers in the Jackson Blue Spring basin is underway to facilitate the integration of an array of best management practices (BMPs) into their farming operations. These practices are expected to conserve water and improve water quality without compromising production yields. Restoration activities have been initiated for Williford Spring and Devil’s Hole Spring, within the Econfina Creek Water Management Area (WMA) and Live Oak, Hightower Springs, and Spurling landings along Holmes Creek within the Choctawhatchee River and Holmes Creek WMA.

Projects completed over the past year include the Battery Park Stormwater Retrofit (Apalachicola Bay watershed) and the Spring Avenue stormwater retrofit facility (St. Andrew Bay watershed). Several stormwater retrofit projects are underway to benefit the Apalachicola Bay and St. Andrew Bay watersheds, as are projects to protect and restore major spring systems. Additionally an updated hydrodynamic model has been completed for 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.

Table 7.2 lists priority SWIM projects currently underway or in the planning stages. Note that there is overlap between the project priorities listed here and those within the Florida Forever Capital Improvement Plan Table 5.6, particularly for construction projects requiring multiple funding sources for completion. Additional funding sources, including from local governments and state and federal grant sources, may be identified to complement the funding indicated below.

**Table 7.2 Current SWIM Projects**

Project	Cooperators	Estimated Cost	Description
Apalachicola River and Bay Watershed			
Mobile Irrigation Lab	FDACS; USDA NRCS; West FL RC&D Council	\$72,000	Continued/enhanced implementation within the Jackson Blue Spring basin and other agricultural areas. Cost listed is FY 2014-2015 annual cost.
Sod-based Crop Rotation Program	UF IFAS	\$40,000	Continued development and implementation of agricultural BMPs. Cost listed is annual cost for FY 2014-2015.
Additional Data Collection	USGS	\$50,000	Continued hydrologic data collection. Project funded for FY 2014-2015.
Apalachicola River and Bay Stormwater Retrofit Projects	City of Apalachicola and Carrabelle; Other local governments	\$3,565,112	Implementation of cooperative stormwater retrofit projects that improve water quality in the Apalachicola River and Bay watershed

Chapter 7: SWIM Program Summary Report

<b>Project</b>	<b>Cooperators</b>	<b>Estimated Cost</b>	<b>Description</b>
Apalachicola Bay Strategic Plan	Watershed stakeholders	\$250,000	Multi-agency coordination to identify current needs and priority actions to improve bay water quality
Claiborne Aquifer Water Supply Investigation	NFWMD	\$460,000	Evaluation of aquifer's viability as an alternative water source to offset Floridan Aquifer consumptive use
Jackson Blue Spring Agricultural BMP Program	Producers, FDACS, NRCS	\$2,072,255	Agricultural BMP Equipment Cost Share Grant Program
<b>St. Andrew Bay Watershed</b>			
Ed Lee Road	Bay County	\$671,000	Paving of Ed Lee Road to provide sedimentation abatement within the St. Andrew Bay watershed.
Maple Avenue Baffle Boxes	Panama City	\$978,500	Stormwater retrofit to improve water quality
US98 cross-drain	City of Parker	\$1,013,500	Stormwater retrofit to improve water quality and provide flood abatement
Callaway water quality	City of Callaway	\$705,000	Stormwater retrofit to improve water quality and provide flood abatement
Mexico Beach baffle boxes	City of Mexico Beach, FDEP	\$428,000	Stormwater retrofit to improve water quality
Williford Springs Restoration	NFWMD	\$1,550,000	Implementation of aquatic and riparian habitat restoration components of the overall project.
Lisenby Avenue Pond	Panama City, FDEP	\$84,651	Engineering design and surveying for stormwater retrofit. MOEX funding with construction coordinated by FDEP.
Devil's Hole Spring Protection	FDEP	\$145,750	Stream bank stabilization to improve water quality and prevent further habitat destruction
<b>Choctawhatchee River and Bay Watershed</b>			
Overbrook Pond	Okaloosa County, FDEP	\$40,089	Engineering design and surveying for stormwater retrofit. MOEX funding with construction coordinated by FDEP.
Tanglewood Pond	Okaloosa County, FDEP	\$29,294	Engineering design and surveying for stormwater retrofit. MOEX funding with construction coordinated by FDEP.
Holmes Creek Coop. Project	FDEP	\$200,000	Stream bank stabilization, stormwater treatment, and, provide public access
<b>St. Marks River and Apalachee Bay Watershed</b>			
Lake Munson Target Area sewer connection	Leon County; FDEP, USDA	\$500,000	Wastewater improvement project that will reduce total nitrogen loading to Wakulla Spring by about 2250 lbs/year



Project	Cooperators	Estimated Cost	Description
Lake Bradford Mobile Home Park sewer connection	Leon County; FDEP, USDA	\$500,000	Wastewater improvement project that will reduce total nitrogen loading to Wakulla Spring by about 2250 lbs/year
Magnolia Gardens sewer connection	Wakulla County; FDEP, USDA	\$2,300,000	FDEP funding to complete two wastewater improvement projects that will reduce total nitrogen loading to Wakulla Spring by about 4000 lbs/year
Wakulla Gardens sewer connection	Wakulla County; FDEP, USDA	\$2,300,000	FDEP funding to complete two wastewater improvement projects that will reduce total nitrogen loading to Wakulla Spring by about 4000 lbs/year

## 7.4 Potential Funding Related to the Deepwater Horizon Oil Spill

District staff are continuing to assist state agencies, local governments, and other stakeholders in identifying project priorities and participating in project development for potential funding related to the Deepwater Horizon Oil Spill. The District's SWIM plans and associated watersheds provide the planning context for this evaluation. Federal RESTORE Act, National Fish and Wildlife Foundation, Natural Resource Damage Assessment, MOEX Offshore penalties, and other associated funding have the potential to help address current problems and challenges. This may be particularly important for those watersheds that currently have no available SWIM funding.

The District cooperated with FDEP in the preparation of two projects submitted for consideration by the Gulf Coast Ecosystem Restoration Council. These are the Apalachicola Bay Watershed Restoration Proposal and the Northwest Florida Estuaries Restoration Proposal. Should these projects be selected for implementation by the council, implementation of them may entail cooperative efforts with District participation.

## Chapter Eight: References

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# 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-7792**

**Clerk & Comptroller's Report 11. 4.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 03/05/2015

**Issue:** Minutes and Reports

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

**Organization:** Clerk & Comptroller's Office

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**Recommendation:**

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

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

- A. Approve the Minutes of the Special Board Meeting held February 17, 2015;
- B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held February 19, 2015; and
- C. Approve the Minutes of the Regular Board Meeting held February 19, 2015.

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**Attachments**

20150219 Agenda Work Session

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REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION  
HELD FEBRUARY 19, 2015  
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:03 a.m. – 11:05 a.m.)

Present: Commissioner Steven L. Barry, Chairman, District 5  
Commissioner Grover C. Robinson IV, Vice Chairman, District 4  
Commissioner Lumon J. May, District 3  
Commissioner Wilson B. Robertson, District 1  
Commissioner Douglas B. Underhill, 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

1. FOR INFORMATION: The agenda for the February 19, 2015, Regular Board Meeting, was reviewed as follows:
  - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC agenda;
  - B. Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
  - C. Horace Jones, Interim Director, Development Services Department, reviewed the Growth Management Report;
  - D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report; and
  - E. County Attorney Rogers reviewed the County Attorney's Report.



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

**AI-7766** **Growth Management Report** **11. 1.**  
**BCC Regular Meeting** **Consent**  
**Meeting Date:** 03/05/2015  
**Issue:** Schedule of Public Hearings  
**From:** Horace Jones, Department Director  
**Organization:** Development Services

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**RECOMMENDATION:**

**Recommendation Concerning the Scheduling of Public Hearings**

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

**A. March 19, 2015**

1. 5:45 p.m. - A Public Hearing - Subdivision Regulations, Procedures, and Submissions Ordinance - Article 4 and 6 (first of two public hearings)

2. 5:46 p.m. - A Public Hearing - CRA Ordinance

**B. April 9, 2015**

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 March 3, 2015:

**a. Case No.:** **Z-2015-03**  
**Address:** 17080 Perdido Key Drive  
**Property Reference No.:** 01-4S-33-1500-000-001  
**Property Size:** 3.91 (+/-) acres  
**From:** R-2PK, Residential District (Perdido Key), Medium Density (4.5 du/acre)  
**To:** CCPK, (Perdido Key) Commercial Core District, Maximum Density (13 du/acre)  
**FLU Category:** MU-PK, Mixed-Use Perdido Key  
**Commissioner District:** 2  
**Requested by:** Wiley C. "Buddy" Page, Agent for Charles S. Liberis, Owner

**b. Case No.:** **Z-2015-04**

Address: 4631 Hwy 164  
Property Reference No.: 33-5N-32-2102-000-000  
Property Size: 0.13 (+/-) acres  
From: VAG-1, Villages Agriculture Districts, Gross Density (five du/100 acres on one-acre parcels)  
To: VR-2, Villages Rural Residential Districts, (one unit per .75 acre)  
FLU Category: AG, Agriculture  
Commissioner District: 5  
Requested by: Cary Godwin, Owner

2. 5:46 p.m. - A Public Hearing - Subdivision Regulations, Procedures, and Submissions Ordinance - Article 4 and 6 (second of two public hearings)

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**Attachments**

*No file(s) attached.*

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

AI-7749

County Administrator's Report 11. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 03/05/2015

Issue: Request for Disposition of Property - Recommend Authorization Be Given To Dispose Obsolete Equipment

From: Kris Blom, IT Supervisor

Organization: State Attorney's Office

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the Office of the State Attorney - Kris Blom, IT Supervisor, Office of the State Attorney

That the Board approve the 10 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.



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## Attachments

osa forms

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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: JANUARY 21, 2015  
 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	58564	COMPUTER	GVCT1M1	LATITUDE E6500	2010	OBSOLETE
Y	58566	COMPUTER	FZCT1M1	LATITUDE E6500	2010	OBSOLETE
Y	58569	COMPUTER	F5CT1M1	LATITUDE E6500	2010	OBSOLETE
Y	58764	COMPUTER	6964JN1	LATITUDE E6500	2010	OBSOLETE
Y	59037	COMPUTER	FDCH3Q1	LATITUDE E6510	2011	OBSOLETE

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): STACEY KING  
 Print Name

Conditions: \_\_\_\_\_ Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: FEBRUARY 5, 2015 Information Technology Technician Signature: *Stacey King*

Date: MARCH 1, 2015  
 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 \_\_\_\_\_

**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: JANUARY 21, 2015  
 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	58558	COMPUTER	CVCT1M1	LATITUDE E6500	2010	OBSOLETE
Y	58559	COMPUTER	D2CDT1M1	LATITUDE E6500	2010	OBSOLETE
Y	58560	COMPUTER	D13DT1M1	LATITUDE E6500	2010	OBSOLETE
Y	58561	COMPUTER	DFCT1M1	LATITUDE E6500	2010	OBSOLETE
Y	58562	COMPUTER	DJFCT1M1	LATITUDE E6500	2010	OBSOLETE
Y	58563	COMPUTER	5WCT1M1	LATITUDE E6500	2010	OBSOLETE

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): STACEY KING  
 Print Name

Conditions: \_\_\_\_\_ Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: FEBRUARY 5, 2015 Information Technology Technician Signature: *Stacey King*

Date: MARCH 1, 2015  
 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 \_\_\_\_\_

**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: JANUARY 21, 2015  
 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	58547	COMPUTER	JZBT1M1	LATITUDE E6500	2010	OBSOLETE
Y	58548	COMPUTER	C2DT1M1	LATITUDE E6500	2010	OBSOLETE
Y	58551	COMPUTER	DTCT1M1	LATITUDE E6500	2010	OBSOLETE
Y	58554	COMPUTER	DOCT1M1	LATITUDE E6500	2010	OBSOLETE
Y	58555	COMPUTER	DBCT1M1	LATITUDE E6500	2010	OBSOLETE
Y	58557	COMPUTER	D2FCT1M1	LATITUDE E6500	2010	OBSOLETE

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): STACEY KING  
 Print Name

Conditions:  Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: FEBRUARY 5, 2015 Information Technology Technician Signature: *Stacey King*

Date: MARCH 1, 2015  
 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 \_\_\_\_\_

**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: JANUARY 21, 2015  
 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	56481	COMPUTER	59HZFD1	OPTIPLEX 745	2007	OBSOLETE
Y	57315	PRINTER	7928LWC	T644	2008	OBSOLETE
Y	58258	COMPUTER	HHFX9K1	LATITUDE E6500	2009	OBSOLETE
Y	58473	COMPUTER	GH6B1L1	E6500	2009	OBSOLETE
Y	58516	COMPUTER	47H9WL1	LATITUDE E6500	2010	OBSOLETE
Y	58517	COMPUTER	67H9WL1	LATITUDE E6500	2010	OBSOLETE

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): STACEY KING  
 Print Name

Conditions:  Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: FEBRUARY 5, 2015 Information Technology Technician Signature: *Stacey King*

Date: MARCH 1, 2015  
 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

**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: JANUARY 21, 2015  
 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	56402	COMPUTER	1751GD1	OPTIPLEX GX745	2007	OBSOLETE
Y	56403	COMPUTER	C651GD1	OPTIPLEX GX745	2007	OBSOLETE
Y	56473	COMPUTER	2BHZFD1	OPTIPLEX 745	2007	OBSOLETE
Y	56477	COMPUTER	BBHZFD1	OPTIPLEX 745	2007	OBSOLETE
Y	56478	COMPUTER	9CHZFD1	OPTIPLEX 745	2007	OBSOLETE
Y	56479	COMPUTER	39HZFD1	OPTIPLEX 745	2007	OBSOLETE

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): STACEY KING  
 Print Name

Conditions:  Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: FEBRUARY 5, 2015 Information Technology Technician Signature: *Stacey King*

Date: MARCH 1, 2015  
 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 \_\_\_\_\_

**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: JANUARY 21, 2015  
 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	56066	COMPUTER	3FM04D1	LATITUDE D520	2007	OBSOLETE
Y	56071	COMPUTER	5VNS4D1	LATITUDE D520	2007	OBSOLETE
Y	56072	COMPUTER	8VNS4D1	LATITUDE D520	2007	OBSOLETE
Y	56074	COMPUTER	BVNS4D1	LATITUDE	2007	OBSOLETE
Y	56370	COMPUTER	DWVZLD1	OPTIPLEX GX745	2007	OBSOLETE
Y	56400	COMPUTER	F651GD1	OPTIPLEX GX745	2007	OBSOLETE

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): STACEY KING  
 Print Name

Conditions:  Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: FEBRUARY 5, 2015 Information Technology Technician Signature: *Stacey King*

Date: MARCH 1, 2015  
 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 \_\_\_\_\_

**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: JANUARY 21, 2015  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: (850) 595-4228

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

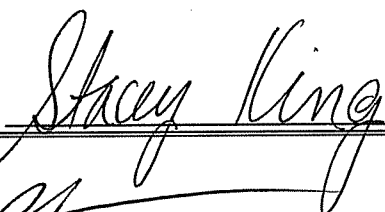
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56039	COMPUTER	745MBD1	LATITUDE D520	2007	OBSOLETE
Y	56041	COMPUTER	C45MBD1	LATITUDE D520	2007	OBSOLETE
Y	56043	COMPUTER	B45MBD1	LATITUDE D520	2007	OBSOLETE
Y	56047	COMPUTER	655MBD1	LATITUDE D520	2007	OBSOLETE
Y	56052	COMPUTER	GVNS4D1	LATITUDE D520	2007	OBSOLETE
Y	56053	COMPUTER	2WNS4D1	LATITUDE D520	2007	OBSOLETE


Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): STACEY KING  
 Print Name

Conditions:  Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: FEBRUARY 5, 2015 Information Technology Technician Signature: 

Date: MARCH 1, 2015  
 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 \_\_\_\_\_



**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: JANUARY 21, 2015  
 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	55819	COMPUTER	BZS4KC1	LATITUDE D520	2007	OBSOLETE
Y	55867	COMPUTER	DD08QC1	OPTIPLEX GX520	2007	OBSOLETE
Y	55872	COMPUTER	2D08QC1	OPTIPLEX GX520	2007	OBSOLETE
Y	55935	COMPUTER	D0ZZMC1	OPTIPLEX GX745	2007	OBSOLETE
Y	55994	COMPUTER	8J4H2D1	OPTIPLEX GX745	2007	OBSOLETE
Y	56038	COMPUTER	5V4MBD1	LATITUDE D520	2007	OBSOLETE

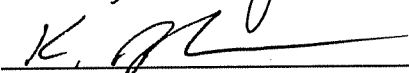
Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): STACEY KING  
 Print Name

Conditions:  Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: FEBRUARY 5, 2015 Information Technology Technician Signature: 

Date: MARCH 1, 2015  
 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

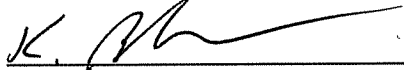
Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt \_\_\_\_\_ Date \_\_\_\_\_

**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: JANUARY 21, 2015  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: (850) 595-4228

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

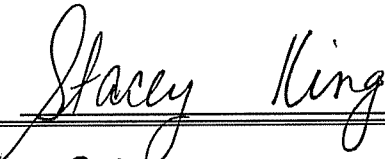
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54663	COMPUTER	1KWBW81	GX 520	2005	OBSOLETE
Y	54666	COMPUTER	86Y6W81	D510	2005	OBSOLETE
Y	54888	COMPUTER	9VMXQ91	OPTIPLX GX520	2006	OBSOLETE
Y	55689	COMPUTER	5G79GC1	LATITUDE D520	2007	OBSOLETE
Y	55690	COMPUTER	3G79GC1	LATITUDE D520	2007	OBSOLETE
Y	55692	COMPUTER	HF79GC1	LATITUDE D520	2007	OBSOLETE

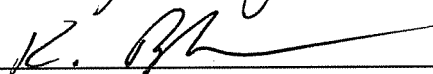
Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): STACEY KING  
 Print Name

Conditions: \_\_\_\_\_ Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: FEBRUARY 5, 2015 Information Technology Technician Signature: 

Date: MARCH 1, 2015  
 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

**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: JANUARY 21, 2015  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: (850) 595-4228

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

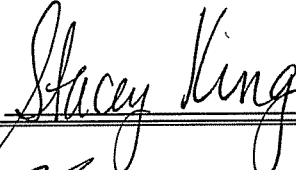
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54851	COMPUTER	6JK3R91	POWEREDGE 2850	2006	OBSOLETE
Y	55259	COMPUTER	2DZFMB1	POWEREDGE SERVER 850	2006	OBSOLETE
Y	56054	COMPUTER	1Q44BD1	POWEREDGE 2970	2007	OBSOLETE
Y	57411	COMPUTER	MY7A04C07B	Z3100ps	2008	OBSOLETE

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): STACEY KING  
 Print Name

Conditions:  Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: FEBRUARY 5, 2015 Information Technology Technician Signature: 

Date: MARCH 1, 2015  
 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



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

AI-7730

County Administrator's Report 11. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 03/05/2015

Issue: Request for Disposition of Property

From: John J. Lanza, MD, PhD, MPH, FAAP, Director

Organization: Florida Dept. of Health in Esc. Co.

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the State of Florida Department of Health, Escambia County Health Department - John J. Lanza, MD, PhD, MPH, FAAP, Director

That the Board approve the Request for Disposition of Property Form for the State of Florida Department of Health, Escambia County Health Department, and authorize the disposition of all the assets described in the listing provided. All of the assets listed are County assets held and utilized by the State of Florida Department of Health, Escambia County Health Department and have been found of no further usefulness to the County; thus it is requested that the items be auctioned as surplus or properly disposed.

**BACKGROUND:**

Florida Statutes requires the Board of County Commissioners to declare surplus all assets listed on the County's fixed asset inventory that will be disposed. 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:**

Items have minimal residual value. Recommend that items be picked up for recycling.

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**Attachments**

DOH Request for Disposition

Request for Disposition of Property List, March 2015, Updated Feb. 26

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**REQUEST FOR DISPOSITION OF PROPERTY  
 ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Escambia County Health Department COST CENTER NO: 360301

Linda Moyer DATE: February 18, 2015

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Linda Moyer Phone No: 850-595-6500 ext 1010

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

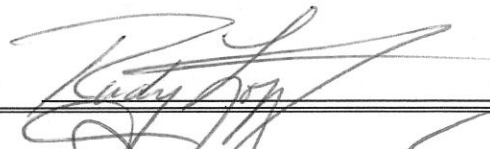
TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
		see attached list				

Disposal Comments: Equipment is obsolete or damaged and is no longer fit for use.

INFORMATION TECHNOLOGY (IT Technician): Rudy Lopez  
 Print Name

Conditions:  Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 2/18/2015 Information Technology Technician Signature: 

Date: 2/18/2015  
 FROM: Escambia County Department Director (Signature): \_\_\_\_\_

Director (Print Name): John J. Lanza, MD, Phd, MPH, FAAP, Director

**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 \_\_\_\_\_

ESCAMBIA COUNTY HEALTH DEPT  
 REQUEST FOR DISPOSITION OF PROPERTY  
 MARCH 5, 2015

Asset ID	Description	Acqdate	Description	Model	Serial No	Condition
016011	SPACEFINDER UNIT	7/8/1976	144282508 MEDICAL RECORDS	510105-3052305	N/A	poor
027442	DENTAL UNIT	11/3/1982	#001811 CY	ESCORT II	C75718	poor
027443	CHAIR DENTAL	11/3/1982	#001810 CY		C34627	poor
038080	PROJECTOR	-	#000485 NS	2000AG	3M 78-8014-6796-6	poor
046135	SATELLITE SYSTEM	11/13/1997	#005383 CY	100C+	VF592766443001	poor
048393	PUMP VACUUM DUAL	1/27/1991	#005961 FF	VPL4DD2R TECH WEST	VPL2-3959/3960	poor
049938	HANDY CAM SONY	5/30/2001	#007029 SCHOOL HEALTH	DCR-TRV20	S010305839E	poor
049955	MAILING MACHINE	5/30/2001	#007032 EH			poor
049959	SHELVING MOBILE	6/23/2001	#007034 MEDICAL RECORDS	N/A	N/A	poor
050172	PROJECTOR INFOCUS	6/5/2001	#006330/006111	LITEPRO 340	7GW12100555	poor
050248	COMPUTER LAPTOP	6/22/2001	#006383 EH	PPO	2X6BN01	poor
050257	COMPUTER LAPTOP	6/22/2001	#006376 EH	C800	HN6BN01	poor
051327	COMPUTER	9/30/2002	#006636	GX240TN	HS3RT11	poor
051335	COMPUTER	9/30/2002	#006640	GX240TN	CK4RT11	poor
051386	LAPTOP COMPUTER	9/30/2002	#006421	LATITUDE C800	526ZW01	poor
051387	LAPTOP	9/30/2002	#006420 EH	LATITUDE C800	D16Z0W1	poor
051408	HP COLOR PRINTER	8/30/2002	#006573 FF	4600	JPAKBO4442	poor
051413	PROJECTOR	9/30/2002	#006528 FF	LT150Z	244400001NC	poor
051641	DIGITAL DUPLICATOR	12/31/2002	#007095 SCHOOL HEALTH	SAVIN 3150EDNP	C3932105D59	poor
051750	ADJUSTABLE FILING SHELF	2/6/2003	#007099	N/A	N/A	poor
051818	LAPTOP	3/17/2003	#006796 FF	DELL LATITUDE C400	DQ5WK21	poor
052111	AUDIOMETER	6/10/2003	#007116 CLINIC			poor
052351	INFLATABLE SHELTER	8/18/2003	#007123			poor
052607	SERVER	9/11/2002	#006596 EH	DELL POWEREDGE 4600	JM2PT11	poor
052712	COPY MACHINE	10/30/2003	#007164	SAVIN	26405828	poor
052816	COMPUTER LAPTOP	1/28/2004	#006991 FF	INSPIRON 5150	9PB7641	poor
052991	PROJECTOR (INFOCUS)	4/23/2004	#008046 SCHOOL HEALTH	LP70	1SACAN41100105	poor
053171	COMPUTER LAPTOP	6/15/2004	#008075 FF	INSPIRON 5150	9YZW051	poor
053178	AED	6/29/2004	#007177 FF	970302E	016456	poor
053179	AED	6/29/2004	#007178 FF	970302E	016202	poor
053187	LAPTOP	7/1/2004	#006420 FF	LATITUDE C800	D16Z0W1	poor
056081	OPTIPLEX 745 COMPUTER	4/27/2007	#008688 FF	OPTIPLEX 745	7GD0RC1	poor
056116	OPTIPLEX 745 COMPUTER	5/31/2007	#009014 FF	OPTIPLEX 745	245BZC1	poor
056216	OPTIPLEX 745 COMPUTER	4/27/2007	#008692 IT - FF	OPTIPLEX 745	7FD0RC1	poor
056259	GX620 COMPUTER	10/1/2006	#008626	GX620	3T9QZ81	poor
056264	GX620 COMPUTER	10/1/2006	#008579	GX620	518QZ81	poor
056300	GX620 COMPUTER	10/1/2006	#008634	GX620	76DNZ81	poor
056301	GX620 COMPUTER	10/1/2006	#008640	GX620	J7DNZ81	poor
056302	GX620 COMPUTER	10/1/2006	#008638	GX620	C7DNZ81	poor
056321	GX620 COMPUTER	6/1/2006	#008770 FF	GX620	JMB1V91	poor
056350	LAPTOP	3/20/2007	#008656 EH	M1210	73CZGC1	poor
056352	LAPTOP	4/10/2007	#008677 EH	M1210	HDZ4SC1	poor
056366	OPTIPLEX 745 COMPUTER	5/31/2007	#009074 FF	OPTIPLEX 745	555BZC1	poor
057906	MODULAR FURNITURE	10/1/2007	#010037 NS/WIC		PR1724989	poor
057907	NORLAKE FREEZER	1/30/2008	#010046	NSPF241WWW/0	07071737	poor
058462	BRAVIA LCD TV MONITOR	5/26/2009	#010402 NS	BRAVIA 46	8114921	missing after flood
NONE	SHELVING UNIT	-	#001798 EH STORAGE			poor
NONE	DENTAL CHAIR	-	#003664 EH STORAGE	ADEC	26446	poor



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

AI-7682

County Administrator's Report 11. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 03/05/2015

Issue: Request for Disposition of Property

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the Community & Environment Department - Keith T. 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 item has been found to be of no further usefulness to the County; thus, it is requested that it be properly disposed.

**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 properly disposed. The Water Quality Division has identified an opportunity to trade in this obsolete pH/conductivity meter for a substantial credit of 30% against the purchase of a new unit. The savings will be approximately \$770.

**BUDGETARY IMPACT:**

Trade-in of old unit will result in substantial savings on the purchase of new equipment.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

No legal impact.

**PERSONNEL:**

No additional personnel impact.

**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 will make every effort to maximize the return on said property to the County in accordance with BCC Policies and Procedures Section II, Part B.1, and Part A.4.

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**Attachments**

CED\_Disposition\_3-15

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**REQUEST FOR DISPOSITION OF PROPERTY  
 ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Community & Environment COST CENTER NO: 212401

Susan R. Holt DATE: February 2, 2015  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): \_\_\_\_\_ 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	55085	Accumet ph/conductivity Meter	AR93316752	AR20	2005	Fair

Disposal Comments: Equipment will be traded in for credit on a new ph/conductivity meter.

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: February 2, 2015  
 FROM: Escambia County Department Director (Signature): 

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



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

**AI-7728**

**County Administrator's Report 11. 4.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 03/05/2015

**Issue:** Amendment to BP Promotional Fund Grant Agreement for the Naturally EscaRosa Trail Project

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning an Amendment to the BP Promotional Fund Grant Agreement for the Naturally EscaRosa Trail Project - Keith T. Wilkins, Community & Environment Department Director

That the Board take the following action concerning an Amendment to the BP Promotional Fund Grant Agreement for the Naturally EscaRosa Trail Project:

A. Approve the Amendment extending the expiration date to December 31, 2015;

B. Authorize the Chairman to sign the Amendment; and

C. Authorize the County Administrator, or his designee, to sign any documents relating to the Amendment.

**BACKGROUND:**

On October 17, 2013, the Board approved the BP Promotional Fund Grant Agreement for the Naturally EscaRosa Trail Project with an expiration date of December 31, 2014. The extended expiration date to December 31, 2015, will allow Escambia County to continue to promote tourism and the seafood industries in the areas along the Gulf Coast impacted by the Deepwater Horizon Incident. The remaining Grant funds will be used to further develop the original "Naturally EscaRosa" Trail Project by expanding and updating the Naturally EscaRosa website and brochure; printing and distributing brochures; designing promotional banners and billboards; developing a smart phone "app" to put the map and contact information at the fingertips of visitors; and attend meetings related to the Naturally EscaRosa Trail Project.

**BUDGETARY IMPACT:**

There is no budgetary commitment on behalf of the County. Department staff will continue to coordinate with the Office of Management and Budget on expenditures relating to the Grant.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Amendment has been reviewed by Kristin Hual of the County Attorney's Office and approved as to form and legal sufficiency.

**PERSONNEL:**

No impact to personnel in terms of monetary commitment from the County.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board Policy Section II.A.6. requires approval of grants.

**IMPLEMENTATION/COORDINATION:**

The UF/IFAS Extension Escambia County Office will forward the Amendment to the Claims Administrator of the Deepwater Horizon Claims Center. UF/IFAS Extension will be responsible for coordinating efforts to implement the terms of the Amendment.

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**Attachments**

amendment to BP promotional grant fund agreement

10.17.13 resume

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## **AMENDMENT TO PROMOTIONAL FUND GRANT AGREEMENT**

**THIS AMENDMENT** is made and entered into this day \_\_\_ of \_\_\_\_\_, 2015, by and between Escambia County Board of County Commissioners ("Grantee") and Patrick Juneau, as Trustee of the Settlement Trust, as Claims Administrator of the Court Supervised Settlement Program, and as Lead Class Counsel solely for the purposes of taking cognizance and approving the terms of the Economic and Property Damages Settlement Agreement for the purpose of settling all Released Claims against Released Parties, including BP Exploration and Production, Inc. ("Trustee").

### **WITNESSETH:**

**WHEREAS**, on or about October 17, 2013, the Grantee entered into a Promotional Fund Grant Agreement with Trustee to obtain funds for promotional services subject to the terms and conditions provided therein; and

**WHEREAS**, the Parties have agreed to extend the term of the Agreement as provided herein; and

**WHEREAS**, as a result of said extension, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That Paragraph 3.1 of the Agreement is amended to reflect that the term of the Agreement is extended for an additional one year period to expire on December 31, 2015.
3. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
4. That the effective date of this Amendment shall be on the date last executed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

**ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Steven Barry, Chairman

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

(Seal)

**Settlement Trust/ Claims  
Administrator/Lead Counsel:**

By: \_\_\_\_\_  
Patrick Juneau

Title: Trustee/ Claims Administrator/Lead Counsel

Date: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 2/12/15

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-44. Approval of Various Consent Agenda Items 

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried 4-0, with Commissioner Valentino absent, approving Consent Agenda Items 1 through 44, as follows, with the exception of Item 6, which was held for a separate vote, as amended to drop Items 39 and 40:

1. Adopting the Resolution (*R2013-121*) approving Supplemental Budget Amendment #004, Other Grants and Projects Fund (110), in the amount of \$192,974, to recognize proceeds from various Law Enforcement Grants and to appropriate these funds for jail mental health, violent crime with firearms initiative, and increased Law Enforcement (overtime) with the Escambia County Sheriff's Department.
2. Approving Budget Amendment Request #006, Property Appraiser, General Fund (001), in the amount of \$3,897, to cover a Florida Department of Revenue amendment for an increase to the Property Appraiser's Budget for Fiscal Year 2013-2014.
3. Adopting the Resolution (*R2013-122*) approving Supplemental Budget Amendment #7, Other Grants and Projects Fund (110), in the amount of \$1,177, to recognize additional Grant funds for the Supplemental Nutrition Assistance Program, and to appropriate these funds to assist with employment and training services for individuals receiving food stamps associated with this Program.
4. Adopting the Resolution (*R2013-123*) approving Supplemental Budget Amendment #008, Other Grants and Projects Fund (110), in the amount of \$8,228, to recognize proceeds from a State of Florida, Division of Emergency Management Hazardous Materials Planning and Prevention Program Grant, and to appropriate these funds for updating the Hazardous Materials Facility Analysis Data.
5. Adopting the Resolution (*R2013-124*) approving Supplemental Budget Amendment #010, Internal Service Fund (501), in the amount of \$5,978,000, to recognize additional revenues to be added to the Internal Service Fund for Library and Jail employees for budgeted life and health care, and to appropriate these funds for County Blue Cross and Blue Shield and Delta Dental Insurance premiums for Fiscal Year 2013-2014.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-44. Approval of Various Consent Agenda Items – Continued

33. Taking the following action concerning the *BP Promotional Fund Grant Agreement* (Cost Center and Fund Account to be established by the Office of Management and Budget); there is no budgetary commitment on behalf of the County; the Grant amount awarded is \$171,150, for the period September 2, 2013, through December 31, 2014; of the Grant award, \$136,920 will be paid after signing and processing of the Agreement, and \$34,230 upon receipt and approval of the final report and submission of all of the deliverables; department staff will coordinate with the Office of Management and Budget to establish a Cost Center and Fund Account relating to the Grant):
- A. Accepting the BP Promotional Fund Grant Award, in the amount of \$171,150, and the Gulf Tourism and Seafood Promotion Fund Announcement and Application Narrative detailing the utilization of Grant funds, for the period September 2, 2013, to December 31, 2014, for the Naturally EscaRosa Trail Project;
  - B. Approving to enter into the *BP Promotional Fund Grant Agreement* with Patrick Juneau, as Trustee and Claims Administrator of the Court Supervised Settlement Program, relating to the Gulf Tourism and Seafood Promotional Fund for the purpose of the University of Florida IFAS (Institute of Food and Agricultural Sciences) Extension to expand the promotion of the Naturally EscaRosa Trail;
  - C. Authorizing the Chairman to sign the *BP Promotional Fund Grant Agreement*; and
  - D. Authorizing the Interim County Administrator, or his designee, to sign any documents relating to the implementation of the BP Promotional Fund Grant.





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

**AI-7660**

**County Administrator's Report 11. 5.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 03/05/2015

**Issue:** Interlocal Agreement Between the City of Pensacola and Escambia County

**From:** Pat Johnson, Department Director

**Organization:** Solid Waste

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning an Interlocal Agreement between the City of Pensacola and Escambia County, Florida, for Exchange of Solid Waste Services - Pat T. Johnson, Solid Waste Management Department Director

That the Board approve an Interlocal Agreement between the City of Pensacola and Escambia County, Florida, for Exchange of Solid Waste Services, to provide for a cooperative venture between the City and County that allows the City to provide, on an annual basis, up to 10 neighborhood cleanup collection services in the County neighborhoods at no cost to the County, in exchange for the County providing disposal of City yard trash at no cost to the City.

**BACKGROUND:**

Yard waste is a significant resource for landfill operations. Volumes of this material have been in decline due to less expensive alternatives (i.e. private landclearing debris disposal facilities) for the public and private sector. When sufficient volumes are available, DSWM processes this raw material into topsoil and mulch. These two valuable resources are used to establish vegetation on slopes and provide cover for refuse vehicle off-loading areas. Availability of the yard waste results in substantial savings to the County due to a significant reduction in the need to purchase topsoil and cover from alternative resources. The value of this material coupled with the savings realized from not having to purchase this material, adequately covers the costs associated with recycling it for beneficial reuse in landfill operations. Moreover, Environmental Code Enforcement costs to perform neighborhood cleanups will be decreased approximately \$33,000/year and DSWM costs for maintaining side slopes will be decreased approximately \$53,000/year.

In addition to providing top soil and cover material, the utilization of this material in landfill operations will also provide the following Indirect Benefits:

- Increase the County's recycling rate 2% toward meeting State of Florida recycling goal

- Extend site life of existing soil borrow sites
- Improve existing storm water quality by enhancing soil stabilization
- Enhance landfill gas quality from increased organic material in waste mass
- Extend useful life of landfill through airspace savings

**BUDGETARY IMPACT:**

This Agreement provides for a cooperative venture between the City and County that allows the City to provide Neighborhood Cleanup collection services in the County neighborhoods at no cost to the County in exchanges for the County providing disposal of City yard trash at no cost to the City.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual of the County Attorney's Office has approved the Agreement as to form and legal sufficiency, and has hereto affixed her signature.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The City and County are authorized by Florida Statutes §163.01 et. seq. to enter into interlocal agreements and thereby cooperatively utilize their powers and resources to provide solid waste services.

**IMPLEMENTATION/COORDINATION:**

Each cleanup shall be coordinated between agencies and scheduled on mutually agreeable dates.

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**Attachments**

Interlocal Agreement 03052015

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**INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND ESCAMBIA COUNTY, FLORIDA FOR EXCHANGE OF SOLID WASTE SERVICES.**

**THIS AGREEMENT** made and entered into on this \_\_\_ day of \_\_\_\_\_ 2015, by and between the City of Pensacola, Florida, a municipal corporation organized under the laws of the State of Florida (hereinafter referred to as "City") with the address of 222 West Main Street, Pensacola, Florida 32502 and Escambia County, Florida, a political subdivision of the State of Florida with administrative offices located at 221 South Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County").

**WITNESSETH:**

**WHEREAS**, both the City and County have legal authority to perform general government services within their respective jurisdictions; and

**WHEREAS**, the City and County are authorized by Florida Statutes §163.01 et. seq. to enter into interlocal agreements and thereby cooperatively utilize their powers and resources to provide solid waste services; and

**WHEREAS**, the City and County desire to exchange solid waste services in order to reduce their respective costs and provide essential services in the most cost effective manner possible.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN AND OF THE MUTUAL BENEFITS AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE CITY AND COUNTY AGREE AS FOLLOWS:**

**ARTICLE 1**  
**Purpose**

1.1 **Recitals.** The recitals contained in the Preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 **Purpose.** This Agreement provides for a cooperative venture between the City and County that allows the City to provide neighborhood cleanup collection services in County neighborhoods for no cost to the County in exchange for the County providing disposal of City yard trash for no cost to the City.

**ARTICLE 2**  
**NEIGHBORHOOD CLEANUPS and YARD TRASH DISPOSAL**

2.1 The parties agree the City shall provide collection service for up to ten (10) County neighborhood cleanups annually, provided that each cleanup is coordinated between agencies and scheduled on mutually agreeable dates. Generally these

cleanups will be scheduled on Wednesdays during the months of January through October. The County cleanup area shall not exceed 600 homes for each cleanup. Waste collected by the City during the cleanup shall include yard trash and bulky waste but shall exclude hazardous waste or waste generated as a result of a natural disaster. The County neighborhood cleanup waste collected by the City shall be disposed of by the City at the County Perdido Landfill, at no cost to the City.

2.2 The parties agree, in exchange for the neighborhood cleanup services provided by the City as described in section 2.1, the City may dispose of all yard trash generated within the City limits and collected by the City as part of the City's sanitation collection service at the County Perdido Landfill at no cost to the City. All yard trash delivered to the County Perdido Landfill under this agreement may not contain any non-conforming materials or excluded waste, including, but not limited to, construction and demolition debris, hazardous materials, wastes or substances, toxic substances, wastes or pollutants, contaminants, infectious waste, flammable substances, explosives, medical waste, radioactive waste, sewage, or other special waste that requires special handling or disposal procedures or has the possibility of adversely affecting the facility. County has the right, in its sole discretion, to refuse, or to reject at any time, any non-conforming materials or excluded waste delivered to the County Perdido Landfill.

2.3 This Agreement shall bind the parties upon execution of the Agreement and shall continue for five (5) years, from the date of this Agreement and will automatically renew for additional, successive twelve (12) month periods until terminated by either party.

### **ARTICLE 3** **GENERAL PROVISIONS**

3.1 **Liability and Insurance.** Subject to any claim of sovereign immunity provided by Florida Statutes 768.28, each party to this agreement shall be fully liable for the acts and omissions of its respective employees and agents acting within the course of normal duties in the performance of this Agreement. Each party shall insure its own interests either through appropriate insurance policies or through a self-insurance program. This provision shall not be construed to prevent any claim or action which either party may have against the other.

3.2 **Termination.** The Agreement may be terminated by either party for cause, or for convenience, upon sixty (60) days written notice by the terminating party to the other party of such termination.

3.3 **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 provisions 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.

3.4 **Assignment.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.5 **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

3.6 **Severability.** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion shall be deemed severed from this Agreement and the balance shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

3.7 **Further Documents.** The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provision of this Agreement.

3.8 **No Waiver.** The failure of either party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

3.9 **Notices:** All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

**To the County**

Jack R. Brown  
County Administrator  
Escambia County  
221 South Palafox Place  
Pensacola, Florida 32502

**To the City**

Ashton J. Hayward, III  
Mayor  
City of Pensacola  
222 West Main Street  
Pensacola, Florida 32502

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

**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: K. H. [Signature]  
Date: 1/23/13

**COUNTY:**  
**ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: \_\_\_\_\_  
Steven Barry, Chairman

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

Date: \_\_\_\_\_

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

**CITY:**  
**The City of Pensacola**, a Florida Municipal Corporation, acting by and through its duly authorized City Council.

By: [Signature]  
Ashton J. Hayward, III, Mayor, or designee,  
Richard Barker, Jr., Interim City Administrator  
and Chief Financial Officer

**ATTEST:**

Date: \_\_\_\_\_

By: Erica L. Burnett  
City Clerk



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

**AI-7772**

**County Administrator's Report 11. 6.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 03/05/2015

**Issue:** Resolution Expressing Support for Bay Area Resource Council (BARC)  
- Designation as the Entity for the Pensacola Bay and Perdido Bay  
Estuary Programs

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning a Resolution Expressing Support for and Requesting that the Bay Area Resource Council (BARC) Be Designated as the Entity for the Pensacola Bay and Perdido Bay Estuary Programs - Keith T. Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Resolution expressing support for and requesting that the Bay Area Resource Council (BARC) be designated as the entity for the Pensacola Bay and Perdido Bay estuary programs:

A. Adopt the Resolution expressing support for and requesting that the Bay Area Resource Council (BARC) be designated as the entity for the Pensacola Bay and Perdido Bay estuary programs which will manage comprehensive plans for the restoration and protection of Pensacola Bay and Perdido Bay; and

B. Authorize the Chairman to sign the Resolution.

**BACKGROUND:**

Pensacola Bay and Perdido Bay and their associated waterways provide boating, fishing, hunting and other outdoor recreational and economic opportunities for citizens and visitors of Florida. Mismanagement of Pensacola Bay and Perdido Bay may exacerbate flooding and property loss, negatively impact water quality and estuarine habitat, negatively affect the local economy, and threaten the health, safety and welfare of Florida's citizens and visitors.

The U.S. Environmental Protection Agency (USEPA) is seeking funding to "stand up" and establish Estuary Programs in Perdido Bay, Pensacola Bay, and other bays in Northwest Florida in order to coordinate management and improvement of the waterbodies. The Bay Area Resource Council (BARC) is an intergovernmental organization established in 1987 with elected officials from five local governments

(Escambia County, Santa Rosa County, City of Pensacola, City of Gulf Breeze, and City of Milton). The BARC has the purpose of improving Pensacola Bay and Perdido Bay through community coordination and participation from stakeholders including federal, state and local governments, citizens, academia, and the private sector. The Bay Area Resource Council (BARC) has the organizational structure, history and experience with local issues pertaining to Pensacola Bay and Perdido Bay to be the entity for the Pensacola Bay and Perdido Bay Estuary Programs.

**BUDGETARY IMPACT:**

There is no budgetary impact associated with approval of the Resolution.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Resolution was reviewed by Meredith Crawford of the County Attorney's Office.

**PERSONNEL:**

There is no impact to personnel associated with the Resolution.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation follows Board Policy 1.A.6., requiring the Chairman to sign resolutions.

**IMPLEMENTATION/COORDINATION:**

The Clerk shall forward a copy of this Resolution to Secretary Jonathan P. Steverson of the Florida Department of Environmental Protection in Tallahassee; Director Shawn Hamilton of the Florida Department of Environmental Protection Northwest District in Pensacola; Executive Director Brett Cyphers of the Northwest Florida Water Management District in Havana; Gulf Coast Ecosystem Restoration Council Chair and Secretary of the Department of Commerce Penny Pritzker in Washington, DC; Gulf Coast Ecosystem Restoration Council Executive Director Justin R. Ehrenwerth in Washington, DC; USEPA Secretary Gina McCarthy in Washington, DC; USEPA Assistant Administrator for the Office of Water Ken Kopocis in Washington, DC; and Executive Director Terry Joseph of the West Florida Regional Planning Council in Pensacola, FL.

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**Attachments**

Res-BARC-EstuaryPrograms

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**RESOLUTION NUMBER R2015- \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS EXPRESSING SUPPORT FOR AND REQUESTING THAT THE BAY AREA RESOURCE COUNCIL (BARC) BE DESIGNATED AS THE ENTITY FOR THE PENSACOLA BAY AND PERDIDO BAY ESTUARY PROGRAMS WHICH WILL MANAGE COMPREHENSIVE PLANS FOR THE RESTORATION AND PROTECTION OF PENSACOLA BAY AND PERDIDO BAY; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Pensacola Bay and Perdido Bay and their associated waterways provide boating, fishing, hunting and other outdoor recreational and economic opportunities for citizens and visitors of Florida; and

**WHEREAS**, mismanagement of Pensacola Bay and Perdido Bay may exacerbate flooding and property loss, negatively impact water quality and estuarine habitat, negatively affect the local economy, and threaten the health, safety and welfare of Florida's citizens and visitors; and

**WHEREAS**, the U.S. Environmental Protection Agency (USEPA) is seeking funding to "stand up" and establish Estuary Programs in Perdido Bay, Pensacola Bay, and other bays in Northwest Florida in order to coordinate management and improvement of the waterbodies; and

**WHEREAS**, the Bay Area Resource Council (BARC) is an intergovernmental organization established in 1987 with elected officials from five local governments (Escambia County, Santa Rosa County, City of Pensacola, City of Gulf Breeze, and City of Milton); and

**WHEREAS**, the BARC has the purpose of improving Pensacola Bay and Perdido Bay through community coordination and participation from stakeholders including federal, state and local governments, citizens, academia, and the private sector; and

**WHEREAS**, the Bay Area Resource Council (BARC) has the organizational structure, history and experience with local issues pertaining to Pensacola Bay and Perdido Bay to be the entity for the Pensacola Bay and Perdido Bay Estuary Programs.

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

**Section 1.** That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

**Section 2.** That the Escambia County Board of County Commissioners hereby expresses its support for and requests that the Bay Area Resource Council (BARC) be designated as the Estuary Program organization to manage a comprehensive plan for the restoration and protection of Pensacola Bay and Perdido Bay.

**Section 3.** That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

**Section 4.** That the Clerk shall forward a copy of this Resolution to Secretary Jonathan P. Steverson of the Florida Department of Environmental Protection in Tallahassee; Director Shawn Hamilton of the Florida Department of Environmental Protection Northwest District in Pensacola; Executive Director Brett Cyphers of the Northwest Florida Water Management District in Havana; Gulf Coast Ecosystem Restoration Council Chair and Secretary of the Department of Commerce Penny Pritzker in Washington, DC; Gulf Coast Ecosystem Restoration Council Executive Director Justin R. Ehrenwerth in Washington, DC; USEPA Secretary Gina McCarthy in Washington, DC; USEPA Assistant Administrator for the Office of Water Ken Kopocis in Washington, DC; and Executive Director Terry Joseph of the West Florida Regional Planning Council in Pensacola.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Approved as to form and legal  
sufficiency.

By/Title: M. Crawford / asst county  
Date: 2/24/15 atly

\_\_\_\_\_  
Steven Barry, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

(SEAL)

BCC Approved \_\_\_\_\_



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

**AI-7761**

**County Administrator's Report 11. 7.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 03/05/2015

**Issue:** Scheduling of Appeal Hearing of a Decision by the Contractor Competency Board on February 4, 2015

**From:** Donald R. Mayo, Building Official/Department Director

**Organization:** Building Inspections

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Scheduling of an Appeal Hearing of a Decision by the Contractor Competency Board on February 4, 2015 - Donald R. Mayo, CBO, Building Official/Department Director

That the Board take the following action concerning the Petition for Review filed by Grant Wood:

A. Approve the scheduling of an Appeal Hearing for March 19, 2015, at 5:31 p.m., to review the Petition for Review of the Contractor Competency Board Decision (made at its February 4, 2015, meeting), as filed by Grant Wood, Respondent, in the Complaint No.: COM120800011 - Gene and Maureen Valentino and Grant Wood d/b/a Grantwood Contracting Company, Inc.; and

B. Authorize the Chairman to execute a Notice of Hearing on behalf of the Board to be served upon Mr. Grant Wood and opposing counsel, H. Wesley Reeder, Esq.

**BACKGROUND:**

The above reference case is a contractor complaint filed on August 1, 2012, against Grant Wood and Grantwood Contracting Company, Inc., who is contesting the allegations in the Complaint. Counsel for Mr. Wood filed a Motion to Stay in the complaint hearing pending the outcome of related pending civil matter. The Contractor Competency Board held a hearing on May 15, 2013 and granted a stay on May 15, 2013. The Contractor Competency Board held a hearing on April 2, 2014, at the request of counsel for the Complainants from January 2014 and February 2014, and voted to lift the stay. Respondent, Grant Wood, along with his counsel at that time, George R. "Erick" Mead, II, were present on April 2, 2014, along with Andrea C. Lyons, Esq. on behalf of H. Wesley Reeder, Attorney for Complainants. Respondent, Grant Wood dba Grantwood Contracting Company, Inc., filed a Motion to Determine Stay on or about January 29, 2015, which the Contractor Competency Board, at its duly advertised

meeting on February 4, 2015, voted to uphold the lifting of the stay granted on April 2, 2014.

Respondent, Grant Wood, is seeking an appeal of the Contractor Competency Board's decision on February 4, 2015 to uphold lifting the stay.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Recommendation was reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The recommendation is in compliance with the Sec. 18-59, Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Motion to Determine Stay\_re Complaint No.: COM120800011\_WOOD, GRANT\_CCB

---

ESCAMBIA COUNTY CONTRACTOR COMPETENCY BOARD

GENE & MAUREEN VALENTINO,

Complainants,

v.

Case No.: 07010-126432

GRANTWOOD CONTRACTING COMPANY,  
INC., a Florida corporation,

Respondent,

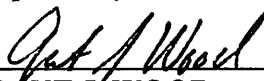
\_\_\_\_\_ /

**MOTION TO DETERMINE STAY**

The undersigned hereby requests, given the acknowledged lack of quorum during the pendency of this case, and because of controversies pertaining to whether the stay of the complaint in this matter pending civil action has properly been considered in accordance with due process and the requirements of a lawful quorum, that the Board at its February 4, 2015 meeting consider in advance of any other actions in this matter, the determination of the previously granted stay pending disposition of the civil action between the parties.

Dated this 29th day of January, 2015.

Respectfully submitted,



\_\_\_\_\_  
**GRANT J. WOOD**

Grantwood Contracting Company, Inc.

P.O. Box 34369

Pensacola, FL 32507

554-6343 – cell

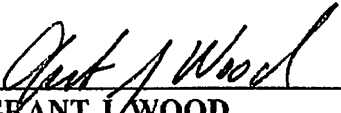
[grantwood@bellsouth.net](mailto:grantwood@bellsouth.net)

[loriwood1@bellsouth.net](mailto:loriwood1@bellsouth.net)

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email to H. Wesley Reeder, Emmanuel, Sheppard & Condon, 30 S. Spring Street, Pensacola, FL 32502, [hwr@esclaw.com](mailto:hwr@esclaw.com); [enr@esclaw.com](mailto:enr@esclaw.com); to Kerra Smith, Esquire, Escambia County Attorney's Office, 221 Palafox Place, Suite 4, Pensacola, Florida 32502, [Kasmith1@co.escambia.fl.us](mailto:Kasmith1@co.escambia.fl.us); and to Kathy Peterson, Administrative Supervisor, Building

Inspections Division, Escambia County Development Services Dept. , 3363 West Park Place,  
Pensacola, FL 32505, [KAPETERS@co.escambia.fl.us](mailto:KAPETERS@co.escambia.fl.us); on this \_\_\_ day of January, 2015.

  
\_\_\_\_\_  
GRANT J. WOOD



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

AI-7768

County Administrator's Report 11. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 03/05/2015

Issue: Property Assessed Clean Energy (PACE) Finance Providers

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Property Assessed Clean Energy (PACE) Finance Providers - Keith T. Wilkins, Director, Community & Environment Department

That the Board take the following action concerning Property Assessed Clean Energy (PACE) Finance Providers:

A. Approve entering into an Interlocal Agreement for Property Assessed Clean Energy financing with Florida Green Energy Works and the Florida PACE Funding Agency; and

B. Authorize staff to develop and return for Board approval, an Interlocal Agreement to be executed with each finance provider.

**BACKGROUND:**

In August 2014, the Board of County Commissioners directed staff to solicit and enter into agreements with all qualified Property Assessed Clean Energy (PACE) finance providers. Staff prepared a Qualifications Questionnaire and solicited to the four agencies providing such service in the State of Florida. Two agencies, Florida Green Energy Works and Florida PACE Funding Agency responded. Both agencies appear qualified to provide those finance services within Escambia County for commercial property only. The PACE Qualifications Score Sheet is attached.

**BUDGETARY IMPACT:**

There will be no budgetary impact resulting from the approval of this recommendation.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office has reviewed and approved of this action.

**PERSONNEL:**

Minor demands from the Tax Collector and Property Appraiser resources may be required from time to time. Both agency agreements provide for a means of each recouping their cost and expended resources.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This action will meet the policy of providing a safe and healthy environment and provide for development incentives.

**IMPLEMENTATION/COORDINATION:**

This recommendation has been coordinated with the Tax Collector, Property Appraiser and Legal Office. Implementation will be conducted by each of the approved agencies.

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**Attachments**

PACE QualificationsScoreSheet

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**Escambia County PACE Qualifications Questionnaire**

<b>Question</b>	<b>Florida Green Energy Works</b>	<b>Florida PACE Funding Agency</b>
<b>Entities</b>	EcoCity Partners, L3C, Erin Deady, PA, Demeter Power Group, Special District Services, Inc.	City of Kissimmee, Flagler Co., Leidos, CounterPointe Energy Solutions, PartnerRE, Wilmington Trust, Mark Lawson, PA, Ackerman LLP, Public Financial Management, First Southwest and SouthEast Investment Solutions
<b>Date</b>	March 2010, May 2010, June 2011, June 2012	2011, September 2013, June 2014,
<b>List</b>	See Number 1	See Number 1
<b>DUNS</b>	78502900	Liedos 833063154, none for Florida PACE Funding Agency
<b>Comm only</b>	Yes	Yes
<b>Prog start up</b>	6-14 weeks	No detail provided
<b>Capitalization</b>	Open Market	Taxable Bond revenues
<b>Bond validation</b>	Commercial yes	Yes
<b>Compensation</b>	Closing 2.5%,	Closing 3%
<b>Pass throughs</b>	direct fee	direct fee
<b>Ongoing costs</b>	Admin: 1% of collected amount ; Property Appraiser \$150/yr + .75/parcel; Tax Collector 1-2% of collections	Annual admin 1%; Property Appraiser and Tax Collector Uniform Method up to 2%; contractor fee \$50 one time; Participation Fee 3% of amount financed
<b>Loan Repayment</b>	\$5,000 @ 5yrs = \$7,114; \$10,000 @5yrs = \$13,482 \$10,000 @ 10yrs \$15,432; \$100,000 @ 10 yrs = \$146,636; \$1,000,000 @ 20 yrs= no response	\$5,000 @ 5 yrs = No Response; \$10,000 @ 5 yrs=\$14,568; \$10,000 @ 10 yrs=\$17,063; \$100,000 @ 10 yrs = \$151,684; \$1,000,000 @ 20 yrs = \$2,037,865
<b>Rate determination</b>	Competative open market	Fixed rate 5.75%-7.50%
<b>Finance options</b>	selection choice	5-25 years limited to the useful life of the upgrade; 5.75%-7.50%; nego above \$1,000,000
<b># of projects</b>	1 closed; 1 secured; 104 in process	None, 49 in process
<b>Current clients</b>	Lantana, Mongolia Park, Delray Beach, Boynton Beach, West Palm Beach, Tequesta, lake Worth, Fellsmere, Sebastian, Gulfport, Stuart, Martin County	Clay, Flagler, Gadsen, Gulf, Jackson, Jefferson, Marion, Nassau, Pasco and Walton Counties; Kissimmee, Tamarac, Pompano Beach
<b>Litigation</b>	Yes, Bond validation	No
<b>Tax Collector</b>	Minor demand on TC; templates and protocols already developed by Palm Beach County	Minor demand on set up for templates and protocols
<b>Property Appraiser</b>	Minor demand on PA; framework and template agreements already developed with county PA	Minor demand on set up for templates and protocols
<b>County cost</b>	None	None
<b>Agreement review</b>	sent	sent
<b>TC and PA interface</b>	Special District Services	FPFA will work with TC and PA
<b>TC and PA agreements</b>	Palm Beach County Tax Collector and Property Appraiser	Flagler and Gadsden Counties
<b>County financial part.</b>	not required, sought or necessary	Not required sought or necessary
<b>Co. liability protection</b>	separate legal entity shelter	Reference to an attachment
<b>County legal costs</b>	None	None
<b>Contractor qualifications</b>	All contractors are locally and state licensed, certified and locally preferre and BPR checked	Licensed and certified contractors, BBB rating of B or higher, liability insurance, performance bond for large projects;
<b>References</b>	Attached in Appendix M	Attached
<b>Customer feedback</b>	individual project account representative for support and inspection	Contractor evaluation form; arbitration process;
<b>Carbon offset credits</b>	Florida does not offer	Florida does not offer
<b>Performance reporting</b>	All data collected on installation, demographics, projected savings, GHG reductions will be reported to the County	All data collected throughtout project will be reported back to the county
<b>Collections</b>	Florida Green Finance Authority is the levy and collection entity. All strength of Florida Statutes will be utilized if necessary	Uniform Method of Collection
<b>Contractor disputes</b>	Resolved through remedies available within the contract between Florida Green Finance Agency	Tax Deed sales, collected as part of unpaid taxes. First 10 inspections by FGFA after that reliant on county building inspector.



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

AI-7738

County Administrator's Report 11. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/05/2015

Issue: Agreement with the City of Pensacola (d/b/a Pensacola Energy) and Escambia County for Interruptible Natural Gas Service

From: David Wheeler, Department Director

Organization: Facilities Management

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning the Agreement with the City of Pensacola for Interruptible Natural Gas Service - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the State of Florida County of Escambia Agreement with the City of Pensacola (d/b/a Pensacola Energy) and Escambia County for Interruptible Natural Gas Service:

A. Approve the Agreement with the City of Pensacola (d/b/a Pensacola Energy) and Escambia County for Interruptible Natural Gas Service for: 2935 North "L" Street, 1350 West Leonard Street, 357 South Baylen Street, and 201 South Palafox Street, establishing service, subject to the current City Rate Schedule GAF (Almost Firm Gas Transportation Service, Ordinance No. 28-11); and

B. Authorize the Chairman or Vice Chairman to execute all documents relating to the Agreement, as required.

[Funding: Fund 001, General Fund, Cost Center 310207, Object Code 54301]

**BACKGROUND:**

Pensacola Energy is offering this interruptible gas service rate contract for the Main Jail, Sheriff Administration Building, Sheriff Special Investigation/Evidence Storage Building, Old Sheriff's Garage, the M. C. Blanchard Judicial Building and Escambia County Government Complex. The rate is based on the County's volume of gas usage for these buildings, and is also based on the County's ability to utilize its propane-air backup systems. Pensacola Energy purchases long-term strips of gas at competitive pricing in order to cover the basic needs of their customers, while the balance of their gas is purchased on the daily market and is subject to some price volatility. This agreement allows the County, for a twelve month period, to lock in at a fixed rate of \$5.546 per MCF (thousand cubic feet). Without a contract in place, these accounts would be classified as

GC-1 (within city limits) or GC-2 (outside city limits). Current rates for these classifications are, \$16.87 per MCF, and \$18.03 per MCF respectively.

**BUDGETARY IMPACT:**

Funding is available in Fund 001, General Fund, Cost Center 310207, Object Code 54301.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Contract has been reviewed and approved as to form and legal sufficiency by Kristin D. Hual, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is consistent with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions; and Section 46-64, Board approval and threshold authority.

**IMPLEMENTATION/COORDINATION:**

Facilities Management Department will administer the contract. The contract involves coordination between Facilities Management and Pensacola Energy.

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**Attachments**

Interruptible Natural Gas Agreement

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**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**AGREEMENT WITH THE CITY OF PENSACOLA AND ESCAMBIA  
COUNTY FOR INTERRUPTIBLE NATURAL GAS SERVICE**

**THIS NATURAL GAS SERVICE AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between the **City of Pensacola**, a municipal corporation of the State of Florida, (d/b/a Pensacola Energy) with the business address of 222 W. Main Street, Pensacola, Florida 32521-0001 (hereinafter referred to as the "City") and **Escambia County**, a political subdivision of the State of Florida with the business address of 221 Palafox Place, Pensacola Florida 32502 and (hereinafter referred to as "Customer"). (At times all hereinafter referred to as "party" or collectively "parties")

**WITNESSETH:**

**WHEREAS**, the Customer requests the City of Pensacola deliver natural gas service to it on an interruptible basis at the Customer's premises located at address of 2935 North L Street, Pensacola Florida 32501; 1350 West Leonard Street, Pensacola Florida 32501; 357 South Baylen Street, Pensacola Florida 32502 and 201 South Palafox Street, Pensacola Florida 32502; and

**WHEREAS**, the City agrees to make such service available to the Customer; and

**WHEREAS**, the Customer agrees and contracts to accept and pay for such service subject to the current City Rate Schedule GAF (Almost Firm Service, Ordinance No. 28-11) hereunto, attached as Exhibit "A" hereto and incorporated by reference herein; and

**WHEREAS**, all gas rates and charges, including City Rate Schedule GAF, are approved by City Council and are subject to change should the City Council approve a new gas rate ordinance; and

**WHEREAS**, Customer agrees to be bound by the terms and conditions of any such amended rate schedule and charges that may be adopted from time to time by the City Council; and

**WHEREAS**, as a result, any such amendments or revisions to the City Rate Schedule GAF shall be deemed to be part and parcel of this Agreement; and

**WHEREAS**, given the above, the parties now find it is the best financial interests of the City of Pensacola that this Agreement be entered into as provided herein.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration the City and Customer agree to the following terms and conditions:

1. **Customer Classification GAF, Almost Firm Transportation Service User**  
**Customer Charge** - The Customer agrees to pay a two hundred dollar (\$200.00) fixed monthly charge to be provided gas service by the City. The fixed monthly charge will be subject to an annual adjustment each October 1<sup>st</sup> based on the current Consumer Price Index (CPI).
2. **Fuel Charge** - For all gas consumed each month, the fuel rate is at an index price of three dollars fifty-cents (\$3.50) per MMBTU of City's (Pensacola Energy) delivered natural gas plus 1.6% for compression (compression is a fee charged by ESP's supplier).
3. **Usage Charge** - For all gas consumed, the Customer agrees to pay one dollar ninety-nine cents (\$1.99) per MMBTU of the City's (Pensacola Energy) delivered natural gas. This rate will be subject to an annual adjustment each October 1<sup>st</sup> based on the current Consumer Price Index (CPI).
4. **Quantity of Gas** - As a "GAF Almost Firm Gas Transportation" Interruptible service classification user of the City's natural gas service, the Customer contracts and agrees to accept an average daily quantity of gas of one hundred sixty (160) Mcfs [Mcf = one thousand (1,000) cubic feet]. Should the Customer fail to consume a minimum of at least ninety (90%) of the contracted daily amount on an annualized basis; the Customer may be charged for that minimum amount of gas.
5. **Agreement to Interrupt** - The City in its sole discretion shall have the right to curtail or interrupt the supply of "Interruptible Gas" at any time for up to ten (10) days and the Customer agrees to interrupt or curtail the consumption of gas in the manner, at the time, and to the extent directed by the City. The City may elect to curtail or interrupt gas service when it determines, in its sole discretion, that the gas available from its sources cannot meet the demands of the City's customers. The Customer agrees that in no event shall an interruption or curtailment of service constitute a breach of this Agreement by the City. The Customer further agrees that the City shall not be liable in any manner to Customer or any person or entity for any interruption of the supply of gas, for the interference with the operations of

Customer, or loss of use resulting from such operations or interference as provided for herein or any other damages, losses, or delays of any type, kind, or amount.

6. **Meters and Measurements**

- a) Gas delivered will be measured through one or more meters installed and maintained on the Customer's property near the Customer's property line and at a location satisfactory to the City. It is assumed that the volume of all gas is delivered at a pressure of four (4) oz. above an assumed atmospheric pressure of fourteen and four tenths (14.4) lbs. per square inch and sixty degrees (60°) F. When the usage of the Customer requires, the City, at its option, may supply gas service at some other pressure.
- (b) Title to meters identified and described in "Exhibit B", attached hereto and incorporated by reference herein, regulators, or special instrumentation located on the premises discussed herein, whether or not purchased and/or installed by the City or purchased and/or installed by the Customer, shall vest in the City at the inception of this Agreement. The City will inspect this equipment periodically. If a meter covered by this Agreement is found to be inoperative or inaccurate, such equipment shall be adjusted by the City to register correctly, and the amount of error shall be determined by the most accurate method feasible as agreed upon by the parties. If the inaccuracy results in an error of more than two percent (2%) plus or minus in the measurement of gas, then the calculated deliveries of gas shall be adjusted to accuracy to compensate for such error. Such adjustment shall be made for such period of inaccuracy if the period of time that the meter was inaccurate is definitely determined. If the period of inaccuracy cannot be determined, such adjustment shall be made for the last half of the period between the times the metering equipment was adjusted to register correctly and the date of the last previous meter test. Upon the written request of the Customer, the City will inspect such meters at any reasonable time, provided that if such meters are found to register correctly, the cost of such inspection may be charged to the Customer. It is understood that such meter shall be deemed to register correctly if the error is less than two percent (2%), plus or minus. The Customer agrees to protect all pipes and meters from low temperature or other inclement weather when necessary, and further agrees

to hold harmless and indemnify the City against any and all costs and/or damages arising out of or caused by the theft and/or injury to pipes and/or meters and/or other property of the City while on said premises.

7. **Billing Errors** - If an error in the measurement of gas occurs and/or an error in billing occurs which creates an undercharge to the customer, the City may back bill the Customer for not more than twelve (12) months, and the Customer agrees to pay such undercharge. The City shall allow the Customer to pay for the unbilled service over a twelve-month period or some other mutually agreeable time period.
8. **Billing Disputes** - If the Customer disputes any portion of any statement from the City, then Customer, upon written notice to Pensacola Energy, shall have the right to withhold payment of the disputed portion of statement for a period not to exceed ten (10) business days. If the parties are unable to resolve the dispute, Customer shall pay the disputed portion of the statement into an interest bearing escrow account until the dispute is resolved. All account interest shall accrue to the City in the event the disputed amount is found to be due and owing to the City. Failure of the Customer to pay the undercharged amount as agreed upon herein, or the failure to pay the amount of the billed undercharge into the escrow account may result in termination of services and in addition the City may pursue any and all lawful collection activity to recover such undercharged amount.
9. **Gas Leakage** - Immediate notice must be given by the Customer to the City when any leakage of gas is discovered. No flame or lights shall be used in the proximity of such escaping gas, and the Customer shall immediately shut off the flow of gas on the downstream side of the meter.
10. **Point of Delivery - Liability** - The point of delivery of gas furnished hereunder shall be the outgoing side of the outlet union of the meter(s) installed and maintained by the City on the Customer's property for the purpose of measuring gas delivered to the Customer. The gas provided under this contract is delivered upon the express condition that when it passes the point of delivery it becomes the exclusive property of the Customer. The Customer agrees that the City shall not be and is not liable for loss, damage, and/or injury to any person or property whatsoever resulting directly or indirectly from the use or misuse or presence of gas on the Customer's premises after it passes the point of delivery, except where such loss, damage,

and/or injury shall be shown to have been occasioned by negligence of the City, its agent, servants, or employees.

11. **Legal Liability** - The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The County and City, as local governmental bodies of the State of Florida, agree to be fully responsible for their individual negligent acts or omissions or tortuous acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Agreement.
12. **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 provisions 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.
13. **Force Majeure** - The City's supply of gas is derived from sources over which the City has no control. In addition, force majeure circumstances may arise which may render the City unable to perform the services herein described. It is therefore understood and agreed by the parties hereto that in the event of a failure, curtailment, or interruption of such supply or in the event of shortage or interruption of gas due to an event of force majeure, such as an act of God, the elements, labor troubles, fires, accidents, breakage, necessary repairs, war, terrorist attack, natural emergency, or other causes of contingencies beyond the City's control, the City cannot and does not guarantee a constant supply of gas, and it shall not be held liable in damages, losses, or otherwise for any such interruption or curtailment of supply or services. Notwithstanding the foregoing, the terms contained in Paragraph 5 of this Agreement shall prevail in that the City in its sole discretion may curtail or interrupt the supply of interruptible gas, and, in no event, shall the City be



held liable for such interruption or curtailment of the supply of interruptible gas.

14. **Entry by City Agents** - The authorized agents of the City shall have the right, at all reasonable times, of access to the premises of the Customer for the purpose of inspecting the gas consuming and fuel equipment of the Customer and of examining and inspecting meters and/or for other necessary purposes. No person other than an authorized agent of the City shall be permitted to tamper with, inspect, or repair any meter or other property owned by the City. The Customer hereby authorizes and empowers the City pursuant to Paragraph 6(b) to remove its meter and other property covered by this Agreement immediately upon termination of this contract.

15. **Breach of Contract** – It shall be deemed to be a breach of this Agreement by Customer if the Customer shall fail/refuse to interrupt or curtail the consumption of gas in the manner, at the time, and to the extent directed by the City, as hereinabove provided in Paragraph 5, if the Customer shall default on payments for gas delivered, or if the Customer shall breach any of the conditions set out herein. Such discontinuance of service as provided for in this Agreement shall not constitute breach of contract by the City. Any failure of the City to exercise the said right to discontinue service to the Customer at any one time shall not prevent the City from exercising such right with respect to any breach of the said conditions which may subsequently occur.

16. **Automatic Escalation/De-escalation** – All gas rates and charges are approved by City Council and are subject to change should the City Council approve a new gas rate ordinance.

17. **Term of Contract** - The term of this contract is twelve (12) months: April 1, 2015 to March 31, 2016.

18. **Notices**

(a) Any notice or bill, except notices of curtailment or restoration of service, which shall or may be given by one party to the other hereunder, shall be deemed to have been fully given.

When made in writing and delivered by hand or mail as follows:

City of Pensacola  
Pensacola Energy  
P.O. Box 12910

Pensacola, Florida 32521

and to

the Customer at

221 Palafox Place

Pensacola FL 32501

Postage prepaid if delivery is by mail.

- (b) Notices with respect to curtailment or restoration of deliveries of service shall be sufficient if given by the City in writing as provided by subparagraph (a) above or, by telegraph, or orally in person, or by telephone to the person or one of the persons identified and described in "Exhibit C", attached hereto and incorporated by reference herein, designated by the Customer as authorized to receive such notices.
- (c) The Customer agrees that if the Customer shall not have made such designation as provided for in Subparagraph (b) above or, if made, the City is unsuccessful in its efforts to promptly establish communication with the persons or one of the persons so designated, then, in any such event, notice shall be sufficient if given by the City to any person or persons who are on the said premises or who answers the Customer's telephone.

**19. Successors and Assigns** - This Agreement shall bind and benefit the successors and assigns of the respective parties hereto.

**20. General Provisions**

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written and that this agreement supersedes all prior oral or written agreements.
- (b) It is agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- (c) This Agreement, or any interest herein, shall not be assigned, transferred, or

otherwise encumbered, under any circumstances by the parties without the prior written consent of the other party.

- (d) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue of any matter which is subject of this agreement shall be in the County of Escambia.
- (e) The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.
- (f) The covenants and conditions contained in this Agreement shall apply to and bind the parties, legal representatives, and assigns of the parties.
- (g) This Agreement and the Exhibits (Exhibit A, B, C) attached hereto are made a part hereof and constitute the contract documents.
- (h) Each individual executing this Agreement represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted resolution, or in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.
- (i) Invoice payment terms: Net 30 days

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be duly signed and sealed, the day and year first above written.

ATTEST:

THE CITY OF PENSACOLA,  
A MUNICIPAL CORPORATION

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Ashton J. Hayward III, Mayor

(SEAL)

Legal In Form And Valid As Drawn:

Approved as to substance:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Don J. Suarez, Department Director

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Steven Barry, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

Date: \_\_\_\_\_  
BCC Approved: \_\_\_\_\_

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

(SEAL)

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 2/18/15

**Exhibit A**  
**City Rate Schedule GAF, Almost Firm Gas Transportation Service**

Ordinance No. 28-11

(14) Service Classification: GAF, Almost Firm Gas Transportation Service.

(14a) Availability. Available to any consumer utilizing the City's gas service. Service under this rate classification shall be governed by individual contracts with consumer. Such contract will be executed by the City Manager, based on recommendations by the Director of Pensacola Energy.

(14b) Customer Charge. Rates to be negotiated, plus

(14c) GAF Usage Charge. Rates to be negotiated.



## Exhibit B

### Meter Numbers

The following natural gas meters are currently the only meters owned, maintained and read by Pensacola Energy.

79644

96063

96049

53875



Exhibit C

Notification Schedule

Billing:

1. Natasha Reynolds 850-595-4998
2. David Wheeler 850-595-3190

Curtailment or Restoration of Service:

1. Facilities Management 850-595-3185
2. As above





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

**AI-7686**

**County Administrator's Report 11. 2.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 03/05/2015

**Issue:** Service Fee Changes

**From:** John J. Lanza, MD, PhD, MPH, FAAP, Director

**Organization:** Florida Dept. of Health in Esc. Co.

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning a Fee Resolution - Dr. John Lanza, MD, PhD, MPH, FAAP, State of Florida Department of Health, Escambia County Health Department

That the Board adopt the Resolution authorizing a revised fee schedule for services provided by the State of Florida Department of Health, Escambia County Health Department; providing for an effective date. The Escambia Health Department periodically revises its schedule fees for services, and the new fees will go into effect upon the Board's adoption of this Resolution.

**BACKGROUND:**

Periodically the Escambia County Health Department revises its schedule of fees for services. The last revision of the fee schedule occurred on December 6, 2012.

**BUDGETARY IMPACT:**

The fee changes by the Escambia County Health Department are consistent with fees imposed by surrounding counties and will generate revenue to support operational expenses.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Section 154.01, Florida Statutes states that "The several counties of the state may cooperate with the Department of Health in the establishment and maintenance of full-time county health departments in such counties for the promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations...The Department of Health shall enter into contracts with the several counties for the purposes of this part."

**PERSONNEL:**

N/A



**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

This Recommendation requires the approval of the recommended Resolution.

---

**Attachments**

Resolution - Fee Sch.

Exhibit A - Fee Schedule

---

RESOLUTION NUMBER R2015-\_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING A REVISED FEE SCHEDULE FOR SERVICES PROVIDED BY THE STATE OF FLORIDA, DEPARTMENT OF HEALTH, ESCAMBIA COUNTY HEALTH DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the provisions of Section 154.01(3), Florida Statutes, the Board of County Commissioners of Escambia County, Florida is authorized to enter into an agreement with the State of Florida, Department of Health for the provision of certain health services to Escambia County citizens; and

**WHEREAS**, the Department of Health has requested an increase in the cost of certain health related services provided pursuant to the parties' contract for the operation of Escambia County Health Department.

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

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

**Section 2.** That the Escambia County Health Department Fee Schedule, attached hereto and incorporated herein as Exhibit "A", as it relates to certain health related services pursuant to the parties' contract for the operation of the Escambia County Health Department, is hereby approved as presented.

**Section 3.** That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

\_\_\_\_\_  
**Steven Barry, Chairman**

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

\_\_\_\_\_  
**Deputy Clerk**

Approved as to form and legal  
sufficiency.

By/Title: John A. Hill

Date: 2/18/15

Exhibit A  
 ESCAMBIA COUNTY HEALTH DEPARTMENT  
 FEE SCHEDULE 2014-2015

Clinical Services, Medical Records, and Vital Statistics			
SERVICE DESCRIPTION	FEE		
Vital Statistics Birth and Death Records	\$11.00 Birth Certificate; \$10 per additional copy of birth certificate, if ordered with initial request. \$10.00 Death Certificate \$ 5.00 Notary Services - Birth Certificate Amendments		
Record copy	\$0.15/page • No charge (first copy to client or provider for continuity of care)		
Vaccines for Children (VFC) Program (birth through 18 yrs of age)	No charge for children birth through 18 years of age. •Administration fee billed for Medicaid eligible children.		
Non-VFC Vaccines	Adult vaccines: current care fee plus cost of vaccine Overseas vaccines: \$7 consultation fee, plus current care fee, plus cost of vaccine		
Clinical Services by Current Procedural Terminology (CPT) Code	Current Medicare Rate + 25% • If not covered by Medicare, current Medicaid Rate + 25%		
Laboratory Testing/X-ray	Cost of test plus current care fee		
Completion of Medical Clearance Physicals/forms	\$40.00		
Document Certified by MD	\$5.00		
HIV Test	\$18.00		
School Physical	\$35.00		
Sports Physical	\$120.00		
TB Skin Test Reading	\$5.00		
Congregate Meal Site Review	\$75.00		
Nutrition Staff In-Service	\$150.00		
Nutrition Counseling - Interagency	\$40.00		
Nutrition Counseling - Individual	\$50.00		
HIV 102 Training, Individual	\$25.00		
HIV 104 Training, Individual	\$25.00		
Public Health - Cluster/outbreak investigations - commercial enterprises and disputes between private parties on public health matters	Actual Cost		
Review and certification of emergency plans for home health agencies, nurse registries, hospice programs, and home medical equipment providers, Initial	\$40.00		
Review and certification of emergency plans, Annual Updates and/or revisions	\$25.00		
Environmental Health Permits and Inspections			
SERVICE DESCRIPTION	STATE FEE	COUNTY FEE	TOTAL FEE
<b>POOLS (Application Fee)</b>			
> 25,000 Gallons	\$250.00	\$168.00	\$418.00
≤ 25,000 Gallons	\$125.00	\$79.00	\$204.00
Exempted Pool (over 32 units)	\$50.00	\$53.00	\$103.00
<b>BODY PIERCING FACILITIES</b>			
Application Fee	\$150.00	\$0.00	\$150.00
<b>TANNING FACILITIES</b>			
Permit	\$150 + \$5 each additional device	\$105.00	Min \$255/Max \$315
Plan Review	\$0.00	\$27.00	\$27.00
Preliminary Inspection to License	\$0.00	\$27.00	\$27.00
<b>OSTDS (Septic Tanks)</b>			
New System Escambia CHD Fee State	\$350.00	\$200.00	\$550.00
Abandonment	\$50.00	\$50.00	\$100.00
Existing > 3 yrs. Old	\$85.00	\$150.00	\$235.00
Repair	\$300.00	\$50.00	\$350.00



Exhibit A  
 ESCAMBIA COUNTY HEALTH DEPARTMENT  
 FEE SCHEDULE 2014-2015

SERVICE DESCRIPTION	STATE FEE	COUNTY FEE	TOTAL FEE
<b>GROUP FACILITIES</b>			
Adult Family Care Homes	\$0.00	\$187.00	\$187.00
Assisted Living < 24	\$0.00	\$319.00	\$319.00
Assisted Living ≥ 24	\$0.00	\$345.00	\$345.00
Crisis Stabilization Unit < 24	\$0.00	\$319.00	\$319.00
Crisis Stabilization Unit ≥ 24	\$0.00	\$345.00	\$345.00
Intermediated Care Facilities for developmentally disabled	\$0.00	\$240.00	\$240.00
Mobile Home & Recreational Vehicle Park (preempted)	\$4/space	\$0.00	Min \$100/Max \$600
Other Residential Facilities	\$0.00	\$319.00	\$319.00
Residential Alcohol, Drugs &/or Mental Health Facilities < 12	\$0.00	\$319.00	\$319.00
Residential Alcohol, Drugs &/or Mental Health Facilities ≥ 12	\$0.00	\$345.00	\$345.00
Residential Group Care < 24	\$0.00	\$319.00	\$319.00
Residential Group Care ≥ 24	\$0.00	\$345.00	\$345.00
School Inspections	\$0.00	\$187.00	\$187.00
Transitional Living Facilities < 24	\$0.00	\$319.00	\$319.00
Transitional Living Facilities ≥ 24	\$0.00	\$349.00	\$349.00
<b>FOOD SERVICE FACILITIES</b>			
Alcohol Inspection Approval	\$30.00	\$50.00	\$80.00
Bars/Lounges	\$190.00	\$160.00	\$350.00
Civic/Fraternal	\$190.00	\$50.00	\$240.00
Jails/Prisons	\$250.00	\$160.00	\$410.00
Limited Food	\$110.00	\$97.00	\$207.00
Movie Theaters	\$190.00	\$150.00	\$340.00
Residential Facilities	\$135.00	\$160.00	\$295.00
School ≤ 9 Months	\$110.00	\$97.00	\$207.00
School > 9 Months	\$200.00	\$160.00	\$360.00
Other Food Service	\$190.00	\$160.00	\$350.00
<b>LATE PERMIT FEES</b>			
All Permitted Facilities	varies	\$50.00	\$50.00 plus applicable state fee



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

**AI-7751**

**County Administrator's Report 11. 3.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 03/05/2015

**Issue:** Workers' Compensation Audit Additional Premium

**From:** Stephan Hall, Interim Department Director

**Organization:** OMB

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Workers' Compensation Audit Additional Premium - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning an additional premium required as a result of the workers' compensation audit:

A. Approve the payment to Florida Municipal Insurance Trust, in the amount of \$60,807, for the additional premium for audit period October 1, 2013, through September 30, 2014;

B. Approve the payment to Florida Municipal Insurance Trust, in the amount of \$69,645, for the additional premium for the jail, for audit period October 1, 2013, through September 30, 2014; and

C. Authorize the issuance of a Purchase Order, in the amount of \$130,452 to Florida Municipal Insurance Trust.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140834, Object Code 54501]

**BACKGROUND:**

The workers' compensation policy for the jail is a separate policy as required by the insurer. The differences occurred in the actual payroll attributable to each class and correction of classification codes used to calculate the premium deposit submitted in 2013. As each class code has different rates, this caused the additional premium. The National Council on Compensation Insurance, Inc. (NCCI), sets the rates annually. This year there was a significant increase from last year.

**BUDGETARY IMPACT:**

Funds are budgeted in Fund 501 (Internal Service), Cost Center 140834, Object Code 54501.

**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, Purchase and Contracts.

**IMPLEMENTATION/COORDINATION:**

The audit was performed by L&L Auditing Services. Payroll information was provided by the Clerk's Office.

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**Attachments**

BCC Audit Invoice

Jail Audit Invoice

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## Florida Municipal Insurance Trust (FMIT) Final Audit for the 13/14 Fund Year

FMIT # 0869

Invoice Date: 1/28/2015

Due Date: 2/27/2015

ATTN: Bob Dye  
Escambia County Board of County Commissioners  
P.O. Box 1591  
Pensacola, FL 32591-1591

Please make check payable to:  
Florida Municipal Insurance Trust  
P.O. Box 1757  
Tallahassee, FL 32302-1757

### Audit Policy Summary

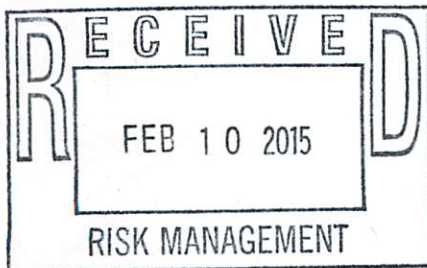
	General Liability	Auto Liability	Auto Physical Damage	Property	Workers Compensation	Total
Gross Premium	\$0.00	\$0.00	\$0.00	\$0.00	\$1,336,054.00	\$1,336,054.00
Incentive Credit	\$0.00	\$0.00	\$0.00	\$0.00	(\$110,334.00)	(\$110,334.00)
<b>Total Net Premium</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,225,720.00</b>	<b>\$1,225,720.00</b>

### Payment History

Payment Received On 10/10/2013	(\$1,164,913.00)
<b>Total Balance Forward</b>	<b>(\$1,164,913.00)</b>

### Final Audit Installment Due or Refund

<b>Balance Due by 2/27/2015</b>	<b>\$60,807.00</b>
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PINK COPY - Please return with your payment

WHITE COPY - For your records



# Florida Municipal Insurance Trust (FMIT) Final Audit for the 13/14 Fund Year

FMIT # 1449

Invoice Date: 1/29/2015

Due Date: 2/28/2015

ATTN: Bob Dye

Escambia County Board of County Commissioners Jail

PO Box 1591

Pensacola, FL 32591

Please make check payable to:

Florida Municipal Insurance Trust

P.O. Box 1757

Tallahassee, FL 32302-1757

## Audit Policy Summary

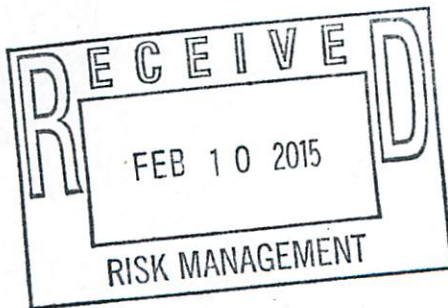
	General Liability	Auto Liability	Auto Physical Damage	Property	Workers Compensation	Total
Gross Premium	\$0.00	\$0.00	\$0.00	\$0.00	\$459,384.00	\$459,384.00
<b>Total Net Premium</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$459,384.00</b>	<b>\$459,384.00</b>

## Payment History

Payment Received On 10/10/2013						(\$389,739.00)
<b>Total Balance Forward</b>						<b>(\$389,739.00)</b>

## Final Audit Installment Due or Refund

<b>Balance Due by 2/28/2015</b>						<b>\$69,645.00</b>
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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-7704

County Administrator's Report 11. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/05/2015

Issue: Community Recreation and Sports Needs and Facility Feasibility Study

From: Amy Lovoy, Interim Assistant County Administrator

Organization: County Administrator's Office

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning the Issuance of a Request for Proposal for a Community Recreation and Sports Tourism Needs and Facility Feasibility Study - Amy Lovoy, Interim Assistant County Administrator

That the Board authorize the issuance of a Request for Proposal (RFP), for the purpose of retaining a consultant(s) to perform a community recreation and sports tourism needs and facility feasibility study, utilizing the provided scope of work with a budget not to exceed, \$350,000.

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

**BACKGROUND:**

On December 11, 2014 the Board authorized a study on sports tourism. Various stakeholders met and drafted the attached scope of work which would commission a study to be done in 3 phases. Each phases would have a critical stopping point at the end of each phase to allow the County to determine if they wish proceed to the next phase.

The first phase would be a demand feasibility survey. In this phase the consultant(s) would survey all existing public venues including school facilities, City and County venues and the Bay Center to determine their capacity and utilization. The consultants would determine any unmet needs in the County as well as any growth opportunities in existing or emerging sports in an effort to fill any voids.

The 2nd phase would seek to determining the financial feasibility for any improvements to existing facilities or new facilities recommended in the 1st phase. The consultants would be tasked with determining approximate costs and propose methods of financing if certain ROI criteria are met.

The last phase would proceed to specific site selection and conceptual design of any

facilities that have been recommended in the first 2 phases along with a timeline for construction.

**BUDGETARY IMPACT:**

The budget for this project has been proposed at not to exceed \$350,000 with the recommended funding source of the 4th Cent Tourist Development Tax.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Sports Complex Study

---

## **PSA/Visit Pensacola/Escambia County DMO Thoughts on Community Recreation and Sports Tourism Needs and Facility Feasibility Study**

The following Request for Proposal (RFP) is to assist Escambia County, Florida in determining the feasibility of the development of a sports facility to meet the current and future demands of the local citizens and organizations but also to determine the opportunities available to enhance the sports tourism product. The County therefore wishes to retain a qualified person, firm or multi-disciplinary team to serve as a consultant to the County as follows.

The following outlines the overall mission and goals as well as the actual scope of the RFP. The RFP is presented as a three phase project that will allow for the project to be stopped at the end of each phase should the demand for a facility development or the upgrade of existing facility not exist at a level acceptable to justify further efforts.

What are the critical success factors of a sports tourism destination and how does the local market characteristics lend support for either a new or enhanced facilities?

- Lodging supply & availability including room types
- Existing facilities and space
- Air and Highway access
- Population and income
- Composition of the local economy
- Existing activities and attractions for participants (shopping, entertainment, dining, activities)
- Planned or proposed developments (lodging, entertainment, retail etc.)
- Conduct local stakeholder interviews to determine need, usage and support
  - o PSA members
  - o Local Lodging Management
  - o Community & business leaders representing various facets of the hospitality, tourism, civic, tourism and sports sectors

What is the state of competitive sports events in the local market, the region and nationally? Is there market demand for a new facility? What are the required program elements to place a new facility in a competitive position – particularly relative to generating incremental lodging demand as well as spending?

- Number of facilities including fields, indoor venues
- Number of local events at each facility including number of participants
- Number of out of town events at each facility including number of participants
- Different types of sports events taking place within the county, including Santa Rosa
- Identify participation trends including but not limited to number of events, number of participants

What are examples of comparable destinations and how are those destinations positioned to capture sports tourism business?

- Lodging supply
- Direct flight access and location of facilities to the airport
- Drive-in vs. Overnight population
- Destination buzz/promotion
- Local buy-in and support
- Vehicular accessibility and parking
- Supporting infrastructure (restaurants, retails, activities)
- Seasonality of the destination
- Management & marketing

Other questions to be answered:

- Where should a new facility be located
- What level of financial performance might a new facility achieve
- What are the potential costs to develop such a facility & how might it be financed?
- What is the preliminary estimate of economic/fiscal benefits that could be generated annually from on-going operations?

## **Work Scope**

The work scope we contemplated is in three self-contained phases that could be stopped at each phase if the data did not support going forward.

The three phases are

Phase 1 Demand Feasibility:

1. Survey all existing Escambia County public venues (including but not limited to High Schools, Colleges, Universities, Bay Center, Maritime Ballpark, City and County) and the managing organizations of same.
  - a. What is their capacity and current utilization?
  - b. What are their plans and/or needs for expansion?
    - i. Timeline of expansion
    - ii. Is funding in place or identified
  - c. What are their current and projected unmet needs?
2. Where are the growth opportunities
  - a. What are the growth sports?
  - b. What are the emerging sports?
  - c. What are the currently available sports not being adequately served by existing venues?

3. Find and fill the voids.
4. Determine size of the potential user universe by sport with calendar for their seasons and tournament periods;
  - a. Example: Girls volleyball has over 1,000 tournaments a year with average number of teams and players at 50,000 and 1,000,000 respectively in November and December, i.e.
5. Focus on organizations and sports that have state, regional, national and international competitions or training opportunities in our shoulder season; October, November, December, January, February, late April, and May.
6. List groups that could potentially relocate and be resident in the facility; recurring income during the week and/or year-round.
  - a. National Governing Bodies, both domestic and international
  - b. Events rights holders
7. List local events, activities that could use the facility in non-tournament times as well as events we could create; i.e. graduations.
8. Do not compete with existing facilities/venues
  - a. Examine existing facilities/venues, including Bay Center, for availability by month for calendar year.
  - b. Determine if we have sufficient available space for the times these tournaments would be held and the required facilities; i.e. need 7 contiguous courts and only have 4.
9. Assume we will build whatever facility can be economically justified, so every sport is on the table.
10. Examine the ancillary needs of other local groups/institutions who might use the facility, i.e.,
  - a. Public and private schools
  - b. Pensacola State College
  - c. University of West Florida
  - d. City of Pensacola Parks and Rec. department
  - e. Escambia County Parks and Rec. department
  - f. Local sports and fitness organizations
  - g. Others

Stop here if you cannot determine sufficient market demand.

### Phase 2 Financial Feasibility

1. Identify capital project contribution and funding sources, i.e., LEED certification grants and/or credits, emergency facility grants and/or credits, local public and private partnership opportunities, naming rights, pouring rights, etc.
2. Identify alternative revenue streams and uses beyond tournaments and training for both operating revenue and capital cost contribution.

- a. LEED building
  - b. Hurricane shelter
  - c. Emergency shelter
  - d. Corporate team building
  - e. Public meeting
  - f. Concessions rights
  - g. Other local users like public and private schools, colleges and universities for sports and recreation activities as well as graduations, meetings and banquets.
3. Recommend facility size, support elements and use without cost estimates including
    - a. Facility size and conversion options with movable, fencing, walls, seating, etc.
    - b. Office space
    - c. Meeting space
    - d. Banquet support (if included)
    - e. Locker rooms
    - f. Seating (permanent and temporary)
    - g. Flooring or turf
    - h. Storage
    - i. Public address
    - j. Concessions, concourse, restrooms, etc.
    - k. Lighting, sound, internet, etc. requirements to support event play and broadcast
    - l. Parking
  4. Determine financing alternatives
  5. Recommend facility management
  6. Detailed pro forma with revenue by source and operating cost assumptions
  7. Stop the pro forma at net income before debt service, amortization and depreciation.
  8. Provide recommendations for upgrade of existing facilities for maximum ROI if the study does not support the development of a new facility.

Stop here if financially not feasible.

### Phase 3 Site and Design

1. Acreage needed
2. Site selection; survey and recommend sites to be considered and why (pluses and minuses). Recommend at least three sites for the construction of a building or external sports venue(s). In each case provide evaluation of the sites to include but not limited to:
  - h. Land acquisition cost and terms.
  - i. Size and ability to expand
  - j. Ease of access to the site by participants, and spectators from all parts of the community as well as airports and hotels.
  - k. Surrounding support infrastructure for events i.e., hotels, restaurants and other required services

1. Surrounding challenges i.e., neighborhood concerns, infrastructure challenges, etc.
- m. Parking
3. Design and materials
4. Construction cost
5. Financing plan

#### Construction timeline

**Note:** It is anticipated a feasibility study as comprehensive as this most likely could not be provided by any single organization and expect various organizations might well “team-up” to provide the level of information requested.

#### Deliverables

It is expected that the consultant(s) will deliver within 180 days from a notice to proceed the following work product:

- A written concise report covering all of the prerequisites listed above.
- An easy to understand executive summary that summarizes the full report.
- A compilation of matrices that clearly delineate the information requested in Phases 1 and 2.
- Three report presentations in person including 1 to the Board of County Commissioners.



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

AI-7733

County Administrator's Report 11. 5.

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 03/05/2015

**Issue:** Approval of Miscellaneous Appropriations Agreement

**From:** Stephan Hall, Interim Department Director

**Organization:** OMB

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Miscellaneous Appropriations Agreement for Liberty Sertoma Club, Inc., d/b/a Sertoma's Fourth of July - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning the Fiscal Year 2014/2015 Miscellaneous Appropriations Agreement for Liberty Sertoma Club, Inc., d/b/a Sertoma's Fourth of July:

- A. Approve the Miscellaneous Appropriations Agreement between Escambia County and Liberty Sertoma Club, Inc., d/b/a Sertoma's Fourth of July, in the amount of \$75,000, to be paid from the 4th Cent Tourist Promotion Fund (108), Cost Center 360105, Account 58201;
- B. Authorize the Chairman to sign the Agreement and all other necessary documents; and
- C. Authorize the execution of the necessary Purchase Order.

**BACKGROUND:**

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source of documents by which payment can be made, Board approval of these Agreements is necessary.

**BUDGETARY IMPACT:**

Funds are available in the Fiscal Year 2014/2015 Budget.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney has reviewed and approved the Agreement.



**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval of Miscellaneous Appropriations Agreements is necessary.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Sertoma Agreement

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**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN  
ESCAMBIA COUNTY  
AND  
LIBERTY SERTOMA CLUB, INC.  
d/b/a SERTOMA'S FOURTH OF JULY**

**THIS AGREEMENT** is made and entered into this 1st day of October, 2014, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Liberty Sertoma Club, Inc., d/b/a Sertoma's Fourth of July, a non profit corporation authorized to do business in the State of Florida, with administrative offices at 6012 Tippin Avenue, Pensacola, Florida 32504 and a Federal Tax Identification Number of 59-2686910 (hereinafter referred to as the "Recipient").

**WITNESSETH:**

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

**WHEREAS**, the Recipient serves the citizens of the County by providing for a patriotic countywide celebration each Independence Day commemorating the nation's birth which both educates and informs all Americans of their birthright; and

**WHEREAS**, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

**WHEREAS**, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

**WHEREAS**, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

**WHEREAS**, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2014/15 (October 1 through September 30), the sum of \$75,000.00 to conduct a program generally described as:

Sertoma's Fourth of July

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

**WHEREAS**, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

**NOW, THEREFORE, IN CONSIDERATION** of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

**Section 1.** The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To obtain insurance coverage for outdoor events, as may be required at the County's discretion, and furnish a certificate of insurance to the County reflecting the additional insured status of the County and listing the County as a certificate holder prior to the date of the Event; and

H) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

**Section 2.** This Agreement shall be considered to have become effective on the 1st day of October, 2014, and will terminate on the 30th day of September 2015, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

**Section 3.** The County agrees to pay the recipient the sum of \$75,000.00 for the program of activity. One payment of \$37,500.00 will be paid in advance to recipient. The balance of \$37,500.00, along with the advance payment, will be paid in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

**Section 4.** Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

**Section 5.** The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2014-2015 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

**Section 6.** The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

**Section 7.** The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2015, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

**Section 8.** This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2015, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this AGREEMENT on the day and year first above written.

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Lumon J. May, Chairman  
Steven Barry, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

BCC APPROVED: \_\_\_\_\_

**LIBERTY SERTOMA CLUB, INC.  
d/b/a SERTOMA'S FOURTH OF JULY**

By: Kelli Taylor  
Title: President

Attest:  
Glenda Bailey  
Secretary

This document approved as to form and legal sufficiency.

By: Kristina Huel  
Title: ACF  
Date: 2/18/15

**EXHIBIT "A"**

**2014/2015 MISCELLANEOUS APPROPRIATIONS**

NAME OF ORGANIZATION:

LIBERTY SERTOMA CLUB, INC. d/b/a SERTOMA'S FOURTH OF JULY

**APPROVED BUDGET**

SALARIES AND BENEFITS AND PROGRAMMATIC  
EXPENSES ASSOCIATED WITH THE PROGRAM  
FUNCTIONS OF LIBERTY SERTOMA CLUB, INC.

D/B/A SERTOMA'S FOURTH OF JULY .....\$ 75,000.00

**PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:**

**Sertoma's Fourth of July Fireworks celebration event, including, but not limited to Fireworks, PortOLets, Trash Removal, Sound/state/band, Children's area and Insurance**



## EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all payments. Payment of half of the entire allocation will be submitted to the recipient in one advance payment. The balance of the allocation will be paid upon receipt of appropriate backup verifying that County funds were expended in accordance with the approved budget as outlined in Exhibit "A" which is attached hereto and incorporated by reference herein. The entire allocation must be substantiated with appropriate backup and proof of payment within 60 days following the event. **For the remainder of the year, no funding is advanced.**
- Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



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

AI-7742 County Administrator's Report 11. 6.  
BCC Regular Meeting Budget & Finance Consent  
Meeting Date: 03/05/2015  
Issue: Supplemental Budget Amendment #078 - FDEM Citizen Corps  
Program Sub-grant Agreement  
From: Stephan Hall, Interim Department Director  
Organization: OMB  
CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #078 - Stephan Hall,  
Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #078, Other Grants and Projects Fund (110), in the amount of \$5,477, to recognize proceeds from a State of Florida, Division of Emergency Management (FDEM) Federally-Funded Sub-grant Agreement, and to appropriate these funds for Public Safety activities related to the Citizen Corps Program in order to engage, educate, and train local citizens in their roles as they relate to emergency preparedness, response, recovery, and public health measures for all hazards.

**BACKGROUND:**

On February 5, 2015, the Board approved FDEM Federally-Funded Sub-grant Agreement #15-CC-N2-01-27-01-XXX in the amount of \$5,477. Funds are to be used for Public Safety activities related to the Citizen Corps Program in order to engage, educate, and train local citizens in there roles as it relates to emergency preparedness, response, recovery, and public health measures for all hazards..

**BUDGETARY IMPACT:**

This amendment will increase Fund 110 by \$5,477.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases and decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#078

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**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

**Resolution Number  
R2015-\_\_\_\_\_**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded a grant by the State of Florida, Division of Emergency Management for the Citizen Corps Program, 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, 2015:

Other Grants & Projects Fund Name	Fund Number	Account Code	Amount
	110		
Citizen Corps Grant	110	334251	\$5,477
<b>Total</b>			<b>\$5,477</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Contractual Services	110/330458	53401	\$5,477
<b>Total</b>			<b>\$5,477</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

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

\_\_\_\_\_  
Steven Barry, Chairman

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

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
#078



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

AI-7752

County Administrator's Report 11. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/05/2015

Issue: SBA#081 - Increase to the Sheriff's Court Security Budget for FY2014/2015

From: Stephan Hall, Interim Department Director

Organization: OMB

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #081 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #081, General Fund (001) and Article V Fund (115), in the amount of (\$104,507), to recognize a transfer of funds from the Court Administration Court Security Budget into the Sheriff's Court Security Budget, for Fiscal Year 2014/2015, and to appropriate these funds for the use of Law Enforcement Officers (LEO), to provide enhanced security at the M.C. Blanchard Judicial Building, per the direction of the Escambia County Courts. The Sheriff's Office has requested these funds to be placed into their budget moving forward.

**BACKGROUND:**

Funds will be used to pay the salaries of LEO's used for enhanced court security in the M.C. Blanchard Building. Funds were managed by Court Administration, however the Sheriff's Office has requested those be placed into his Court Security Budget moving forward.

**BUDGETARY IMPACT:**

This amendment will decrease Fund 115 and increase Fund 001 in the amount of \$433,973. SBA amount is (\$104,507) due to net of transfers in and out.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

There is no increase in the number of positions to the Sheriff's Budget.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires any changes to Constitutional Officer's budgets must be brought before the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#081

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**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

**Resolution Number  
R2015-**

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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, Court Security was enhanced with Law Enforcement Officers (LEO) for Fiscal Year 2014/2015 at the M.C. Blanchard Building per the direction of the Escambia County Courts and in conjunction per MOU with the Sheriff's Office. The Sheriff has requested these funds be placed into his Court Security Budget, 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, 2015:

General Fund	1		
Article V Fund	115		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Transfers from F-001	115	381001	(\$269,240)
Transfers from F-115	1	381115	\$164,733
<b>Total</b>			<b>(\$104,507)</b>
<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Other Contractual Services	115/410505	53401	(\$269,240)
Other Contractual Services	115/410505	53401	(\$164,733)
Transfers to F-115	001/110215	59127	(\$269,240)
Transfers to F-001	115/410505	59101	\$164,733
Personal Services	001/540301	59702	\$269,240
Personal Services	001/540301	59702	\$164,733
<b>Total</b>			<b>(\$104,507)</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

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

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

\_\_\_\_\_  
Steven Barry, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
#081



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

AI-7756

County Administrator's Report 11. 8.

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 03/05/2015

**Issue:** Supplemental Budget Amendment #084 - Neighborhood Enterprise Division Grant Balances

**From:** Stephan Hall, Interim Department Director

**Organization:** OMB

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #084 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #084, SHIP Fund (120), for a reduction in the amount of \$103,850, CDBG HUD Entitlement Fund (129), for a reduction in the amount of \$159,573, and the HUD HOME Fund (147), for an increase in the amount of \$142,958, to adjust funding to reflect the actual grant balances in these funds under the Neighborhood Enterprise Division.

**BACKGROUND:**

Neighborhood Enterprise Division, formerly Neighborhood Enterprise Foundation Inc. (NEFI), was awarded several grants in previous years and this recommendation adjusts the grant balances accordingly. These grants provide funding for such items as home buyer down payments, closing cost assistance, disaster assistance, homeowner substantial rehabilitation, affordable housing assistance, Brownfield redevelopment, public facility projects, and administrative funding.

**BUDGETARY IMPACT:**

This amendment will decrease Fund 120 by \$103,850, decrease Fund 129 by \$159,573, and increase Fund 147 by \$142,958.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**



Board policy requires increases and decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA# 084

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**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

Resolution Number  
R2015-

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, Neighborhood Enterprise, a division under the BCC, formally Neighborhood Enterprise Foundation, Inc. (NEFI) was awarded several grants in previous years. These grant funds need to be adjusted to reflect the actual grant balances. These figures need to be recognized and appropriated in the current year's budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2015:

Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
SHIP Fund	120		
CDBG HUD Entitlement Fund	129		
HUD - HOME Fund	147		
SHIP	120	369004	(348,000)
SHIP	120	335706	348,000
SHIP	120	335706	(103,850)
HUD - 2010 CDBG Grant	129	331548	(29,097)
HUD - 2011 CDBG Grant	129	331552	(64,486)
HUD - 2012 CDBG Grant	129	331553	(5,142)
HUD - 2013 CDBG Grant	129	331554	(60,848)
HUD - 2010 HOME Grant	147	331561	290,000
HUD - 2011 HOME Grant	147	331562	(77,693)
HUD - 2012 HOME Grant	147	331563	(60,298)
HUD - 2013 HOME Grant	147	331564	(9,051)
<b>Total</b>			<b>(\$120,465)</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Contractual Services	120 / 220444	53401	(430)
Other Grants & Aids	120 / 220444	58301	(103,420)
Improvements other than Buildings	129 / 220435	56301	(28,751)
Other Grants & Aids	129 / 220435	58301	(644)
Aids to Private Organizations	129 / 220435	58201	298
Other Grants & Aids	129 / 220438	58301	(29,267)
Professional Services	129 / 220439	53101	(11,750)
Improvements other than Buildings	129 / 220439	56301	(23,469)
Other Grants & Aids	129 / 220403	58301	(1,984)
Professional Services	129 / 220404	53101	(5,363)
Improvements other than Buildings	129 / 220404	56301	(523)
Other Grants & Aids	129 / 220404	58301	2,728
Machinery & Equipment	129 / 220451	56401	16,459
Other Current Charges & Obligations	129 / 220451	54901	18,000
Other Grants & Aids	129 / 220452	58301	20,352
Professional Services	129 / 220453	53101	(103,589)
Improvements other than Buildings	129 / 220453	56301	35,000
Other Grants & Aids	129 / 220453	58301	(47,070)
Other Grants & Aids	147 / 220432	58301	290,000
Other Grants & Aids	147 / 220441	58301	(77,693)
Other Grants & Aids	147 / 220449	58301	(60,298)
Other Current Charges & Obligations	147 / 220450	54901	9,131
Other Grants & Aids	147 / 220450	58301	(18,182)
<b>Total</b>			<b>(\$120,465)</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA, COUNTY, FLORIDA

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

\_\_\_\_\_  
Steven Barry, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
# 084



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

**AI-7688**

**County Administrator's Report 11. 9.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 03/05/2015

**Issue:** Contract Award for Special Magistrate, PD 14-15.019

**From:** Stephan Hall, Interim Department Director

**Organization:** OMB

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Special Magistrate Services - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning the Agreement for Special Magistrate, PD 14-15.019:

A. Award and authorize the County Administrator to sign 3 Continuing Contracts with Smith, Sauer & DeMaria, PA; Coastal Association Law Group, P.L.; and Litvak, Beasley, Wilson & Ball, LLP, for a term of 12 months with 2 options for an additional 12 months, per the terms and conditions of PD 14-15.019, based on the following fees:

1. Special Magistrate, in the amount of \$155; and
2. Paralegal, in the amount of \$75; and

B. Authorize the Department, in conjunction with the Office of Purchasing, to issue Purchase Orders, as required.

[Funding: Fund 103, Code Enforcement Fund, Cost Center 290101, Object Code 53101]

**BACKGROUND:**

Request for Proposals, PD 14-15.019, Special Magistrate was publicly noticed on Monday, December 15, 2014 to 8 known firms. Responses were received from 3 firms on Tuesday, January 13, 2015. The Proposal Review Committee met on January 20, 2015 to review the proposals. Proposals were accepted from all three firms by the Proposal Review Committee. Final fee negotiations were completed on January 28, 2015. The firms of Smith, Sauer & DeMaria, PA, Coastal Association Law Group, PL and Litvak, Beasley, Wilson & Ball, LLP agreed to the same hourly rates and are recommended by the Proposal Review Committee for the award of the agreement.

**BUDGETARY IMPACT:**

Funding: Fund 103 Code Enforcement Fund, Cost Center 290101, Object Code 53101

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Agreement prepared by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts. Request for Proposals, PD 14-15.019, Special Magistrate was publicly noticed on Monday, December 15, 2014 to 8 known firms. Responses were received from 3 firms on Tuesday, January 13, 2015. The Proposal Review Committee met on January 20, 2015 to review the proposals. Proposals were accepted from all three firms by the Review Committee. Final fee negotiations were completed on January 28, 2015. The firms of Smith, Sauer & DeMaria, PA, Coastal Association Law Group, PL and Litvak, Beasley, Wilson & Ball, LLP agreed to the same hourly rates and are recommended by the Proposal Review Committee for the award of the agreement

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Agreement and associated Purchase Orders.

---

**Attachments**

Register of Submitters

Smith, Sauer & DeMaria Agreement

Coastal Association Law Group Agreement

Litvak Beasley Wilson & Ball Agreement

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**REGISTER OF SUBMITTERS**

**Specification #PD 14-15.019 – Special Magistrate**

**RLI Due Date &Time:** January 13 6, 2015 at 2:00 p.m. CST

<b>COMPANY NAME</b>	<b>ADDRESS</b>	<b>PHONE NUMBER</b>	<b>FAX NUMBER</b>	<b>CONTACT PERSON</b>
Coastal Association Law Group, P.L.	139 E. Government St., Pensacola, FL 32502	466-3255	466-3258	John B. Trawick <a href="mailto:john@coastalalg.com">john@coastalalg.com</a>
Robert O. Beasley, P.A.	226 E. Government St., Pensacola, FL 32502	432-9818	432-9830	Robert O. Beasley <a href="mailto:rob@lawpensacola.com">rob@lawpensacola.com</a>
Smith & Sauer, P.A.	510 E. Zaragoza St., Pensacola, FL 32502	434-2761	438-8860	Jeffrey T. Sauer <a href="mailto:jtsauer@ssdlawfl.com">jtsauer@ssdlawfl.com</a>
SUBMITTALS OPENED BY: Paul Nobles, CPPB, CPPO, Purchasing Coordinator		DATE: January 13 6, 2015		
SUBMITTALS NOTED BY: Marcia G. Griffin, Admin. Asst.		DATE: January 13 6, 2015		
SUBMITTALS WITNESSED BY: Steven Littlejohn, Code Enforcement		DATE: January 13 6, 2015		

## **AGREEMENT FOR SPECIAL MAGISTRATE (PD 14-15.019)**

This **AGREEMENT** is made and entered into on this 5th day of March, 2015 (hereinafter "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and Smith, Sauer & DeMaria, PA (hereinafter referred to as "Special Magistrate"), with offices located at 510 E. Zaragosa, Pensacola, FL 32502 (each at times being referred to as "Party" or "Parties").

### **WITNESSETH:**

**WHEREAS**, the County issued a Request for Letters of Interest seeking the services of a Special Magistrate (PD14-15.019); and

**WHEREAS**, the County desires to enter into an agreement for the provision of such services as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, County and Special Magistrate agree as follows:

### **ARTICLE 1** **DEFINITIONS**

1.1 **Administrator** Whenever the term Administrator is used herein, it is intended to mean the County Administrator of the Escambia County Government or Designee. The Administrator is the administrative head of all departments of the County Government. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Administrator or Designee.

1.2 **Board of County Commissioners** Whenever the term Board of County Commissioners is used herein, it is intended to mean the Board of County Commissioners of Escambia County, Florida, which is the governing body of the Escambia County Government.

1.3 **County** Whenever the term County is used herein, it is intended to mean Escambia County, a body corporate and politic and a political subdivision of the State of Florida.

1.4 **Special Magistrate** Whenever the term Special Magistrate is used herein, it is intended to mean the Special Magistrate, who will function in a quasi-judicial capacity and shall be subject to the same duties, rights and immunities as other judicial officers, including the duty to operate independently and impartially and to exercise discretion in formulating orders within the parameters of the jurisdiction granted. Jeffrey T. Sauer, Esquire is the person selected to perform the services of Special Magistrate pursuant to this Agreement, and Jeffrey T. Sauer, Esquire is a member of the Florida

Bar, in good standing, and has no less than five (5) years practice experience, which includes courtroom and administrative hearing experience.

## **ARTICLE 2** **SCOPE OF SERVICES**

2.1 The Special Magistrate hereby agrees to perform the services as outlined in Escambia County's Request for Letters of Interest Specification Number PD14-15.019, attached hereto as Exhibit A and as further provided in this Agreement. In the event of any conflict between the terms of the Exhibit and this Agreement, the terms of this Agreement shall prevail.

2.2 The Special Magistrate agrees to perform the functions specifically set forth in Article II, Chapter 30 of the Code of Ordinances of Escambia County, Florida, to include holding hearings and assessing fines against violators of County codes and ordinances.

2.3 The Special Magistrate agrees to perform the functions specifically set forth in Article I, Chapter 10 of the Escambia County Code of Ordinances, to include holding hearings relating to dangerous dog determinations.

2.4 The Special Magistrate agrees to serve as hearing officer for hearings relating to protested solicitations and awards, specifically set forth in Article II, Chapter 46 of the Escambia County Code of Ordinances.

2.5 County hereby agrees to cooperate expeditiously and provide necessary administrative staff and financial support as may be reasonably required for the proper performance of the Special Magistrate's duties.

## **ARTICLE 3** **COMPENSATION AND METHOD OF PAYMENT**

3.1 County shall pay Special Magistrate a fee of One Hundred and Fifty Five Dollars (\$155.00) per hour and, in addition, the Special Magistrate may bill at the rate of Seventy Five Dollars (\$75.00) per hour for a paralegal. This fee includes all costs and expenses.

3.2 County agrees that it will make its best efforts to pay Special Magistrate within thirty (30) calendar days of receipt and approval (as to form) of Special Magistrate's invoice. Invoices shall reflect the time, place, date, duration and parties as to each hearing and shall reflect the number of hours expended for each such hearing. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

**ARTICLE 4**  
**CHANGES IN SCOPE OF WORK**

4.1 County or Special Magistrate may request changes that would increase, decrease, or otherwise modify the scope of the services to be provided under this Agreement. Such changes and method of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any extra work. Such changes when properly executed shall become an Amendment to this Agreement.

**ARTICLE 5**  
**MISCELLANEOUS**

5.1 Term. The term of this Agreement shall commence upon the Effective Date and continue for a term of one (1) year. Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one year terms unless terminated as provided herein.

5.2 Termination. This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days written notice of such termination to the non-terminating party in which event the Special Magistrate shall be paid compensation for services performed to the date of termination.

5.3 Assignment. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Special Magistrate, without the proper written consent of County. However, the Agreement shall run to the Escambia County Government and its successors.

5.4 All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms 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 or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

5.5 Notices. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:



FOR ESCAMBIA COUNTY:

County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

FOR SPECIAL MAGISTRATE:

Smith, Sauer & DeMaria, PA  
510 E. Zaragosa  
Pensacola, FL 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.

5.6 Conflict of Interest. Special Magistrate affirms that his/her retention shall not result in an actual or potential conflict of interest with any party who may be affected by the award of this contract. Should any potential or existing conflict be known by the Special Magistrate, said Special Magistrate must specify the party with whom the conflict exists or might arise, the nature of the conflict, and whether the Special Magistrate would or would not step aside or resign from that engagement or representation creating the conflict. Special Magistrate shall not act as counsel to any third party or as an expert witness in any lawsuit in which the County is named as an adverse party.

5.7 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.

5.8 Public Records. The Special Magistrate acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Special Magistrate fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Special Magistrate seven days written notice, during which period the Special Magistrate still fails to allow access to such documents, terminate the contract.

5.9 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:

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Jack R. Brown, County Administrator

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal sufficiency.

By/Title: \_\_\_\_\_  
Date: 2/5/15

**SPECIAL MAGISTRATE:**  
Smith, Sauer & DeMaria, PA

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

## AGREEMENT FOR SPECIAL MAGISTRATE (PD 14-15.019)

This **AGREEMENT** is made and entered into on this 5th day of March, 2015 (hereinafter "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and Coastal Association Law Group, P.L. (hereinafter referred to as "Special Magistrate"), with offices located at 139 E. Government Street, Pensacola, FL 32502 (each at times being referred to as "Party" or "Parties").

### WITNESSETH:

**WHEREAS**, the County issued a Request for Letters of Interest seeking the services of a Special Magistrate (PD14-15.019); and

**WHEREAS**, the County desires to enter into an agreement for the provision of such services as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, County and Special Magistrate agree as follows:

### ARTICLE 1 DEFINITIONS

1.1 **Administrator** Whenever the term Administrator is used herein, it is intended to mean the County Administrator of the Escambia County Government or Designee. The Administrator is the administrative head of all departments of the County Government. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Administrator or Designee.

1.2 **Board of County Commissioners** Whenever the term Board of County Commissioners is used herein, it is intended to mean the Board of County Commissioners of Escambia County, Florida, which is the governing body of the Escambia County Government.

1.3 **County** Whenever the term County is used herein, it is intended to mean Escambia County, a body corporate and politic and a political subdivision of the State of Florida.

1.4 **Special Magistrate** Whenever the term Special Magistrate is used herein, it is intended to mean the Special Magistrate, who will function in a quasi-judicial capacity and shall be subject to the same duties, rights and immunities as other judicial officers, including the duty to operate independently and impartially and to exercise discretion in formulating orders within the parameters of the jurisdiction granted. John B. Trawick, Esquire is the person selected to perform the services of Special Magistrate pursuant to this Agreement, and John B. Trawick, Esquire is a member of the Florida

Bar, in good standing, and has no less than five (5) years practice experience, which includes courtroom and administrative hearing experience.

**ARTICLE 2**  
**SCOPE OF SERVICES**

2.1 The Special Magistrate hereby agrees to perform the services as outlined in Escambia County's Request for Letters of Interest Specification Number PD14-15.019, attached hereto as Exhibit A and as further provided in this Agreement. In the event of any conflict between the terms of the Exhibit and this Agreement, the terms of this Agreement shall prevail.

2.2 The Special Magistrate agrees to perform the functions specifically set forth in Article II, Chapter 30 of the Code of Ordinances of Escambia County, Florida, to include holding hearings and assessing fines against violators of County codes and ordinances.

2.3 The Special Magistrate agrees to perform the functions specifically set forth in Article I, Chapter 10 of the Escambia County Code of Ordinances, to include holding hearings relating to dangerous dog determinations.

2.4 The Special Magistrate agrees to serve as hearing officer for hearings relating to protested solicitations and awards, specifically set forth in Article II, Chapter 46 of the Escambia County Code of Ordinances.

2.5 County hereby agrees to cooperate expeditiously and provide necessary administrative staff and financial support as may be reasonably required for the proper performance of the Special Magistrate's duties.

**ARTICLE 3**  
**COMPENSATION AND METHOD OF PAYMENT**

3.1 County shall pay Special Magistrate a fee of One Hundred and Fifty Five Dollars (\$155.00) per hour and, in addition, the Special Magistrate may bill at the rate of Seventy Five Dollars (\$75.00) per hour for a paralegal. This fee includes all costs and expenses.

3.2 County agrees that it will make its best efforts to pay Special Magistrate within thirty (30) calendar days of receipt and approval (as to form) of Special Magistrate's invoice. Invoices shall reflect the time, place, date, duration and parties as to each hearing and shall reflect the number of hours expended for each such hearing. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

**ARTICLE 4**  
**CHANGES IN SCOPE OF WORK**

4.1 County or Special Magistrate may request changes that would increase, decrease, or otherwise modify the scope of the services to be provided under this Agreement. Such changes and method of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any extra work. Such changes when properly executed shall become an Amendment to this Agreement.

**ARTICLE 5**  
**MISCELLANEOUS**

5.1 Term. The term of this Agreement shall commence upon the Effective Date and continue for a term of one (1) year. Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one year terms unless terminated as provided herein.

5.2 Termination. This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days written notice of such termination to the non-terminating party in which event the Special Magistrate shall be paid compensation for services performed to the date of termination.

5.3 Assignment. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Special Magistrate, without the proper written consent of County. However, the Agreement shall run to the Escambia County Government and its successors.

5.4 All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms 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 or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

5.5 Notices. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

**FOR ESCAMBIA COUNTY:**

County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

**FOR SPECIAL MAGISTRATE:**

Coastal Association Law Group, P.L.  
139 E. Government Street  
Pensacola, FL 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.

5.6 **Conflict of Interest.** Special Magistrate affirms that his/her retention shall not result in an actual or potential conflict of interest with any party who may be affected by the award of this contract. Should any potential or existing conflict be known by the Special Magistrate, said Special Magistrate must specify the party with whom the conflict exists or might arise, the nature of the conflict, and whether the Special Magistrate would or would not step aside or resign from that engagement or representation creating the conflict. Special Magistrate shall not act as counsel to any third party or as an expert witness in any lawsuit in which the County is named as an adverse party.

5.7 **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.

5.8 **Public Records.** The Special Magistrate acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Special Magistrate fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Special Magistrate seven days written notice, during which period the Special Magistrate still fails to allow access to such documents, terminate the contract.

5.9 **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:

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Jack R. Brown, County Administrator

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: J. H. [Signature] ACIT  
Date: 2/3/15

**SPECIAL MAGISTRATE:**  
Coastal Association Law Group, P.L.

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

## **AGREEMENT FOR SPECIAL MAGISTRATE (PD 14-15.019)**

This **AGREEMENT** is made and entered into on this 5th day of March, 2015 (hereinafter "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and Litvak, Beasley, Wilson & Ball, LLP (hereinafter referred to as "Special Magistrate"), with offices located at 226 East Government Street, Pensacola, FL 32502 (each at times being referred to as "Party" or "Parties").

### **WITNESSETH:**

**WHEREAS**, the County issued a Request for Letters of Interest seeking the services of a Special Magistrate (PD14-15.019); and

**WHEREAS**, the County desires to enter into an agreement for the provision of such services as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, County and Special Magistrate agree as follows:

### **ARTICLE 1** **DEFINITIONS**

1.1 **Administrator** Whenever the term Administrator is used herein, it is intended to mean the County Administrator of the Escambia County Government or Designee. The Administrator is the administrative head of all departments of the County Government. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Administrator or Designee.

1.2 **Board of County Commissioners** Whenever the term Board of County Commissioners is used herein, it is intended to mean the Board of County Commissioners of Escambia County, Florida, which is the governing body of the Escambia County Government.

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1.4 **Special Magistrate** Whenever the term Special Magistrate is used herein, it is intended to mean the Special Magistrate, who will function in a quasi-judicial capacity and shall be subject to the same duties, rights and immunities as other judicial officers, including the duty to operate independently and impartially and to exercise discretion in formulating orders within the parameters of the jurisdiction granted. Robert O. Beasley, Esquire is the person selected to perform the services of Special Magistrate pursuant to this Agreement, and Robert O. Beasley, Esquire is a member of the Florida



Bar, in good standing, and has no less than five (5) years practice experience, which includes courtroom and administrative hearing experience.

## **ARTICLE 2** **SCOPE OF SERVICES**

2.1 The Special Magistrate hereby agrees to perform the services as outlined in Escambia County's Request for Letters of Interest Specification Number PD14-15.019, attached hereto as Exhibit A and as further provided in this Agreement. In the event of any conflict between the terms of the Exhibit and this Agreement, the terms of this Agreement shall prevail.

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2.3 The Special Magistrate agrees to perform the functions specifically set forth in Article I, Chapter 10 of the Escambia County Code of Ordinances, to include holding hearings relating to dangerous dog determinations.

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2.5 County hereby agrees to cooperate expeditiously and provide necessary administrative staff and financial support as may be reasonably required for the proper performance of the Special Magistrate's duties.

## **ARTICLE 3** **COMPENSATION AND METHOD OF PAYMENT**

3.1 County shall pay Special Magistrate a fee of One Hundred and Fifty Five Dollars (\$155.00) per hour and, in addition, the Special Magistrate may bill at the rate of Seventy Five Dollars (\$75.00) per hour for a paralegal. This fee includes all costs and expenses.

3.2 County agrees that it will make its best efforts to pay Special Magistrate within thirty (30) calendar days of receipt and approval (as to form) of Special Magistrate's invoice. Invoices shall reflect the time, place, date, duration and parties as to each hearing and shall reflect the number of hours expended for each such hearing. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

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**FOR ESCAMBIA COUNTY:**

County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

**FOR SPECIAL MAGISTRATE:**

Litvak, Beasley, Wilson & Ball, LLP  
226 East Government Street  
Pensacola, FL 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.

5.6 **Conflict of Interest.** Special Magistrate affirms that his/her retention shall not result in an actual or potential conflict of interest with any party who may be affected by the award of this contract. Should any potential or existing conflict be known by the Special Magistrate, said Special Magistrate must specify the party with whom the conflict exists or might arise, the nature of the conflict, and whether the Special Magistrate would or would not step aside or resign from that engagement or representation creating the conflict. Special Magistrate shall not act as counsel to any third party or as an expert witness in any lawsuit in which the County is named as an adverse party.

5.7 **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.

5.8 **Public Records.** The Special Magistrate acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Special Magistrate fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Special Magistrate seven days written notice, during which period the Special Magistrate still fails to allow access to such documents, terminate the contract.

5.9 **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:

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_   
Witness

\_\_\_\_\_   
Witness

By: \_\_\_\_\_   
Jack R. Brown, County Administrator

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal sufficiency.

By/Title: *[Handwritten Signature]*  
Date: 11/15/15

SPECIAL MAGISTRATE:  
Litvak, Beasley, Wilson & Ball, LLP

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_   
Witness

\_\_\_\_\_   
Witness



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

AI-7444

County Administrator's Report 11. 10.

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 03/05/2015

**Issue:** Health Care Broker/Consultant PD 14-15.020

**From:** Stephan Hall, Interim Department Director

**Organization:** OMB

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Healthcare Broker/Consulting Services - Stephan Hall,  
Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.020, for the Health Care Broker Consultants, and approve the Agreement for Healthcare Broker/Consulting Services between Escambia County and Aon Consulting, Inc., d/b/a Aon Hewitt, for a term of 12 months with 2 options for additional 12-month terms, in the estimated annual amounts, with the liability cap of \$500,000, as follows:

- A. Year 1: \$90,000;
- B. Year 2: \$50,000; and
- C. Year 3: \$50,000.

[Funding: Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54501]

**BACKGROUND:**

The Office of Purchasing advertised the Request for Proposals for Health Care/Broker Services in the Pensacola News Journal on December 22, 2014. A total of two responses were received on January 9, 2015. Aon Consulting, Inc. d/b/a Aon Hewitt was selected by the Proposal Review Committee for recommendation to award on January 20, 2015. The consultant will develop and conduct an RFP for the County's health insurance and another RFP for the County's Health Clinic Services, neither has been taken to market in the last four years. The consulting services agreement is to provide ongoing benefit consulting to Escambia County apart from any broker or agent who may be a servicing agent with a health insurance provider. The proposal from Aon Hewitt permits each element to be provided separately and not necessarily bundled.

**BUDGETARY IMPACT:**

Funding: Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54501

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney, Kristin Hual, prepared the Contract.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County, FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts. The Office of Purchasing advertised the Request for Proposals for Health Care/Broker Services in the Pensacola News Journal on December 22, 2014. A total of two responses were received on January 9, 2015. Aon Consulting, Inc. d/b/a Aon Hewitt was selected by the Proposal Review Committee for recommendation to award on January 20, 2015..

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the purchase order and distribute the agreement. Human Resource will serve as contract administrator.

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**Attachments**

Agreement

Register of Proposers

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**AGREEMENT FOR HEALTHCARE  
BROKER/CONSULTING SERVICES (PD 14-15.020)**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2015, 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 Aon Consulting, Inc. d/b/a Aon Hewitt (hereinafter referred to as "Consultant"), a foreign for-profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 22-232264, whose principal address is 200 East Randolph Street, Chicago, Illinois 60601, and whose business address is 7650 West Courtney Campbell Causeway, Suite 1000, Tampa, Florida 33607.

**WITNESSETH:**

**WHEREAS**, on December 22, 2014, the County issued an Request for Proposals (PD 14-15.020) seeking a Healthcare Broker/Consultant to perform certain healthcare broker and consulting services; and

**WHEREAS**, on January 9, 2015, the Consultant submitted a proposal in response to the County's Request for Proposals (the "Proposal") and the County determined that the Consultant was the most responsive and responsible firm proposing to provide the services; and

**WHEREAS**, the County desires to enter into an agreement with the Consultant for the provision of such services as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon the date last executed by the parties and continue for a term of one (1) year. Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one year terms. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of three (3) years.
3. **Scope.** Consultant agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Request for Proposals for Healthcare Broker/Consultant, Specification No. P.D. 14-15.020, attached hereto as **Exhibit A**, and the Consultant's Proposal, dated January 9, 2015, attached hereto as **Exhibit B**, as elected by County. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Consultant's provision of the scope of services referenced in Section 3 above, County shall pay Consultant in accordance with the following fee schedule for each elected service:

Conduct of Health Insurance Solicitation:	\$20,000
Conduct of Health Clinic Solicitation:	\$20,000
Ongoing Annual Consulting Services:	\$50,000

The parties agree that annual fees for all services provided during the initial term of this Agreement shall not exceed a maximum total of **Ninety Thousand (\$90,000.00) Dollars**. Annual fees for all services provided during subsequent terms of this Agreement shall not exceed a maximum total of **Fifty Thousand (\$50,000.00) Dollars**.

If Consultant provides insurance brokerage services, the parties further agree that Consultant may receive commissions from insurance brokerage services as disclosed in a separate comprehensive disclosure statement that will be provided in advance of insurance placements. Commission payments received by Consultant shall offset the cost of any annual consulting fees charged to County. If the commissions from insurance brokerage services do not cover the annual consulting fees, the County shall pay the difference to Consultant consistent with the terms of this Agreement. If the County removes Consultant as broker of record during the course of this Agreement, commissions are not subject to return and, additionally, if the commissions that have been received by Consultant are not sufficient to cover the annual consulting fees, the County shall pay the difference to Consultant. Consultant's brokerage services are provided consistent with the Disclosures set forth in **Exhibit C** hereto.

5. Purchase Orders. The County shall assign tasks to the Consultant in writing utilizing task orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a task order may be compensated.

6. Method of Payment/Billing. Subject to the terms of Paragraph 4 above, Consultant may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Consultant within thirty (30) days of receipt and approval of Consultant's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days written notice to the other party. In the event



of termination by either party as provided herein, the Consultant shall be paid for services provided through the date of termination.

8. Indemnification. Consultant shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, (collectively, "Losses") arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Consultant in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Consultant relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. Consultant's liability for all Losses (whether direct or indirect) arising in a Service Year (as defined herein) shall not exceed \$500,000.00. For purposes of this Agreement, "Service Year" shall be defined as the twelve month period commencing on the date this Agreement is last executed and each anniversary thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. The Consultant is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Professional Liability with \$1,000,000 per occurrence minimum limits.

(c) Florida statutory Workers' Compensation.

(d) It is understood and agreed by the parties that in the event that the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(e) Consultant agrees all liability coverage shall be through carriers admitted or authorized to do business in the State of Florida. Carriers shall be "B+" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597.

(f) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on the policy of commercial general liability. Certificates of Insurance shall be provided to Joseph Pillitary, Jr., Purchasing

Coordinator, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County described in this section. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Consultant is an independent contractor. Consultant shall not hold itself out as an employee, agent or servant of the County; and Consultant shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Aon Consulting, Inc.  
d/b/a Aon Hewitt  
Attention: Ann Gebhard  
7650 W. Courtney Campbell Cswy  
Suite 1000  
Tampa, Florida 33607

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

With copy to:  
Assistant General Counsel  
Health and Benefits  
Aon Consulting, Inc.  
200 East Randolph Street, 8<sup>th</sup> Floor  
Chicago, Illinois 60601

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.

12 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.

13. Public Records. The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Consultant seven days written notice, during which period the Consultant still fails to allow access to such documents, terminate the contract.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Consultant without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. 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.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 2/13/15

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Steven Barry, Chairman

Date: \_\_\_\_\_

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

BCC Approved: \_\_\_\_\_

CONSULTANT: AON CONSULTING, INC.  
D/B/A AON HEWITT

ATTEST:

By: \_\_\_\_\_  
Ann Gebhard, Vice President

By: \_\_\_\_\_  
Corporate Secretary  
(SEAL)

Date: \_\_\_\_\_

ESCAMBIA COUNTY FLORIDA  
REQUEST FOR PROPOSAL  
PROPOSER'S CHECKLIST  
HEALTH CARE BROKER CONSULTANT  
SPECIFICATION PD 14-15.020

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

*\* Documents submitted with Bids are to be on the forms provided in the Invitation to Proposals and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

- SOLICITATION, OFFER AND AWARD FORM WITH ORIGINAL SIGNATURE AND ONE (1) ORIGINAL SUBMITAL FORM (EXHIBIT B) AND ONE (1) CD CONTAINING ALL THE INFORMATION

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INDEMNIFICATION
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:  
PLACED YOUR PROPOSALS WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSALS RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:
- CERTIFICATE OF INSURANCE
- HOW TO SUBMIT A NO PROPOSAL

IF YOU DO NOT WISH TO PROPOSALS AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSALSSOLICITATION PACKAGE AND ENTER NO PROPOSALS IN THE "REASON FOR NO BID" BLOCK. YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR PROPOSALS ONLY.  
DO NOT RETURN WITH YOUR BID**



**ESCAMBIA COUNTY  
FLORIDA**

**REQUEST FOR PROPOSAL**

**HEALTH CARE BROKER CONSULTANT**

**SPECIFICATION NUMBER PD 14-15.020**

PROPOSALS WILL BE RECEIVED UNTIL: 3:00 p.m., CST, Friday, January 9, 2014

**Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591**

**Board of County Commissioners**

**Steven Barry, Chairman  
Grover Robinson, IV, Vice Chairman  
Wilson B. Robertson  
Doug Underwood  
Lumon J. May**

**Procurement Assistance:  
Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4878  
Email: [joe\\_pillitary@co.escambia.fl.us](mailto:joe_pillitary@co.escambia.fl.us)  
Website: [www.myescambia.com](http://www.myescambia.com)**

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.**

**NOTICE**

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.**

## **NOTICE**

**In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all Proposals solicitation documents shall include the following notice to vendors of the local vendor preference policy:**

**Preference in purchase of commodities and services by means of competitive bid.**

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

**Competitive Proposals (local price match option).** Each formal competitive Proposals solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price Proposals between \$50,000 and \$249,999, and the Proposals submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest Proposals (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price Proposals between \$250,000 and \$999,999, and the Proposals by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest Proposals (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price Proposals in excess of \$1,000,000, and the Proposals by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest Proposals (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest Proposals the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

# HEALTH CARE BROKER CONSULTANT

SPECIFICATION NUMBER PD 14-15.020

## TABLE OF CONTENTS

Forms marked with an (\* Asterisk) must be returned with Offer.  
Forms marked with a (\*\* Double Asterisk) should be returned with Offer.

	<u>Page</u>
Solicitation, Offer and Award Form *	3
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes **	4
Drug Free Workplace Form **	6
Information Sheet for Transactions and Conveyances Corporation Identification **	7
List of General Terms and Conditions (Incorporated by Reference)	9
Special Terms and Conditions	11
Request for Proposal Uniform Contract Format	19
EXHIBIT A	
EXHIBIT B	



# SIGN AND RETURN THIS FORM WITH YOUR PROPOSALS\*\*

## SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator  
Office of Purchasing, 2nd Floor, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Post Office Box 1591, Pensacola, FL 32591-1591  
Phone No: (850) 595-4878 Fax No: (850) 595-4807

ESCAMBIA COUNTY FLORIDA

Request for Proposal

HEALTH CARE BROKER CONSULTANT  
SOLICITATION NUMBER: PD 14-15.020

### SOLICITATION

MAILING DATE: Monday, December 22, 2014

PRE-PROPOSAL CONFERENCE: NA

OFFERS WILL BE RECEIVED UNTIL: 3:00pm, CST, Friday, January 9, 2015 and may not be withdrawn within 90 days after such date and time.

### POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

### OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: \_\_\_\_\_

TERMS OF PAYMENT: \_\_\_\_\_

DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: \_\_\_\_\_

REASON FOR NO OFFER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, ST. & ZIP: \_\_\_\_\_

PHONE NO.: (\_\_\_\_) \_\_\_\_\_

BOND ATTACHED S \_\_\_\_\_

TOLL FREE NO.: (\_\_\_\_) \_\_\_\_\_

FAX NO.: (\_\_\_\_) \_\_\_\_\_

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
(TYPED OR PRINTED)

\*\*  
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

### AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the Proposals of the awarded contractor is incorporated by reference herein and made a part of this contract.

#### CONTRACTOR

Name and Title of Signer (Type or Print)

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name of Contractor

By \_\_\_\_\_  
County Administrator Date

By \_\_\_\_\_  
Signature of Person Authorized to Sign Date

WITNESS \_\_\_\_\_  
Date

ATTEST: \_\_\_\_\_  
Corporate Secretary Date

WITNESS \_\_\_\_\_  
Date

(CORPORATE SEAL)

ATTEST: \_\_\_\_\_  
Witness Date

Awarded Date \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Witness Date

Effective Date \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)
- by \_\_\_\_\_  
(print individual's name and title)
- for \_\_\_\_\_  
(print name of entity submitting sworn statement)
- whose business address is

\_\_\_\_\_

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:

\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposals or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to Proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(signature)

Sworn to an subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

**Drug-Free Workplace Form**

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposals copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

**Check one:**

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

**Is this a Florida Corporation** (Please Circle One)  
Yes or No

**If not a Florida Corporation,**  
In what state was it created: \_\_\_\_\_  
Name as spelled in that State: \_\_\_\_\_

**What kind of corporation is it:** "For Profit" or "Not for Profit"

**Is it in good standing:** Yes or No

**Authorized to transact business  
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

**Does it use a registered fictitious name:** Yes or No

**Names of Officers:**  
President: \_\_\_\_\_ Secretary: \_\_\_\_\_  
Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_  
Director: \_\_\_\_\_ Director: \_\_\_\_\_  
Other: \_\_\_\_\_ Other: \_\_\_\_\_

**Name of Corporation (As used in Florida):**

\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**  
Post Office Box: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2  
Corporate Identification

**Federal Identification Number:** \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** \_\_\_\_\_ E-mail: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

**Name of individual who will sign the instrument on behalf of the company:**

\_\_\_\_\_  
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

**Title of the individual named above who will sign on behalf of the company:**

\_\_\_\_\_

END

---

(850) 488-9000      Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Proposals Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Proposals Information** See Home Page URL: <http://www.myescambia.com>  
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalent**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,  
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**



## SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 14-15.020, "Health Care Broker Consultant", Name of Submitting Firm, Time and Date due.**  
**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

### **Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for Proposals or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting Proposal protest is resolved or the solicitation is otherwise canceled.

**Lobbying** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

### **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

### **SCOPE OF SERVICES – Exhibit A**

#### **2. Procurement Questions**

Procurement questions may be directed to Joe Pillitary, Purchasing Coordinator, (850) 595-4878, Fax (850) 595-4807. Written questions no later than 5:00 p.m., CST, Thursday, January 15, 2015.

#### **3. Proposal Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Proposal Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces, one (1) original submittal form (EXHIBIT B) and one (1) CD containing all the information. Responses on vendor forms will not be accepted.

#### **4. Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502

#### **5. Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night. The Proposal Form provides for the emergency information to be supplied. Please be sure to include all this information when returning your bid.

## **Contract Information**

### **NOTICE**

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

6. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

7. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

8. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

9. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

10. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

11. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

12. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

13. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the proposal form. The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid/proposal form, for less than \$1000.00 per individual transaction. The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the proposal form.

14. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

15. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting Proposal bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

16. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

17. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

18. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

## **Insurance Requirements**

### **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

### **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General Liability Coverage - Occurrence Form Required**

Form CGI, with \$1,000,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

**Excess or Umbrella Liability Coverage**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

**Professional Liability/Malpractice/Errors and Omissions Insurance**

The contractor shall purchase and maintain professional liability or malpractice or errors and omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be not later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Joe Pillitary  
Office of Purchasing, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4807
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

20. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by

Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.



## **REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT**

- **Proposers Checklist**
- **Request for Proposals - Title Page**
- **Table of Contents**
- **Solicitation, Offer and Award Form**
- **Proposal Form(s)**
- **Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes**
- **Drug-Free Workplace Form**
- **Information Sheet for Transactions and Conveyances and Corporate Identification**
- **General Terms and Conditions (By Reference)**
- **Special Terms and Conditions (Include Indemnification, Safety and Insurance)**
- **Request for Proposals Response Format.**

### **Part A**

**Purpose**  
**Background**  
**Scope of Services**  
**Specific Performance**  
**Ongoing Consulting Services**  
**Format and Content**  
**Requirements**  
**Process (Criteria for Selection)**  
**Schedule**  
**Submission Due Date**  
**Information Provided/Additional Information**  
**Addenda**  
**Waiver/Rejection of Submissions**

### **Part B**

**Submission Form**  
**Agent Qualifications and Experience**  
**Commitment to Customer Service**  
**Firm Qualifications**  
**Renumeration/Services Included**  
**Reasons for Broker/Consultant Selection/Uniqueness/Special Advantages**

## **EXHIBIT A**

### **Purpose**

This is a request for interested persons/firms to submit their credentials and qualifications to the Escambia County Human Resources Department for consideration during a consultant/broker qualification process.

Qualifications are requested for the purposes of determining a consultant/broker for services listed below. This is not an agent of record solicitation.

### **Background**

The BOCC Provides:

- Health Insurance coverage for all Board of County Commissioners, Clerk of Circuit Court, Property Appraiser, Supervisor of Elections, Tax Collector, Santa Rosa Island Authority, Escambia County Human Relations Council, Escambia County Finance Authority, the Escambia County Health Authority and retirees.
- Health Clinic includes all entities (eligible for the Counties health plan and have other health coverage) and retirees (that have group health coverage) through the County, including the Sheriff.
- Benefit Advisory Services will be for all entities, except for the Sheriff.

Escambia County, Florida is located in Northwest Florida and Pensacola is the County's principal city. Escambia County has 1,800 employees and 195 retirees eligible for our health plan with over 3,500 covered lives. The Escambia County Employee Health Clinic (Clinic) includes the Sheriff's department employees, which is an additional 700 employees 40 retirees with over 1,700 additional lives.

Escambia County is fully insured for its health insurance and the County clinic is a free standing clinic to assist in reducing our overall health cost.

### **Scope of Services**

To provide brokerage/consultant services for the Escambia County Board of Commissioners under the direction of the Escambia County Human Resources Department. Responsible to develop, coordinate and evaluate the Request for Proposal process for the Health Care insurance and health clinic. Be available in an advisory capacity in the relationship of current laws relating to all benefit programs. Assist in providing the best option for the County to pursue in regards to plan design, funding, and any other options to be cost effective and meet all federal and state law requirements. To provide assistance to the Human Resources Department throughout the year with needed evaluations in order to minimize cost and risk to the County with regard to benefits and the clinic.

### **Specific Performance**

Conduct of RFP's

1. Complete the development and overview of the RFQ process for the overall health insurance program; and

2. Complete the development and overview of the RFQ process for the health clinic.  
Ongoing Consulting Services
  1. Maintain a one business day response time for benefits and insurance consultation;
  2. Attend meetings with the County on an as needed or requested basis during the year;
  3. Research and gather information to support the County's efforts with regard to cost control and how best to service the employees and retirees in regards to design of benefit plans; and
  4. Assist in achieving a better communication plan to educate employees and retirees on how to most efficiently utilize the County benefit plans.

### **Format and Content**

The County discourages overly lengthy and costly responses. In order for the County to evaluate qualifications fairly and completely, submitters should follow the format set out herein and provide all of the information requested.

Submitters shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of qualifications. Provide one (1) paper copy and one (1) complete submittal on CD (compact disc).

Pricing should be identified for conduct of each assignment under the Conduct of RFP section and a bundled or individual cost for the items under the Ongoing Consulting Services section.

### **Requirements**

The firm selected will be an established experienced organization with a strong history of representing large clients and public entities as a consultant/broker for the purposes of procuring services as defined herein.

Provide a statement of the firm's qualifications. Explain how the firm is organized and how its resources will be utilized on the County's behalf. Including, as a minimum:

- a. Staff – Names, resumes, professional credentials, experience, and a list of current clients.
- b. Identify the individual or individuals available to work with Escambia County.
- c. Firm – Include a summary of work and professional experience relative to the Scope of Services, and document relative experience.
- d. List of any governmental clients and years of experience and types of experience with those entities identified. Include entity's contact person, telephone number and e-mail address.
- e. The firm's accessibility to Pensacola, Florida.
- f. Authorization to contact represented entities to discuss firm's performance.

- a. Any other qualifications and experience which you consider to be significant, innovative, or otherwise relevant to the County's consideration of the firm in regard to this solicitation.

Escambia County reserves the right to accept or reject any qualification.

**Process**

The qualifications review process will be initiated through the Office of Purchasing and a review by the Benefits Committee. The Committee will review the qualifications and select a qualified firm or firms to begin the negotiation process to represent the County as its broker/consultant for the development of RFQs for health clinic and health insurance along with being an advisory capacity for benefits related issues. The first requirement will be for the development of RFQs for the health clinic and health insurance coverage to commence by January 1, 2016. Future assignments will be made as needed.

<u>Criteria</u>	<u>Weight</u>
Qualifications	20%
Experience	30%
Technical Approach	10%
Cost	40%
Total	100%

**Schedule**

The following schedule is proposed and shall be considered tentative and may be followed as practical in all actions related to this procurement:

- a. Mailing date of request for Qualification Monday, December 22, 2015
- b. Receipt of Qualifications Friday, 3:00 p.m., CST, January 9, 2015
- c. Review of Qualifications Thursday, 10:00 a.m., CST, January 15, 2015
- d. Negotiations Thursday, 10:00 a.m., CST, January 22, 2015

**Submission Due Date:**

All interested firms must complete and submit responses to the RFQ (including completed accompanying submission form) in one (1) original and one (1) CD containing the submittal on or before 3:00 p.m., CST, January 9, 2015.

Submissions shall be sealed and marked "Request for Qualifications for Broker/Consultant, Escambia County", RFQ; PD 14-15.020, Friday, January 9, 2015. Submissions may be delivered or mailed to:

Escambia County BCC  
Office of Purchasing  
Matt Langley Bell III Building  
213 Palafox Place, 2<sup>nd</sup> Floor  
Pensacola, FL 32502  
Attn: Joe Pillitary, CPPO, CPPB

If submissions are mailed, we suggest that submitters obtain a delivery receipt from delivery carriers for record. Faxed submissions will not be accepted.

**Information provided/additional Information**

Basic background information is provided herein to facilitate submissions. Much effort was made to provide necessary and accurate information when the request was prepared, but the County is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of submitter to assure that they have all information necessary to their submissions. If more information is needed, please contact on the following:

Procurement Assistance: Joe Pillitary, CPPPO, CPPB, Purchasing Coordinator  
Telephone: (850) 595-4878 Fax: (850) 595-4807  
Email: [joe\\_pillitary@myescambia.com](mailto:joe_pillitary@myescambia.com)

Technical Assistance: John Weber, Human Resources Supervisor  
Telephone: (850) 595-4681 Fax: (850) 595-4966  
Email: [jaweber@myescambia.com](mailto:jaweber@myescambia.com)

**Addenda**

Any changes made in the RFQ will be brought to the attention of all who have provided proper notices of interest in providing the services solicited herein.

**Waiver/Rejection of Submissions**

All responsive submissions will be considered. However, the County reserves the right to waive informalities in submissions, to reject, with or without cause, any or all submissions or portions of submissions, or to negotiate or not negotiate with or interview or not interview individual submitters, or to accept any submissions deemed to be in the best interest(s) of the County.

## **EXHIBIT B**

### **Submission Form For Qualification for Broker/Consultant**

1. Broker/Consultant Name:
2. Firm Name:
3. Address:
4. Telephone: Email:

#### **Agent Qualifications & Experience**

5. How many years have you been a broker/consultant?
6. How many years have you been with your present firm?
7. Have you attached background information on yourself, e.g. resume?
8. Do you have special professional qualifications or professional designations?
9. What is your experience with medical insurance plans of similar or greater size, complexity and magnitude?
10. What is your experience with medical insurance plans for public entities of similar or greater size, complexity and magnitude?
11. What is your experience with employer sponsored health clinics?
12. How many public entities do you service?
13. Are you experienced with all the items listed in the Scope of Services? If not, explain.

#### **Commitment to Customer Service**

14. What is your commitment to County service, including frequency of contact, availability for meetings with staff, committees, etc?
15. Will you commit to proactive and aggressive pursuit of negotiation of favorable policy terms, conditions and pricing, benefits and servicing of insurance coverage?
16. Provide examples of such proactive and aggressive negotiations, etc.

#### **Firm Qualifications**

17. What size is your agency's local office, in number of professionals and non-professionals that will serve the County?
18. Which Florida office of your firm will provide the ongoing services to the County?
19. Will any other office be involved: to what extent? Be specific.
20. How many years has the firm been in business?
21. What is your firm's experience with medical insurance plans for groups of similar or greater size, complexity and magnitude?
22. What is your firm's experience with medical insurance plans for other public entities of similar or greater size, complexity and magnitude?
23. What is your firm's experience with employer sponsored health clinics?

24. How many public entities does your firm service?
25. Have you provided background information on the range of your firm's services?
26. Are the key persons designated to service the County's account appropriately licensed by the State of Florida? Please list the following:
27. Have you attached details of the experience of those persons (non-licensed personnel you intend to assign) with accounts and/or public entities with similar size and complexity as the County?
28. State the amount of errors and omission insurance for the firm and the name of the insurer.

#### **Remuneration/Services Included**

29. State your total remuneration (as commission, maximum commission, etc.) for all the services you will provide that are related to the scope of services. Is the remuneration negotiable?
30. For how many years are you willing to guarantee this level of remuneration?
31. Do you understand that the County expects costs to commensurate with the services provided?
32. Provide your estimate of the number of hours of service that you expect to provide to the County for the remuneration received.
33. Explain how this represents good value to the County.
34. Will you provide the full scope of Broker/Consultant services as outlined in the RFQ?
35. Do you understand that the contract term (and term of remuneration) will be (1) one year, see Special Conditions.
36. Is your proposed remuneration inclusive of the full scope of services to be provided throughout the year, including those related to the following year's renewal? To what extent are there also fees to be additionally charged for services? Explain.
37. Will you agree not to accept any insurer offers to pay incentive remuneration, contingency commissions, bonuses, overrides or other forms of additional income to you or your firm?
38. Do agree to allow and pledge full cooperation to the County if it (at its option) desires an audit regarding the County's expenditures for the insurance program and all related remuneration to the agency and agents and others involved?
39. Do you agree to disclose all compensation of any sort received by your firm from any proposer?

#### **Reasons for Broker/Consultant Selection/Uniqueness/Special Advantages**

40. Reasons for the County qualifying you and your firm: Describe below and/by attachment the key reasons you and your firm should be qualified by the County to be the broker/consultant. Emphasize issues that make you and or the firm unique, or give you/it special advantages over other submitters and how these are of value to the county for its benefit programs. Attach any supplemental documentation you think is relevant to being selected.

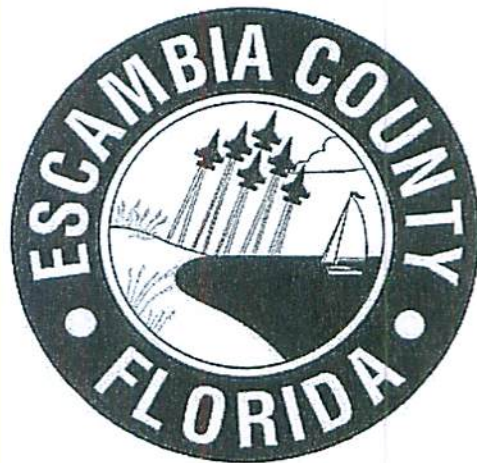
**Consulting**  
Health & Benefits

# Health Care Broker Consultant

Escambia County Florida

Specification PD 14-15.020

*Original*



*January 9, 2015*

## CONTACT

Ann Gebhard  
Vice President, Aon Hewitt  
7650 West Courtney Campbell Causeway  
Suite 1000  
Tampa, FL 33607  
t +1.813.636.3117  
f +1.813.636.3010  
ann.gebhard@aonhewitt.com

**AON** Hewitt





# Table of Contents

Section 1: Statement of Firm’s Qualifications	5
Why Aon Hewitt?	5
What we have accomplished for other FL Public Sector clients	6
What we are prepared to do	6
Staff Resumes	7
Client References	11
Section 2: Proposal Forms	13
Solicitation, Offer and Award Form	13
Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes	15
Drug-Free Workplace Form	17
Information Sheet for Transactions and Conveyances and Corporate Identification	19
Corporate Information	21
Section 3: Exhibit B – Submission Form – Agent Qualifications & Experience	23
Commitment to Customer Service	25
Firm Qualifications	27
Remuneration / Services Included	41
Reasons for Broker/Consultant Selection / Uniqueness / Special Advantages	43
Appendix	45
Sample Communication Piece	
Sample Legislative Alert	
Sample Financial Report	
Sample Financial Report	

## Section 1: Statement of Firm's Qualifications

January 6, 2015

Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator  
Escambia County Board of County Commissioners  
Office of Purchasing, 2<sup>nd</sup> Floor, Room 11.101  
213 Palafox Place  
Pensacola, FL 32502

Re: Healthcare Broker Consultant – Specification PD 14-15.020

Dear Joe:

Thank you for allowing Aon Hewitt the opportunity to participate in your search for an unbiased advisor to deliver health & benefits brokerage and consulting services to the Escambia County Board of County Commissioners (the County). We have put together a team comprised of consultants who have years of public sector experience and our proposal is responsive to your scope of services with an approach that will target specific cost savings for the County.

We have carefully read the RFP, and can provide all of the services indicated. All of the requested information is included in our response. A partnership with Aon Hewitt will allow the County to provide benefits to its employees, retirees, and their dependents that are not only beneficial, but that are also compliant and cost-effective.

Why Aon Hewitt?

- Our unparalleled experience and client list in public sector with over 1000 clients nationally, allows us to provide the most timely and innovative solutions, while understanding the needs of this complex market place.
- The actuarial methodologies, systems, and peer review processes in place at Aon Hewitt lead to accurate numbers that the County can count on.
- The team we have selected has experience that is suited to your needs—and energized by the possibility of serving you!
- We will deliver innovative solutions for the County with measureable Return on Investment (ROI), with a bottom line cost and benefits focus.
- We will be stewards of the County's benefits program and work collaboratively with the County Team to achieve its goals and objectives.
- Our tools and technology are truly unmatched! We spend over \$10M annually on tools and technology related to all facets of Human Resources.

Our intent with this proposal is to build upon the value we have created for our Florida & national clients and leverage that knowledge and experience with new innovation and solutions. Our response will demonstrate our commitment to the County, its employees, retirees, dependents and taxpayers.

What we have accomplished for other FL Public Sector clients

- ✓ \$17M 2013 medical plan savings with 2013 per capita costs only slightly higher than 2012 costs.
- ✓ Aon Hewitt leveraged renewal negotiations (over \$4M reduction from insurance carrier for 2013 as a result of the "Aon Hewitt Factor").
- ✓ Aon Hewitt expertise has resulted in below trend increases for the past seven years.
- ✓ Diabetes cost moved from #2 to #19 due in great part to the efforts of our wellness consultant.

What we are prepared to do

- ✓ Place up to 25% of annual consulting fees at risk based on mutually agreed measures.
- ✓ Prepared to be worthy stewards of the County Employee Benefits Programs.
- ✓ Provide the County Team with direct access to the Aon Hewitt Actuarial Team.
- ✓ Provide the County Team with direct access to the Aon Hewitt Clinical Team.
- ✓ Dedicate a Florida team to the County locally from Tampa.
- ✓ Direct access to Aon Hewitt State and Local Government Practice Thought Leadership.

Our track record, unparalleled capabilities and local Florida team genuinely match the needs of the County. We appreciate the opportunity to serve the County, initiate a partnership and detail our future commitment.

In the pages that follow, we provide responses to each requirement outlined in the RFP, with specific examples of how our experience with public sector plans, our unmatched team, and our exceptional capabilities enable Aon Hewitt to be the right choice for providing services to the County. We look forward to the opportunity to share more detail with your evaluation team.

I, Ann Gebhard, Vice President am authorized to make representations on behalf of Aon Hewitt and will lead the Account Team that will service the County. This team also services the Escambia County School District and is consistently available to meet in Pensacola. Team member names, resumes, professional credentials, experience and current clients are listed on the following pages. The County is authorized to contact these entities to discuss Aon Hewitt's performance.

Please let us know if we can assist in any way as you work through the selection process.

Sincerely,



Ann Gebhard, Vice President  
7650 West Courtney Campbell Causeway, Suite 1000  
Tampa, FL 33607  
(813) 636-3117

## Staff Resumes

<b>Name:</b>	Ann Gebhard
<b>Title:</b>	Vice President, Account Manager
<b>Location:</b>	Tampa office
<b>Responsibilities:</b>	<ul style="list-style-type: none"> <li>Lead Strategic Planning Process</li> <li>Prepare &amp; Deliver Stewardship Report</li> <li>Develop &amp; Execute Service Plan</li> <li>Conduct Peer Review</li> <li>Monitor Market Conditions</li> <li>Renewal Negotiations</li> <li>Benchmark Plan Data</li> <li>Conduct RFP Process</li> <li>Execute Plan Implementation</li> </ul>
<b>Qualifications:</b>	<p>Ann has 25 years of industry experience in human resources and benefit management including roles with both employers and consulting organizations. Immediately prior to joining Aon, Ann spent 5 years with two global human capital consulting organizations. In her consulting engagements, she has provided expertise in areas of benefit strategy development, benefit plan evaluation and renewal, HR implications of mergers and acquisitions, wellness program and consumer driven plan implementation and broader talent management support. Ann has spoken at the Annual Meeting of the Society of Human Resource Management and local ISCEBS chapters in Florida.</p> <p>Her employer experience includes 5 years with Anheuser-Busch Companies in their corporate benefits group. While at Anheuser-Busch, Ann was selected to participate in its Leadership Development Counsel and spearheaded the development and launch of a company wide wellness program.</p> <p>Ann's educational background includes a Bachelor of Science degree in Chemistry and Biology from Madonna University in Detroit, and graduate studies in Organizational Psychology at Southern Illinois University.</p>
<b>Public Sector Clients:</b>	Volusia County Schools, Clay County Schools

<b>Name:</b>	Jeff Jinks
<b>Title:</b>	Vice President and Client Executive
<b>Location:</b>	Tampa office
<b>Responsibilities:</b>	<p>Marshall Aon Resources          Assist Strategic Planning          Leverage Vendor Partnerships          Assess Competitive Strategies</p>
<b>Qualifications:</b>	<p>Prior to joining Aon in 2001, Jeff worked for 12 years with Prudential, managing a branch as well as a book of benefits clientele. His experience at Prudential also included Corporate Marketing, Training and Development, Affinity Marketing, and Voluntary Benefits.</p> <p>During his 23 years in the industry, Jeff has delivered insurance and financial services to clients as well as developed internal and external business strategies. Prior to assuming the Tampa Market Leader position, Jeff led the Aon Consulting U.S. Sales Operations team, integrating our national technology, marketing, practice and sales disciplines.</p> <p><b>Education and Professional Affiliations:</b> Jeff holds a B.S. degree in Industrial Management from Clemson University.</p>
<b>Public Sector Clients:</b>	Manatee County Government, Manatee County Schools

<b>Name:</b>	Sue Grimm
<b>Title:</b>	Consultant and Project Manager
<b>Location:</b>	Tampa office
<b>Responsibilities:</b>	<ul style="list-style-type: none"> <li>Resolve Carrier Issues</li> <li>Review Contracts</li> <li>Answer day-to-day Questions</li> <li>Manage Service Calendar</li> <li>Coordinate Enrollment Support and Communication</li> </ul>
<b>Qualifications:</b>	<p>Sue Grimm is an Assistant Vice President in Aon's Tampa Health &amp; Benefits department. She has over 22 years of experience in Human Resources and Group Benefits. Her primary function is to provide project leadership, act as primary point of contact for day to day operations, provide support to clients, provide assistance with their employee service administration issues, vendor negotiations, plan designs and implementation, plan compliance issues, and the review of health and welfare plans.</p> <p>Sue has extensive experience in assisting clients with the design, administration, and communication of their employee benefit plans. She has experience working from both a consulting and client perspective. Sue has worked with employers of various sizes in both the private and public sectors.</p>
<b>Public Sector Clients:</b>	Escambia County Schools, Pinellas County Schools, Manatee County Schools

<b>Name</b>	Ed Vargas
<b>Title</b>	Senior Vice President
<b>Location</b>	Tampa, FL
<b>Responsibilities</b>	Ed is the Market Leader for the Greater Florida Market and as such is responsible for all activities around client retention, market development and revenue growth for all practice areas within Aon Hewitt.
<b>Qualifications</b>	Ed's other key responsibility is to ensure that Aon Hewitt Consulting teams within the Health & Benefits Practice have the knowledge, tools and training to service the 250+ Aon Clients managed in the Florida Market. This includes expertise in Underwriting, Wellness, Financial Analysis, Financial Strategy, Plan Structuring (PSC) and Actuarial Services. Additional areas of oversight include Regulatory Compliance, Vendor Management, Communication Strategy and Financial & Eligibility Audits. Ed has over 25 years of experience in employee benefits consulting with specializations in client / carrier negotiations, underwriting analysis, financial strategy, executive benefits and communications.
<b>Education</b>	Bachelor s Degree in Business Administration at Florida International University.

<b>Name</b>	Amanda Brooke Kross
<b>Title</b>	Actuary
<b>Location</b>	Tampa, FL
<b>Professional Designation(s)</b>	ASA, EA, MAAA
<b>Responsibilities</b>	<p>Amanda Brooke has 11 years of experience in the design and financing of employee benefit programs. Her actuarial and consulting experience includes pricing, projections, renewal negotiations, claims reserve modeling, Florida 112.08 filings and plan design consulting.</p> <p>Amanda Brooke is currently on the client management teams for City of Coral Springs, City of Miami, Volusia County Schools and Lee County Schools.</p>
<b>Education</b>	Bachelor of Arts with a double major in Mathematics and Economics from the Vanderbilt University

## Client References

### Reference 1

Client:	Escambia County School District
Contact Person:	Kevin T. Windham, CFE, CSRSM
Title	Director Risk Management & Benefits
Address:	75 North Pace Blvd., Pensacola, FL 32505
Phone and Fax#:	P - 850-469-6218 F – 850-469-6293
Email:	<a href="mailto:kwindham@escambia.k12.fl.us">kwindham@escambia.k12.fl.us</a>
Services offered	Full Service H&B Consulting, Communications
Project Size	8,000 – Fully insured
Length of Service	Client since 2014

### Reference 2

Client:	Volusia County School District
Contact Person:	Sandy Higginbotham
Title	Risk Manager
Address:	200 N. Clara Avenue, Deland, Florida, 32720
Phone and Fax#:	P - 904-734-7190 F – 386-736-5762
Email:	<a href="mailto:skhiggin@volusia.k12.fl.us">skhiggin@volusia.k12.fl.us</a>
Services offered	Project H&B Consulting, Communications
Project Size	8,000 – Fully insured
Length of Service	Client since 2005

### Reference 3

Client:	Clay County School District
Contact Person:	Sheila Gann
Title	Coordinator of Health Benefits
Address:	900 Walnut Street, Green Cove Springs, FL 32043
Phone and Fax #:	P – 904-529-4919 F- 904-284-6525
Email:	<a href="mailto:sgann@mail.clay.k12.fl.us">sgann@mail.clay.k12.fl.us</a>
Services Offered	Full Service H&B Consulting, Communications
Project Size	5,000 – Fully insured
Length of Service	Client since 2003



Reference 4

Client:	Lee County Board of County Commissioners
Contact Person:	Christine Brady
Title	Assistant County Manager
Address:	2115 Second Street, Fort Myers, FL 33901
Phone and Fax#:	P – 239-533-2245 F – 239-485.2262
Email:	<a href="mailto:cbrady@leegov.com">cbrady@leegov.com</a>
Services offered	Full Service H&B Consulting, Communications, Elective Benefits
Project Size	5000 – Self funded
Length of Service	Client since 2013

Reference 5

Client:	Pinellas County School District
Contact Person:	Ted Pafundi
Title	Director of Risk Management & Insurance
Address:	301 4 <sup>th</sup> Street SW, Largo, FL 33770
Phone and Fax#:	P - 727-588-6282 F - 727-588-6182
Email:	<a href="mailto:pafundit@pcsb.org">pafundit@pcsb.org</a>
Services Offered	Full Service H&B Consulting, Communication, Benefit Administration
Project Size	13,000 – Fully Insured
Length of Service	Client Since 1988

Reference 6

Client:	The County of Manatee
Contact Person:	Kim Stroud, MA, LMHC
Title	Benefits Manager
Address:	1112 Manatee Avenue West, Bradenton, FL 34205
Phone and Fax#:	P - 941-748-4501 x6432
Email:	<a href="mailto:kim.stroud@mymanatee.org">kim.stroud@mymanatee.org</a>
Services Offered	H&B Strategy Development, Actuarial Projections, RFP Development
Project Size	3,000 – Self funded
Length of Service	Client since 2008

## Section 2: Proposal Forms

# SIGN AND RETURN THIS FORM WITH YOUR PROPOSALS\*\*

## SOLICITATION, OFFER AND AWARD FORM

### SUBMIT OFFERS TO:

**Joe Pillitary, CPPO, CPPB**  
**Purchasing Coordinator**  
 Office of Purchasing, 2nd Floor, Room 11.101  
 213 Palafox Place, Pensacola, FL 32502  
 Post Office Box 1591, Pensacola, FL 32591-1591  
 Phone No: (850) 595-4878 Fax No: (850) 595-4807

ESCAMBIA COUNTY FLORIDA

Request for Proposal

**HEALTH CARE BROKER CONSULTANT**  
**SOLICITATION NUMBER: PD 14-15.020**

### SOLICITATION

MAILING DATE: Monday, December 22, 2014

PRE-PROPOSAL CONFERENCE: NA

OFFERS WILL BE RECEIVED UNTIL: 3:00pm, CST, Friday, January 9, 2015 and may not be withdrawn within 90 days after such date and time.

#### POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

### OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

22-2232264

TERMS OF PAYMENT:

DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Aon Consulting, Inc. dba Aon Hewitt

ADDRESS: 7650 W. Courtney Campbell Causeway, Suite 1000

CITY, ST. & ZIP: Tampa, FL 33607

PHONE NO.: (813) 636-3000

TOLL FREE NO.: ( )

FAX NO.: (813) 813-636-3010

REASON FOR NO OFFER:

BOND ATTACHED \$ \_\_\_\_\_

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same material, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if this offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County receives final payment on the offeror.

Ann Gebhard, Vice President

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

*Ann Gebhard*

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

### AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the Proposals of the awarded contractor is incorporated by reference herein and made a part of this contract.

#### CONTRACTOR

Name and Title of Signer (Type or Print)

Name of Contractor

By \_\_\_\_\_

Signature of Person Authorized to Sign

Date

ATTEST:

Corporate Secretary

Date

[CORPORATE SEAL]

ATTEST:

Witness

Date

ATTEST:

Witness

Date

#### ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By \_\_\_\_\_

County Administrator

Date

WITNESS \_\_\_\_\_

Date

WITNESS \_\_\_\_\_

Date

Awarded Date \_\_\_\_\_

Effective Date \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to Escambia County Florida  
(print name of the public entity)  
by Ann Gebhard, Vice President  
(print individual's name and title)

for Aon Consulting, Inc. dba Aon Hewitt  
(print name of entity submitting sworn statement)

whose business address is  
7650 W. Courtney Campbell Causeway, Suite 1000  
Tampa, FL 33607

and (if applicable) its Federal Employer Identification Number (FEIN) is:  
22-2232264

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposals or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to Proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

*Deborah Lynne Poole*  
(signature)

Sworn to an subscribed before me this 6th day of January, 2015.

Personally known X

*Deborah Lynne Poole*

OR produced identification \_\_\_\_\_

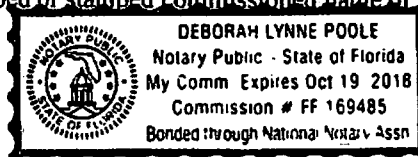
Notary Public - State of Florida

\_\_\_\_\_  
(Type of identification)

My commission expires 10/19/2018

Deborah Lynne Poole

(Printed typed or stamped commissioned name of notary public)



**Drug-Free Workplace Form**

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that Aon Consulting, Inc. dba Aon Hewitt does:


Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposals copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

**Check one:**

  X   As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

       As the person authorized to sign this statement, this firm does not comply fully with the above requirements.



\_\_\_\_\_  
**Offeror's Signature**

January 6, 2015

\_\_\_\_\_  
**Date**

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)  
Yes or No

If not a Florida Corporation,  
In what state was it created: Delaware  
Name as spelled in that State: Aon Consulting, Inc.

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business  
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: F06000003266

Does it use a registered fictitious name: Yes or No

**Names of Officers:**

President: Kristi Savacol Secretary: Matthew Rice  
Vice President: Michelle Ley Treasurer: Paul Hagy  
Director: \_\_\_\_\_ Director: \_\_\_\_\_  
Other: \_\_\_\_\_ Other: \_\_\_\_\_

Name of Corporation (As used in Florida):  
Aon Benefits & Insurance Services, Inc.  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: 200 East Randolph Street  
City, State, Zip: Chicago, IL 60601

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2  
Corporate Identification

Federal Identification Number: 22-2232264  
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Ann Gebhard E-mail: ann.gebhard@aonhewitt.com  
Telephone Number: 813-636-3117 Facsimile Number: 813-636-3010

Name of individual who will sign the instrument on behalf of the company: Ann Gebhard

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company: Vice President

END


---

(850) 488-9000 Verified by: \_\_\_\_\_ Date: \_\_\_\_\_



## Corporate Information

Attached is a copy of the certification from the Florida Secretary of State verifying Aon's corporate status and good standing.



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### **Detail by Entity Name**

#### **Foreign Profit Corporation**

AON BENEFITS & INSURANCE SERVICES, INC.

#### **Cross Reference Name**

AON CONSULTING, INC.

#### **Filing Information**

Document Number	F06000003266
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Date Filed	05/04/2006
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Event Date Filed	05/20/2008
Event Effective Date	NONE

#### **Principal Address**

200 E RANDOLPH STREET  
CHICAGO, IL 60601

### Section 3: Exhibit B – Submission Form – Agent Qualifications & Experience

1. **Broker/Consultant Name:** Ann Gebhard
2. **Firm Name:** Aon Consulting, Inc., dba Aon Hewitt
3. **Address:** 7650 West Courtney Campbell Causeway
4. **Telephone:** 813-636-3117                      **Email:** ann.gebhard@aonhewitt.com

**Agent Qualifications & Experience**

**5. How many years have you been a broker/consultant?**

I am a principal of our firm and will be ultimately responsible for the County relationship. I have over 25 years of industry experience.

**6. How many years have you been with your present firm?**

I have been with Aon since 2008.

**7. Have you attached background information on yourself, e.g. resume?**

<b>Name:</b>	Ann Gebhard
<b>Title:</b>	Vice President, Account Manager
<b>Location:</b>	Tampa office
<b>Responsibilities:</b>	<ul style="list-style-type: none"> <li>Lead Strategic Planning Process</li> <li>Prepare &amp; Deliver Stewardship Report</li> <li>Develop &amp; Execute Service Plan</li> <li>Conduct Peer Review</li> <li>Monitor Market Conditions</li> <li>Renewal Negotiations</li> <li>Benchmark Plan Data</li> <li>Conduct RFP Process</li> <li>Execute Plan Implementation</li> </ul>
<b>Qualifications:</b>	<p>Ann has 25 years of industry experience in human resources and benefit management including roles with both employers and consulting organizations. Immediately prior to joining Aon, Ann spent 5 years with two global human capital consulting organizations. In her consulting engagements, she has provided expertise in areas of benefit strategy development, benefit plan evaluation and renewal, HR implications of mergers and acquisitions, wellness program and consumer driven plan implementation and broader talent management support. Ann has spoken at the Annual Meeting of the Society of Human Resource Management and local ISCEBS chapters in Florida.</p> <p>Her employer experience includes 5 years with Anheuser-Busch Companies in their corporate benefits group. While at Anheuser-Busch, Ann was selected to participate in its Leadership Development Counsel and spearheaded the development and launch of a company-wide wellness program.</p> <p>Ann’s educational background includes a Bachelor of Science degree in Chemistry and Biology from Madonna University in Detroit, and graduate studies in Organizational Psychology at Southern Illinois University.</p>
<b>Public Sector Clients:</b>	Escambia County Schools, Volusia County Schools, Clay County Schools, Pinellas County Schools, Lee County Government

**8. Do you have special professional qualifications or professional designations?**

I have specific expertise in wellness, absence and productivity management, having spent 2 years as a national subject matter expert for Aon Hewitt. I also have experience in negotiating bargaining contracts and analyzing the feasibility of onsite/near-site clinics for public entities. I have also presented self-funded liquidity strategies to the State of Florida.

**9. What is your experience with medical insurance plans of similar or greater size, complexity and magnitude?**

Over the course of my career, I have provided benefit consulting services to a variety of employers, however the majority of my experience is with employer plans of 1000 employees or more. This experience includes employers in multiple states, business units operating both dependently and independently, bargaining units with unique benefit programs, carve-in and carve-out plans, fully and self-insured.

**10. What is your experience with medical insurance plans for public entities of similar or greater size, complexity and magnitude?**

The majority of my client base over the past 6 years has been Florida based public entities ranging from school boards, county governments, water management districts, utilities, etc. I am a member of Aon's public sector and education industry councils. I regularly present to Boards of County Commissioners, Superintendents, Insurance Committees, and other public forums. I have presented to the Florida Health and Human Services Committee (HHS).

**11. What is your experience with employer sponsored health clinics?**

I have supported clients with and without employer sponsored health clinics; I currently have 1 public sector client with a clinic; one who has recently completed an RFP for clinic services, and 3 for whom we've performed a feasibility analysis to determine whether a clinic will support their existing benefit program. I also have a county government client who is evaluating whether to piggy back on their County Sheriff's department clinic or open their own.

**12. How many public entities do you service?**

5

**13. Are you experienced with all the items listed in the Scope of Services? It not, explain.**

I am experienced with all aspects of the items listed in the Scope of Services

## Commitment to Customer Service

**14. What is your commitment to County service, including frequency of contact, availability for meetings with staff, committees, etc?**

We are completely committed to client service and satisfaction and will design a health and benefits plan that aligns with business objectives of the County and is built around the best contract terms and pricing, service deliverables, executive meetings and other milestones. The plan will consider the County's philosophy and culture and incorporate a year-round service calendar, pre-renewal and renewal process, and stewardship review. We will meet with the HR team, benefits committee, Board and unions as necessary.

**15. Will you commit to proactive and aggressive pursuit of negotiation of favorable policy terms, conditions and pricing, benefits and servicing of insurance coverage?**

Yes. We serve more clients than any other consulting firm—5,500 in total and 4,500 with fewer than 5,000 employees. Because we work with clients of all sizes, we can leverage the best-practice solutions we create with our most innovative and largest clients and scale them to meet the unique needs of our middle-market clients.

We manage \$100 billion in health and welfare spend on behalf of our clients. That offers us unprecedented leverage in the marketplace to accomplish the following outcomes:

- ✓ Negotiate better financial and contractual terms and conditions for our clients. In fact, over the past five years our clients achieved health care cost trends 3% below national averages, and we routinely achieve life and disability savings of 10–15%.
- ✓ Be the first to access new carrier innovations and pilot programs.
- ✓ Get immediate attention when service issues arise.

**16. Provide examples of such proactive and aggressive negotiations, etc.**

Clay County School District

Over the years, Aon Hewitt has negotiated significant savings for Clay County School District through the renewal negotiation process and through our strategic analysis of products and services available in the marketplace. The chart below illustrates the estimated overall savings to the District, as well as the employees, based on the difference between the initial renewal and the final negotiated renewal.

Plan Year	Renewal Action	Overall Savings
2007 - 2008	Life and Disability Marketing; Aetna Renewal Negotiation	\$776,732
2008 - 2009	Aetna Renewal Negotiation	\$464,040
2009 - 2010	Aetna Renewal Negotiation with 20 Alternate Plan Designs; Dental negotiation	\$1,114,246
2010-2011	Medical Marketing RFP, Negotiation, and plan design alternatives	\$400,000
2011-2012	Aetna Renewal Negotiations with 19 Alternative Plan Designs	\$1,140,000

**GRAND TOTAL OF 5-YEAR OVERALL SAVINGS: \$3,895,018**

School District of Hillsborough County - 26,000 employees and a current client since 1999.

Aon Hewitt provides HCPS with a comprehensive array of benefit consulting, compliance, communication, and administration services. Aon Hewitt negotiates all benefit renewals for both the medical and voluntary benefits. We also design and produce all benefit communications materials and campaigns (English and Spanish) including print, video, and online. Under our comprehensive arrangement Aon Hewitt provides specialized projects including ERRP, Actuarial, compliance, Medicare, GASB 45, and technical interface with HCPS systems. In addition, Aon Hewitt provides all the back office administration for all HCPS benefit programs, including ongoing and annual enrollment, call center and on site support.

**2012 Results:** Aon Hewitt working as a partner with HCPS has generated \$24.0 million in savings with additional \$8.0 million forecasted. See details below.

- **Humana Medical Renewal Results**
  - ✓ Negotiated \$20,641,340 savings from initial renewal of 15.86% to final 3.83%
  - ✓ Additional \$4,175,791 savings based on enrollment shifts reduced renewal to 1.1% renewal
- **Humana Performance Guarantees**

Rx issues in Q1 2011

  - ✓ Implementation of Rx deductible
    - AmeriDrug at 90 days
    - Negotiated penalty pay out of \$150,000
- **Humana Risk Share Agreement**
  - Share in surplus of premium vs. claims
  - Expect to recover more than \$8M

Pinellas County Public Schools

13,000 employees and a current client since 1988

Aon Hewitt has partnered with PCS for over 20 years. In that time we have successfully provided benefit consulting which has resulted in plans which have continued to provide great value to PCS employees and dependents. Our comprehensive consulting engagement encompasses compliance, Communications, Elective benefits, actuarial services, GASB 45 and renewal negotiations. Aon Hewitt has demonstrated both market leverage and expertise that consistently yield favorable pricing and creative outcomes.

**2012 Results:** During the recent medical RFP process Aon Hewitt initiated discussions with finalists which resulted in a multi-year renewal (cap saving in excess of \$20 million for PCS for years 2010 and 2011. In addition, Aon Hewitt negotiated multi-year agreements for all voluntary benefit coverages resulting in significant savings to employees.

## Firm Qualifications

**17. What size is your agency's local office, in number of professionals and non-professionals that will serve the County?**

Aon Hewitt has Florida offices and staff in Orlando, Tampa, Jacksonville, and Miami/Ft. Lauderdale. Locally, the Tampa office has 34 health & benefits staff, a full service Communication, Retirement and Risk Management Practice. We are also fortunate to have national subject matter experts in wellness, life & disability and stop loss resident in our local office. The Tampa office health & benefit staff is comprised of - 4 Administrative Assistants, 4 Benefit Specialists, 15 Consultants, 2 Actuaries, and 9 Management/Senior Consultants.

**18. Which Florida office of your firm will provide the ongoing services to the County?**

The servicing office for the County will be the Tampa office.

**19. Will any other office be involved: to what extent? Be specific.**

No

**20. How many years has the firm been in business?**

Aon Hewitt is a subsidiary of Aon plc (NYSE: AON) which is a publicly traded company. Aon Consulting, Inc. was incorporated in 1978 in the state of New Jersey. On October 1, 2010, Hewitt Associates and Aon Consulting (a subsidiary of Aon Corporation) merged to become Aon Hewitt. Aon Hewitt operates as a subsidiary of Aon Corporation which is a publicly traded corporation. Both Aon and Hewitt came to the table with strong and prominent histories in delivering human capital solutions to organizations around the world. A brief overview of each firm's history is provided below.

For 70 years, Aon has been supporting client goals through consulting and brokerage services; throughout this long history, Aon has worked closely with a wide variety of public and government entities to provide annual reviews and analysis for benefit plans and programs as well as to provide solicitation and placement/renewal services for public insurance and benefit plans.

**21. What is your firm's experience with medical insurance plans for groups of similar or greater size, complexity and magnitude?**

Our clients range in size from 100 to 30,000 employees and retirees representing multiple industries of which 23% are public entities that include municipalities and education. We can bring national consulting and brokerage resources to assist the County in a variety of ways:

- ✓ We conduct medical RFPs on behalf of more than 5,000 clients each year and more pharmacy RFPs than any of our competitors. Aon Hewitt works with national and local vendors on our clients' behalf. Our Health and Benefits consultants have direct access to senior health plan liaisons. And because we aggregate all of our renewal and cost data nationally, we influence up to 25% of HMO and PPO vendors' books of business—more than any other consulting firm. In addition, Aon Hewitt has several employer purchasing cooperatives designed for the mid-sized employer for prescription drugs to provide employers of your size the purchasing power of a Fortune 500 company.
- ✓ Aon Hewitt is the largest employer of health care actuaries, with over 150 actuaries in our Health and Benefits practice, as well as 150 underwriters. We will draw on these resources to create a strong financial nucleus within our team. We will assign an accredited actuary as part of your dedicated team.

- ✓ We will leverage our data and analytical resources to inform all aspects of our consulting services. We believe that good data drives good decisions, and you can't manage what you can't measure. One of the tools we will use is Greater Insight, Aon Hewitt's proprietary client management and benchmarking database with more than 2,000 clients and 14,000 plans. We embed our tools into our consulting process so you can make procurement decisions based on available vendor data rather than relying on intuition.

**22. What is your firm's experience with medical insurance plans for other public entities of similar or greater size, complexity and magnitude?**

We understand the public sector and have a long-standing commitment to public sector consulting. Aon Hewitt's Primary Education Industry and State and Local Government Industry Councils work with our consulting teams to develop solutions for public sector organizations as they face challenges affecting employee health care, retirement, and workforce effectiveness. By leveraging our industry experience, deep subject matter expertise, and our ability to provide end-to-end solutions across the areas of employee benefits and talent management, we deliver customized solutions for each public sector entity. Nationally, we have over 1000 public sector groups—including

- ✓ Escambia County School District
- ✓ School Board of Pinellas County
- ✓ Hillsborough County School District
- ✓ School Board of Sarasota County
- ✓ Clay County School Board
- ✓ Lee County School District
- ✓ Lee County Government
- ✓ Volusia County School Board
- ✓ Miami-Dade County Public Schools
- ✓ Manatee County Public Schools
- ✓ Manatee County Government

**23. What is firm's experience with employer sponsored health clinics?**

Aon Hewitt has been at the forefront of the worksite health center movement. We have guided dozens of clients in determining the financial feasibility of worksite health centers, selecting partners to manage the operation, implement services, and monitoring experience. Aon Hewitt is a leader in this space and has a breadth and depth of experience to assist the County in achieving its objectives.

Near site health centers have gained increasing popularity in recent years due to a variety of factors, including recognition that individuals need better access to primary and urgent care and better education on medical conditions. Because clinicians in the health center work only with the employer's population, they are expected to know the work culture, underlying disease and health risk patterns and network preferences for that population. In addition, patients are scheduled to give clinicians the luxury of additional time to spend with each patient to get to know them, understand their presenting signs and symptoms and instruct them on illness management and improved health behaviors (when needed).

When evaluating worksite health centers we consider areas such as utilization, access, direct cost avoidance (fewer services through health plan indirect cost avoidance (fewer hospitalizations, ER visits, specialist referrals, productivity, improved health status, pharmacy costs and quality of care), in addition to fixed costs associated with a health center.

**24. How many public entities does your firm service?**

**State and Local Government Expertise**—We understand the public sector and have a long-standing commitment to public sector consulting.

Aon Hewitt's State and Local Government (SALG) industry council works with our consulting teams to develop solutions for public sector organizations as they face challenges affecting employee health care, retirement, and workforce effectiveness. By leveraging our industry experience, deep subject matter expertise, and our ability to provide end-to-end solutions across the areas of employee benefits and talent management, we deliver customized solutions for each public sector entity. Ann Gebhard, your Aon Hewitt team leader is a member of this industry council.

Nationally, we have hundreds of state and local municipal clients—including many that are based in Florida. These include Escambia County, School Board of Pinellas County, Hillsborough County School District, School Board of Sarasota County, Lee County School District, Volusia County School Board, Miami-Dade County Public Schools, Manatee County Public Schools, and Manatee County Government. Having such a deep client base in the Florida public sector gives us keen insights into the costs of the programs and emerging strategies that work for public sector employers.

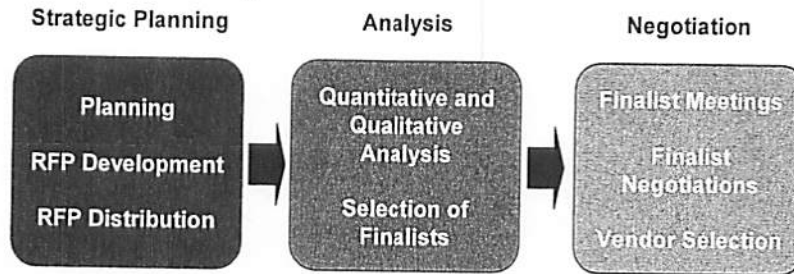


Nationally, we have over 1000 public sector groups—including Florida public agencies listed in blue:

- Anne Arundel County, MD
- Anne Arundel County Schools, MD
- Apple Valley School District, CA
- Arlington County, VA
- Atlanta Public Schools, GA
- Baltimore Public Schools
- Boulder County, CO
- City of Alexandria, VA
- City of Anaheim, CA
- City of Atlanta, GA
- City of Baltimore, MD
- City of Bellevue, WA
- City of Berkley, CA
- City of Boca Raton, FL
- City of Bridgeport, CT
- City of Cedar Rapids, IA
- City of Chicago, IL
- City of Cincinnati, OH
- City of Clearwater, FL
- City of Columbus, OH
- City of Coral Gables, FL
- City of Coral Springs, FL
- City of Dallas, TX
- City of Ft. Lauderdale, FL
- City of Ft. Worth, TX
- City of Green Bay, WI
- City of Greensboro, NC
- City of Hartford, CT
- City of Hialeah, FL
- City of High Point, NC
- City of Hollywood, FL
- City of Houston, TX
- City of Indian Rocks Beach, FL
- City of Las Vegas, NV
- City of Lawton, OK
- City of Little Rock, AK
- City of Los Angeles, CA
- City of Miami, FL
- City of Nashua, NH
- City of New Orleans, LA
- City of Newark, NJ
- City of New York, NY
- City of North Charleston, SC
- City of Orlando, FL
- City of Panama City, FL
- City of Philadelphia, PA
- City of Pittsburgh, PA
- City of Raleigh, NC
- City of Tampa, FL
- City of Tavares, FL
- City of Winston-Salem, NC
- Clay County School District, FL
- Columbus Public Schools, OH
- Commonwealth of Kentucky
- Commonwealth of Pennsylvania
- Commonwealth of Virginia
- District of Columbia
- Escambia County Schools, FL
- Essex County, NJ
- Hillsborough County, Florida
- Hillsborough County Public Schools, FL
- City of San Francisco, CA
- City of Santa Monica, CA
- City of Scottsdale, AZ
- City of Seattle, WA
- Housing Authority of Baltimore City
- Jefferson County, CO
- Kent State
- Lee County, FL
- Lee County School Board, FL
- LA Co. Metro Trans. Auth., CA
- LA Dept. Of Water and Power, CA
- Los Angeles World Airports, CA
- Loudoun County School Board, VA
- Manatee County, FL
- Manatee County Schools, FL
- Miami-Dade County, FL
- Montgomery College, MD
- Montgomery County, MD
- New Jersey Dept of Health
- New York Department of Health
- Ohio Association of Health Plans
- San Francisco Unified School District, CA
- Sarasota County Public Schools, FL
- State of California
- State of Florida
- State of Georgia
- State of Hawaii
- State of Kansas
- State of Montana
- State of Nebraska
- State of Nevada
- State of New Jersey
- State of North Carolina
- State of Oklahoma
- State of Ohio
- State of Oregon
- State of Tennessee
- Tampa Housing Authority
- Prince George's County, MD
- Orange County, FL
- Pinellas County School District, FL
- Prince George's County Public Schools, MD
- Triton Regional School District, MA
- University of California
- University of Louisville
- Volusia County, FL
- Volusia County Schools, FL
- South Florida Water Management District
- St. Johns River Water Management District

**25. Have you provided background information on the range of your firm's services?**

We are available to work closely with the County on vendor RFP and renewals and have outlined below some of our differentiating tools that may be used to help optimize the outcome of the vendor selection process. Aon Hewitt helps hundreds of clients conduct bids for a variety of health and welfare coverages every year. Based on this experience, Aon Hewitt has developed standardized RFPs that can be tailored specifically for the needs of each client. The following is a high-level summary of our vendor evaluation and selection process:



**Leveraging Vendor Relationships**

Managing carrier relationships is critical to achieving great results. Aon Hewitt excels in the area of vendor management. We are uniquely positioned to partner with your insurance agency to manage your health and welfare vendors based on:

- ✓ Our years of experience in managing both simple and complex vendor relationships and activities on behalf of many clients;
- ✓ The respect and leverage Aon Hewitt has with the vendors in the marketplace.
- ✓ Our extensive knowledge of the various vendors' operations. Each year, we perform more than 100 audit and operational assessments of our vendors. These are performed on site at every major vendor. On several occasions, vendors have hired us to provide advice on how to improve their operations.

Each year we conduct thousands of renewals and bids. Additionally, for our administration clients, we talk with thousands of participants every day about their vendor issues; working with the health plans to resolve unique participant/employer issues as well as larger issues and patterns across our entire book of business. It's also important to note that we treat vendors with respect and are respected in return. It is critical for us to maintain excellent working relationships with vendors to be able to serve our clients well.

Aon Hewitt has developed efficient working relationships with all carriers. Our online interfaces for renewals and eligibility transmissions, and the streamlined collection of RFI/RFP information on a national basis, have proven to be a win-win for our clients and their carriers. We encourage you to ask your carriers about their impressions of Aon Hewitt. We know they'll have positive things to say!

**Specialized RFP Tools**

Aon Hewitt has a number of specialized tools that we have developed to support the RFP evaluation process for our clients. For example, to evaluate the savings opportunities associated with moving to a new medical vendor, we can utilize our Discount Analysis tool. Discount Analysis allows us to compare the County's current medical network discounts relative to those available through other available networks. The health plans provide us with average provider pricing and discount information for each 3-digit ZIP code in the country. The data is provided twice a year, certified by their senior leadership, and rigorously tested at Aon Hewitt for credibility. By analyzing the County's

population against the Discount Analysis database, we can help you understand the strength of your current discount arrangements and the opportunities that may exist to improve those discounts through other medical vendors.

#### Health Care Exchange

To help employers respond to these challenges, Aon, the company behind America's first multi-carrier corporate exchange, has developed a new industry-defining exchange solution tailored specifically for the needs of employers with 100 to 5,000 employees.

Aon's middle market exchange solution is an insurance marketplace that enables employers to provide a fixed subsidy that employees can use toward the purchase of benefit plans that best meet their individual needs. Leveraging Aon's world class administration technology and consumer-friendly shopping tools, participants shop for benefits from a standardized menu of plans at competitive rates, giving them more choice and control over their individual health care costs.

At the same time, leveraging a defined contribution model enables employers to better predict their annual health care spend while also reducing their administrative burden by leveraging the standardized plan designs offered by the marketplace.

#### Health Care Reform Impact Model (HRIM)

Aon Hewitt was directly involved in the health care reform debate in Congress. For those clients in need of detailed analysis regarding the impact of health care reform on their businesses, Aon Hewitt introduced its first HRIM in 2010. HRIM 2.0, introduced in 2013 is a consumer and performance based modeling tool that accurately predicts employee selection, i.e., employer plan, state exchange, Medicaid or opt-out. This comprehensive modeling tool provides a unique estimate of the financial and administrative impact of The Patient Protection and Affordable Care Act based on an employer's specific demographics, salary structure, plan design, and costs.

#### Benchmarking

We will utilize Aon Hewitt's extensive and industry-leading surveys and benchmarking tools to assist with the development of a competitive multi-year strategy and plan design. Our tools help analyze the competitiveness of the County's current plans and identify areas for improved cost and purchasing efficiencies. This information will provide a quantitative basis for your decision making process as we evaluate potential changes to the current program.

The Hewitt Health Value Initiative (HHVI) database is the premier compendium of employer health care cost, design, and demographic data, with data covering over 420 companies, over 1,800 health plans, and more than \$51.9 billion in health care expenditures. The objective of HHVI is to provide employers with comprehensive plan value and subsidy benchmarking data to be used in shaping health care strategy and design decisions.

**Greater Insight and Benefit SpecSelect:** These databases compare the County's detailed benefit design features against comparator companies that you select. Our design database is the most comprehensive and current employee benefits database in the industry. It provides an exclusive look at the current benefit programs of thousands of major U.S. employers. Benefits cover defined benefit, defined contribution, health care, life, disability, and time-off plans, as well as eligibility, waiting periods.

## Financial Analysis and Reporting

Design180 is a flexible, easy-to-use reporting and analytical system that uses current and historical claims from the health plan. Design180 can help the County:

- Manage medical and pharmacy costs monthly
- Discover medical condition trends within your population
- Design medical and pharmacy plan models
- Identify emerging high risk conditions

It allows users to determine areas of focus that should be addressed through plan design and health-related activities to reduce healthcare costs for payers and members by improving productivity and minimizing risk. The feature Design 180 that is probably the most powerful is the relation to the overall health improvement of the population. Helps identify the major chronic conditions present in a group and shows the level of compliance on the standards of care of the members in the group. The closer a group gets to 100% compliance within each chronic condition, the greater the potential health plan savings

Design 180 measures chronic condition and preventative screening compliance using nationally accepted standards of care. The measurements are performed by member and their applicable condition(s) and eligible preventative screening(s) for each standard of care. The results are based on the services that member has received during the compliance period. Four main areas that Design 180 can impact health plan performance and efficiency:

### Identify

- Closes the information gap for entities who sponsor self-insured plans;
- Combines simple, limitless data integration with expert, safe, objective, and agnostic data warehouse management;
- Provides easy-to-use analytical information system critical for the ongoing benefit design of your health plan and wellness programs for maximum improvement and cost effectiveness!

### Analyze

- Measures your organization's member compliance with best practice medical guidelines.
- Provides an in depth understanding into how your organization's care gaps are connected to its high cost illnesses.
- Quickly calculates wellness investments of increased compliance to best practice guidelines (Positive Utilization) to demonstrate how spending pennies can save dollars for the entire population – plan sponsor and employee.

### Model

- Change In/Out of Network Deductibles, Co-insurance, Out of Pocket Max, on any level of benefit.
- Discover what effect separate co-insurance, deductibles, co-pays, assigned to specific procedures or benefits has for your unique population in implementing Value-Based management strategies.
- Model savings and investments of multi-tiered health plans, pharmacy plans, and wellness plans; such as reducing co-pays on specific drugs, therapeutic classes of drugs, or covering prevention screenings at 100%.

### Evaluate

- Measures benefits plan performance through an alert system that tracks KPI goals set for compliance, enrollment, and claims.
- Customizable executive reporting packages contain plan summaries, 'top x' reports, compliance trending, high-utilization, high-cost, etc. with custom demographics breakdowns.

Unlimited, flexible trending for ad hoc analysis with drilldown capabilities are easily viewed, communicated, and exportable.

## Renewal

We have decades of experience in supporting the RFP process for government agencies and consistently partner with representatives from your HR team, insurance committee, union or board, if necessary, in the selection, implementation, and management of your health and welfare vendors. We are flexible in our approach and can be involved in whatever facets of the process make sense for you.

Aon Hewitt becomes an extension of the County, brings clarity and understanding to the process of carrier selection. Our results are unequalled by using our knowledge of the market and the County's objectives.

## Performance Guarantees

We will critique the County's current service contract performance guarantees. Our final audit report will provide specific suggestions to make the guarantees truly world class. The ROI for the audit itself is centered on the determination of appropriate administration and adjudication. While Aon Hewitt consistently identifies opportunities to lower plan costs and improve service, it cannot be guaranteed that the current claims are not being paid appropriately.

## Employee Communication

Our communication approach, Know How, is powered by Aon Hewitt's 70 years of experience, extensive consumer research, and interactions with more than 21 million employees, retirees, and family members.

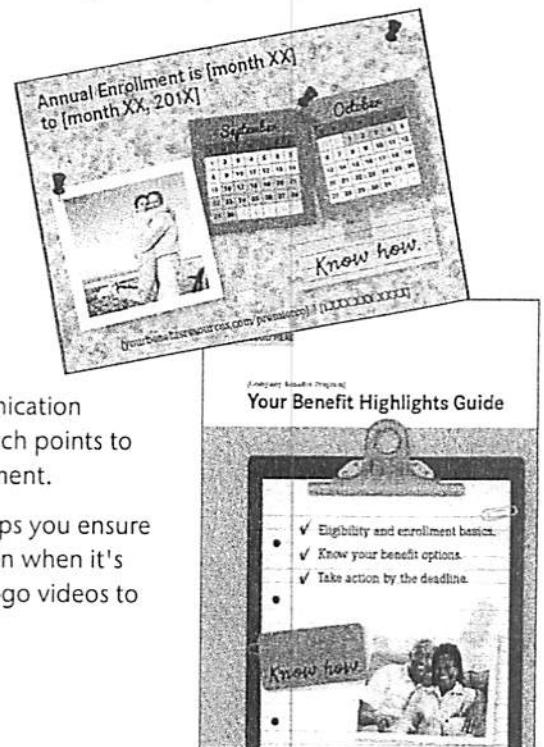
We believe Know How is how benefits communication should be:

- Simple.
- Straightforward.
- Easy to use.

Our engaging Know How packages help you present a concise overview of the benefits you provide so your employees can apply "know how" to enrolling in coverage that is right for them. Your logo, along with our best-practice graphic design, is applied to every piece and we deliver through print and electronic communication channels that provide your employees a variety of informational touch points to communicate your health and welfare benefits program and enrollment.

The best-practice approach built into every Know How package helps you ensure that your employees have information that will help them take action when it's time to enroll. We also offer optional wellness articles and ready-to-go videos to reach your employees and inspire them to act.

A sample Communication piece is included in the Appendix.



### Open Enrollment:

Aon Hewitt stands ready to help at the drop of a hat. Our personalized service empowers your employees to make the right decisions and take control of their health. They get the answers they need, when they need them, enabling them to take their health care concerns off the table and focus on the job at hand.

The County can rely on Aon Hewitt to provide the following services:

- Attend, and lead, if requested the County's open enrollment meetings
- Help employees choose the best plan and describing how it works
- Explain the differences between the old plan and the new one, or between the current plan and that of another employer
- Respond to questions about pre-existing conditions and how they affect deductibles and care
- Clarify employer and employee contributions
- Detail the tax implications of the program
- Describe how the payment process works, including in special circumstances such as when out-of-network providers are used
- Address fear of change through helpful tips and general education on right plan choice and effective use of medical plan

### Stewardship and Meetings

Aon Hewitt's consulting processes are structured to minimize surprises and provide strategic support designed specifically for you. We will provide industry-leading ideas and thought leadership while delivering everyday plan management, ensuring that you meet your strategic, tactical and governance objectives. We will be an extension of your HR team and develop meaningful metrics around engagement, plan performance and budget improvement with monthly reporting, quarterly strategy sessions and annual stewardship that ensures results and accountability.

Benefits strategy plays a larger and larger role for our clients as the cost and visibility of these programs soar. CFOs and HR executives are looking at cost and questioning value. Employees are concerned about cost increases, coverage, and security. Managers are worried about the productivity and health of their workforce. Labor relations representatives demand programs that are fair, compliant, and easy to understand.

### Wellness

Aon Hewitt has extensive experience in the development and implementation of wellness programs. Our dedicated clinical, wellness, and communications consultants have achieved meaningful results for our clients by focusing on changing employee behaviors that lead to the chronic conditions that dominate the County's health care cost. This approach can save \$700 per employee per year.



Aon Hewitt has several wellness tools and resources available to our clients. Our Health Improvement Inventory is one tool we frequently use for employers who may already have wellness programs in place or have existing under-utilized resources and/or programs. The Health improvement resources that we inventory include health care providers, EAPs, behavioral health programs, along with other resources that may be available within the organization. This comprehensive inventory is performed by our wellness subject matter expert, or another health and clinical specialist, on-site along with the client. We assist clients in identifying all available resources to better leverage existing programs.

#### Customized Wellness Strategy

Aon Hewitt takes the "one size does not fit all" approach in determining the best fit in Wellness program/vendor selection and the development of a wellness strategy. It is important to incorporate a client's culture, demographics, needs, and goals. We assist our clients in finding the right "fit" for their employee population by assessing the organization's goals, data, and demographics. We then take the results of our assessment and design a targeted, client-specific, comprehensive wellness strategy that will result in significant health and productivity improvements for the organization. Additionally, we search our robust data base of over 100 vendors, identify the top three to fit a client's criteria and assist in identifying a wellness program that will most effectively, and efficiently, impact the health and productivity of a specific employee population.

#### Contribution Strategy

Aon Hewitt's approach to accurate rate development is grounded in a solid understanding of our client's programs, populations, experience history, and relative risk tolerance. Using a combination of industry and client-specific trend factors we would develop overall gross cost budgets and appropriate budget rates for each medical and dental plan option. The employee contribution development process links directly to your benefits strategy objectives around overall subsidy competitiveness, and allocation of that subsidy across employee and dependent coverage tiers, as well as across pay bands within the employee population. Our typical practice to undertake both exercises would involve collecting historical claims experience and enrollment data (split by plan) on a monthly basis for the most recent 2-3 year period so that we can analyze trends over the multi-year timeframe.

#### Compliance

Aon Hewitt's Health and Benefits Legal Practice will assist your Account Team and consult with the County regarding compliance with a wide range of federal and state laws relating to health and welfare plans, including health care reform legislation, the Internal Revenue Code, the Americans with Disabilities Act, HIPAA, COBRA, ERISA, and state insurance laws relating to regulation of fully insured health care plans, such as prompt pay and any willing provider legislation. Aon Hewitt Legal consultants are available for ad hoc compliance and regulatory related questions throughout the year.

Our consultants receive weekly National Tax & ERISA News Briefs focusing on state and federal law changes related to benefit programs. As new developments occur we provide Alert Communications which address significant regulatory developments in HR, benefits, and compensation.

Compliance dashboard is Web-based technology that tells you what you need to do and when you need to do it. Federal laws for health and welfare plans are aggregated into one easy-to-navigate website. You and your account team are notified of what you need to do and the timing in which you need to get it done. All relevant information and materials are provided to complete the compliance task.

Aon Hewitt provides several publications to keep the County abreast of compliance issues, many of which are available via email. We believe it is helpful for each client to have regular access to the best information from Washington and across our firm as soon as it is available. The following list demonstrates the strength of Aon Hewitt's thought leadership and the communication bridge we build with our clients that keep up abreast of the most current retirement, human capital and benefit trends:

#### Client Publications

We support a Client-Only Information Web Site (InfoLinx for Clients) providing clients with direct access to some of our internal research. Clients can search current information and our archives for summaries, overviews and analyses of important employee benefits issues.

#### Alert

An in-depth review and analysis of a single significant development in employee benefits or HR, such as pension simplification or health care reform legislation. Alerts are published on an ad hoc basis, whenever significant developments occur. Examples are included in the Appendix.

Our regular publications and forums provided to our clients at no charge include:

- **Aon Hewitt Bulletins**—e-mail bulletins, including Actuarial Updates and Special Reports to Clients, that provide interpretive reports to clients on significant legislative and regulatory developments.
- **Aon Hewitt Alerts**—These alerts are e-mailed directly to subscribers when late-breaking HR and business developments occur.
- **Washington Report**—A weekly e-mail newsletter capturing the key HR-related developments in Washington for the week.
- **Special white papers and surveys** on key topics or emerging issues, including employer reactions to new regulatory and legislative developments.
- **Quarterly Legislative Update** - This one-on-one teleconference conducted by our Health and Benefits Legal consultant(s) will highlight key health & benefits legislation and guidance.

#### Actuarial

Aon has been providing the actuarial services requested in this RFP since 1934. It was the primary, core line of business offered since our inception and remains so today. Indeed, Aon has long been considered the industry standard for actuarial consulting services. Here are a few reasons why:

- Aon Hewitt is the #1 actuarial firm providing services to the Fortune 100, with a 98% retention rate.
- We were named the largest investment consultant in the U.S. and globally (by Pensions & Investments magazine) providing unparalleled experience and advice on pension investments.
- We operate one of the deepest global pension risk management teams, working with large organizations like yours to manage legacy asset and liability risk and opportunistically decrease that liability when the time is right.

Aon has successfully assisted many public sector entities with their retiree health plans, including Hillsborough County, City of Tampa, Orange County, Citrus County and Volusia County.



26. Are the key persons designated to service the County's account appropriately licensed by the State of Florida? Please list the following:

Yes. See copies of licenses below.

**JEFF ATWATER**  **FLORIDA'S CHIEF FINANCIAL OFFICER**

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### Licensee Details

1/7/2015

Demographic Information

Name of Licensee: GEBHARD, ANN EILEENE

License #: P111247

Business Location: TAMPA,FLORIDA

Types and Classes of Valid Licenses

Type	Original Issue Date	Qualifying Appointment
LIFE INCL VAR ANNUITY & HEALTH(0215)	8/31/2007	YES

**JEFF ATWATER**  **FLORIDA'S CHIEF FINANCIAL OFFICER**

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### Licensee Details

1/7/2015

Demographic Information

Name of Licensee: JINKS, JEFFREY T

License #: A315838

Business Location: TAMPA,FLORIDA

Types and Classes of Valid Licenses

Type	Original Issue Date	Qualifying Appointment
LIFE INCL VARIABLE ANNUITY(0214)	3/9/2001	YES
LIFE INCL VAR ANNUITY & HEALTH(0215)	3/9/2001	YES
HEALTH(0240)	3/9/2001	YES

Licensee Search	Licensee Address Download	Licensee Appointment Download	Terminated Appointment Download	Navigator Download
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## Licensee Details

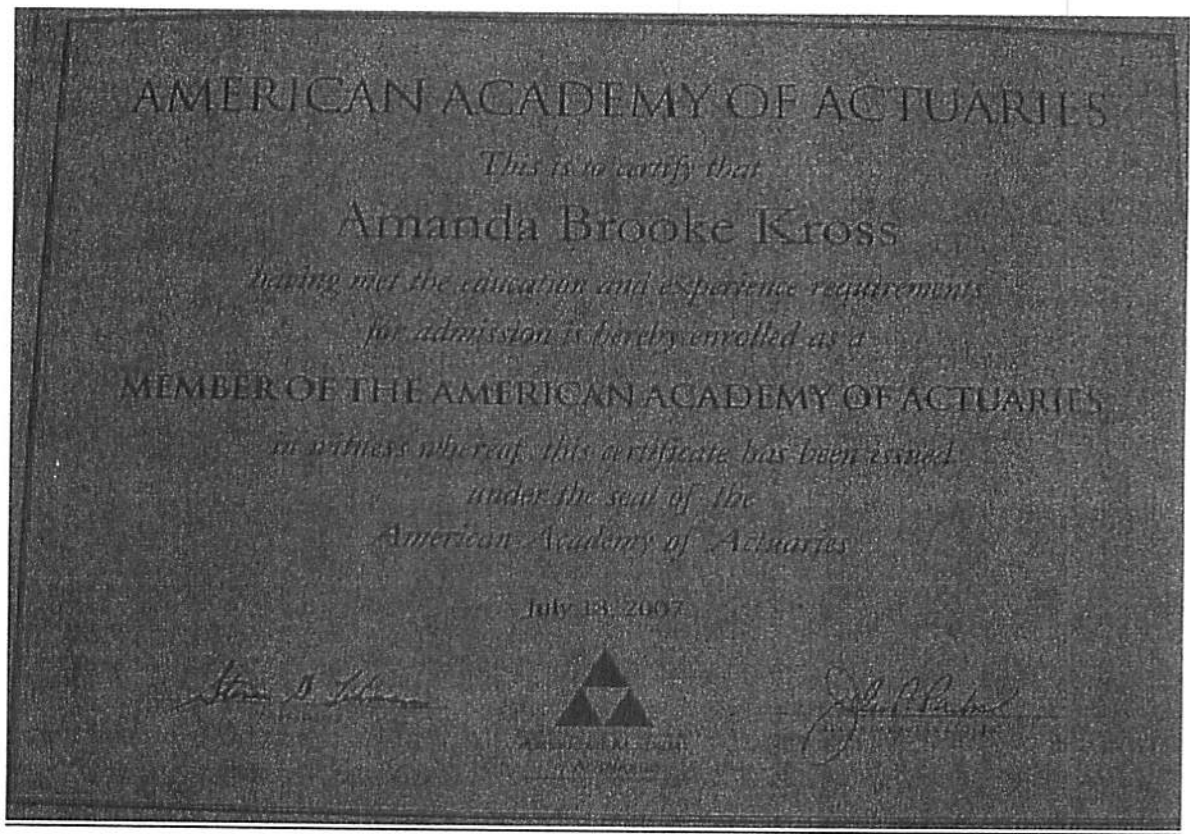
1/7/2015

Demographic Information

Name of Licensee: GRIMM, SUSAN J  
 License #: D060579  
 Business Location: TAMPA,FLORIDA

### Types and Classes of Valid Licenses

Type	Original Issue Date	Qualifying Appointment
LIFE INCL VAR ANNUITY & HEALTH(0215)	6/10/2006	YES



**27. Have you attached details of the experience of those persons (non-licensed personnel you intend to assign) with accounts and/or public entities with similar size and complexity as the County?**

Yes. Details of the staff qualifications and experience and client references are included in Section 1.

**28. State the amount of errors and omission insurance for the firm and the name of the insurer.**

We have placed E&O limits of \$500,000 each claim with similar clients, but will work with the County to secure limits that are satisfactory to the BOCC. This coverage is placed with Lexington Insurance Company. Sample Insurance Certificates are attached in the Appendix.

## Remuneration / Services Included

- 29. State your total remuneration (as commission, maximum commission, etc.) for all the services you will provide that are related to the scope of services. Is the remuneration negotiable?**

Conduct of Health Insurance RFP: \$20,000. Conduct of Health Clinic RFP: \$20,000.

Bundled Price for Ongoing Consulting Service: \$50,000

Yes, the commissions and related scope of services are negotiable.

- 30. For how many years are you willing to guarantee this level of remuneration?**

3 years

- 31. Do you understand that the County expects costs to commensurate with the services provided?**

Yes

- 32. Provide your estimate of the number of hours of service that you expect to provide to the County for the remuneration received.**

We estimate spending 375 hours per year delivering the services expected.

- 33. Explain how this represents good value to the County.**

The Aon Hewitt Account team will work on a holistic basis to deliver our scope of services continually without imposing an hourly limit on the County. This enables us to provide the County with unmatched resources such as our Communications, Compliance, Financial Reporting, Legislative Alerts, webcasts and briefings, Vendor Management and ongoing strategic support/direction without billing concerns.

- 34. Will you provide the full scope of Broker/Consultant services as outlined in the RFQ?**

Aon Hewitt will provide the full scope of services outlined in the RFQ

- 35. Do you understand that the contract term (and term of remuneration) will be (1) one year, see Special Conditions.**

Yes

- 36. Is your proposed remuneration inclusive of the full scope of services to be provided throughout the year, including those related to the following year's renewal? To what extent are there also fees to be additionally charged for services? Explain.**

Yes. During the contract year, there are no additional fees charged for the outlined scope of services, including those related to the following year's renewal.

- 37. Will you agree not to accept any insurer offers to pay incentive remuneration, contingency commissions, bonuses, overrides or other forms of additional income to you or your firm?**

Yes

- 38. Do agree to allow and pledge full cooperation to the County if it (at its option) desires an audit regarding the County's expenditures for the insurance program and all related remuneration to the agency and agents and others involved?**

Yes

- 39. Do you agree to disclose all compensation of any sort received by your firm from any proposer?**

Yes

## Reasons for Broker/Consultant Selection / Uniqueness / Special Advantages

**40. Reasons for the County qualifying you and your firm: Describe below and/by attachment the key reasons you and your firm should be qualified by the County to be the broker/consultant. Emphasize issues that make you and or the firm unique, or give you/it special advantages over other submitters and how these are of value to the county for its benefit programs. Attach any supplemental documentation you think is relevant to being selected.**

Aon Hewitt is uniquely positioned to provide the County with unparalleled experience in public sector benefits consulting; deliver a resource-laden scope of services; and provide hands-on customer service as a local broker with the capabilities of a global consulting firm.

Aon Hewitt is the largest firm in the world focused exclusively on HR issues and solutions. We serve more than 10,000 clients of all sizes around the globe, and our end-to-end solutions encompass outsourcing and brokering/consulting. We help clients solve their health and welfare, retirement, and talent issues.

Within health and benefits consulting, we believe we differentiate ourselves in two key areas: (1) our scale and leverage and (2) our unparalleled knowledge and expertise.

### Our Scale and Leverage

We serve more clients than any other consulting firm—5,500 in total and 4,500 with fewer than 5,000 employees. Because we work with clients of all sizes, we can leverage the best-practice solutions we create with our most innovative and largest clients and scale them to meet the unique needs of our middle-market clients.

We manage \$100 billion in health and welfare spend on behalf of our clients. That offers us unprecedented leverage in the marketplace to accomplish the following outcomes:

- Negotiate better financial and contractual terms and conditions for our clients. In fact, over the past five years our clients achieved health care cost trends 3% below national averages, and we routinely achieve life and disability savings of 10–15%.
- Be the first to access new carrier innovations and pilot programs.
- Get immediate attention when service issues arise.

### Knowledge and Expertise

With 900 practitioners in 50 offices around the country, we have deep bench strength in and extensive knowledge of each local market. This helps us provide more intimate client service and recommend solutions that will work best for each client in their market.

We invest more than our competitors in industry-leading capabilities and resources that help our clients make better fact-based decisions and save money. A few resources we leverage include the following:

- Hewitt Health Value Initiative (incorporating health care data from 1,800 health plans, 342 employers, 15.2 million lives, and \$51.9 billion in health care spending) helps clients understand their competitive position and quickly identify opportunities to save money.

- **Aon Hewitt Discount Analysis** (the only database in existence with complete book-of-business provider discount data from all of the major health plans) helps self-insured clients understand the underlying cost of care between carriers, to help them choose the most cost-effective plan for them.

Every six months Aon Hewitt receives over \$460 billion in claims detail from the ten major health plans by ZIP Code; providing detailed information on the discounts they have negotiated for every medical procedure (CPT/ICD10). We are able to utilize this data to help employers choose a health plan that best meets their employees' unique needs. The tool is based on total claims book of business data collection and actuarial methodology, with weightings for population and credibility, to accurately measure the underlying financial savings that could be available to an employer.

- **Greater Insight** (our global benchmarking and procurement tool) allows us to quickly and efficiently benchmark your benefit plans and negotiate more cost-effective deals with your vendors.

Additional examples of how we leverage our strength and scale for clients are as follows:

- Because health and welfare costs and savings are becoming increasingly important to company CEOs and CFOs, we have 150 actuaries (and another 150 underwriters) to ensure financial projections and underlying plan costs are accurate.
- With health care reform and other legislation becoming increasingly complex, we have 11 ERISA attorneys to ensure our clients understand legislative changes as they occur and what they need to do to comply.
- With an increasing emphasis on worker presence and productivity, we have 5 absence management experts to help clients implement strategies to reduce incidence of claims and disability cost and improve productivity.

Given the focus on employee (and family) health and wellness, we have 10 clinicians and behavior change experts to help clients identify and implement vendors and programs tailored to your specific issues and implement strategies that will drive desired behaviors

**Aon Hewitt's Network Discount Analysis capability is unique in the industry.**

The health plans provide us with average provider pricing and discount information for each three-digit ZIP Code in the country. The data is certified by each carrier's senior leadership, and rigorously tested at Aon Hewitt for credibility.

## EXHIBIT C

### Agreement for Healthcare Broker/Consulting Services (PD 14-15.020) ("Agreement")

#### Aon Consulting, Inc. ("Consultant") Insurance Brokerage Disclosures

Consultant will disclose to Escambia County all marketing quotes, including any applicable commission rates, received prior to binding any coverages for the County's insurance programs. The County will also be provided prior to binding with a disclosure of any amounts to be paid to Consultant and/or Consultant affiliate intermediaries if available, in connection with coverages placed for the County's insurance programs, including any fees, if applicable, paid to Consultant for services it provides to third parties.

In addition to retail commissions, Consultant may receive additional forms of compensation from insurers and third parties including but not limited to: supplemental commissions, overrides, bonus commissions, national additional commissions, subscription market brokerage charges and/or administrative expense reimbursements. This revenue is in addition to and shall not be credited against the fees or any other compensation earned pursuant to the Agreement and shall not apply to any service set forth in the Agreement. As of the effective date of the Agreement, Consultant does not accept contingent compensation. If Consultant's policy on accepting contingent compensation changes, Consultant will notify the County at that time. Additional information is available upon request.

In some instances, insurance placements made by Consultant on the County's behalf may require the payment of state surplus lines or other premium taxes and/or fees in addition to the premium itself. Consultant will make every effort to identify any of these taxes and/or fees in advance, but in all instances the payment of these taxes and/or fees will remain the County's responsibility. Consultant will invoice the County for the payment of these taxes and fees. The County acknowledges its responsibility to report and communicate in writing to Consultant all changes in exposures, loss related data, and other material changes during the course of the Agreement.

Consultant's goal is to procure insurance for County with insurance companies possessing the financial strength to perform in today's economic environment. Toward this objective, Consultant regularly reviews publicly available information concerning an insurer's financial condition, including, but not limited to:

- Approvals by various regulatory authorities;
- Analyses of insurers by professional rating agencies such as A.M. Best, Standard and Poor's, Moody's, and/or Fitch; and
- The input of Consultant's global affiliates and correspondents.

Most Consultant placements are made with insurers that are rated "Excellent" by the professional rating agencies; however, Consultant does not guarantee the solvency of any insurer. Consultant encourages the County to review the publicly available information made available by Consultant. The decision to accept or reject an insurer will be made solely by the County.

Consultant and/or its affiliates may from time to time maintain contractual relationships with the insurers that are recommended as potential markets, or with whom the County's coverage may ultimately be placed. Further details concerning Consultant's relationship with insurance carriers





can be found at [http://www.aon.com/about\\_aon/corporate\\_governance/guidelines\\_policies/market\\_relationship.jsp](http://www.aon.com/about_aon/corporate_governance/guidelines_policies/market_relationship.jsp).



**REGISTER OF PROPOSERS**

<b>PROPOSERS</b>	<b>Project:</b> Health Care Broker Consultants <b>Specification Number:</b> PD 14-15.020 <b>RFP Due Date &amp;Time:</b> January 9, 2015 by 3:00 p.m. CST				
<b>COMPANY NAME</b>	<b>ADDRESS</b>	<b>PHONE NUMBER</b>	<b>FAX NUMBER</b>	<b>CONTACT PERSON</b>	
Aon Consulting, Inc. dba Aon Hewitt	7650 W. Courtney Campbell Causeway Suite 1000 Tampa FL 33607	813-636-3000	813-636-3010	Ann Gebhard	
Barnes Insurance & Financial Services	1582 Airport Blvd Pensacola FL 32504	850-473-1500	850-473-1501	Dennis E Barnes	
<b>SUBMITTALS OPENED BY:</b>	Joe Pillitary, Purchasing Coordinator		DATE: January 9, 2015		
<b>SUBMITTALS NOTED BY:</b>	Angie Holbrook, Purchasing Associate		DATE: January 9, 2015		
<b>SUBMITTALS WITNESSED BY:</b>	Angie Holbrook, Purchasing Associates		DATE: January 9, 2015		

Posted: January 9, 2015 @ 4:00 pm, CST

JP/ah



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

**AI-7615** County Administrator's Report 11. 11.  
**BCC Regular Meeting** Budget & Finance Consent  
**Meeting Date:** 03/05/2015  
**Issue:** Stretcher Maintenance PD 14-15.024  
**From:** Stephan Hall, Interim Department Director  
**Organization:** OMB  
**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Stretcher Maintenance for the Public Safety Department - Stephan Hall, Management and Budget Services Interim Department Director

That the Board cancel solicitation PD 14-15.024, for Stretcher Maintenance, as there was only one responsive and responsible bidder, and that bidder was in excess of the funding limits.

[Funding: Fund 408, EMS Operations, Cost Center 330302, Object Code 54601]

**BACKGROUND:**

The solicitation was advertised in the Pensacola News Journal on January 26, 2015. Two of bids were received. One bid was non-responsive and the one responsive bid exceeded the funding limits.

**BUDGETARY IMPACT:**

[Funding: Fund 408 EMS Operations, Cost Center 330302, Object Code 54601]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County, FL, code of Ordinance, Chapter 46, Article II, Purchases and Contracts, and Section 46-82 Competitive Bid Process---Generally, Subsection (e).

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

*No file(s) attached.*

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

AI-7718

County Administrator's Report 11. 12.

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 03/05/2015

**Issue:** Acceptance of a Drainage Easement Located at 3205 East Olive Road

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

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Acceptance of the Donation of a Drainage Easement Located at 3205 East Olive Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a drainage easement (approximately 1588.50 square feet), located at 3205 East Olive Road, from Meadowrun Apartments, L.L.C., for the Olive Road East Road and Drainage Improvement Project:

A. Accept the donation of a drainage easement (approximately 1588.50 square feet), located at 3205 East Olive Road, from Meadowrun Apartments, L.L.C., for the Olive Road East Road and Drainage Improvement Project;

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

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

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

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

**BACKGROUND:**

The County has a project in design to make road and drainage improvements along East Olive Road between Davis Highway and Scenic Highway. Meadowrun Apartments, L.L.C., the owner of the property at 3205 East Olive Road, has agreed to donate a drainage easement (approximately 1588.50 square feet) to the County to help facilitate the construction of this portion of the Olive Road Roadway Reconstruction and Drainage Project.

Board approval is required for the Board's acceptance of the donated drainage easement.

**BUDGETARY IMPACT:**

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's office.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Drainage Easement was approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Codes.

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**Attachments**

Drainage Easement

Parcel Info

Map

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This document was prepared by:  
Wayne Manning  
Escambia County Public Works Department  
3363 West Park Place  
Pensacola, Florida 32505  
A Portion of 17-1S-30-3102-004-001

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**DRAINAGE EASEMENT**

THIS DRAINAGE EASEMENT is made and entered into this 20 day of January, 2015, by and between Meadowrun Apartments, L.L.C., a Florida Limited Liability Company, whose mailing address is 3205 East Olive Road, Pensacola, Florida 32514 (Grantor) and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

**WITNESSETH:**

WHEREAS, the Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 17, Township 1 South, Range 30 West, Escambia County, Florida;

WHEREAS, the Grantor is the owner of the real property, over, across and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement area and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit "A"

GRANTOR also does hereby grant, bargain, convey, transfer, dedicate and deliver to Grantee the right to clear, keep clear, and remove from the drainage easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement area or any structures installed thereon by Grantee. Notwithstanding; the issuance of any permit to construct or erect any structure in the easement area, Grantor, its successors and assigns, agrees not to build, construct or create or permit others to build, construct or create any building or other structures in the drainage area that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement area, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified and the Grantor, its successors and assigns, agrees to execute corrective instruments as may be required by Grantee.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee and its successors and assigns forever.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances, that would prohibit the Grantee from using the easement area for drainage purposes and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement area and an appraisal of the drainage easement area unless otherwise provided for herein.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the date first above written.

Signed, sealed and delivered  
in the presence of:

Meadowrun Apartments, L.L.C., a Florida  
Limited Liability Company

Witness Jason A. Young  
Print Name Jason A. Young

By: [Signature]  
Patrick J. Coffey, Manager

Witness Glynis Dayal  
Print Name Glynis Dayal

STATE OF ~~FLORIDA~~ Alabama  
COUNTY OF ~~ESCAMBIA~~ Mobile

The foregoing instrument was acknowledged before me this 20 day of January, 2015, by Patrick J. Coffey as Manager of Meadowrun Apartments, L.L.C., a Florida Limited Liability Company. He () is personally known to me or () has produced current \_\_\_\_\_ as identification.

(Notary Seal)

[Signature]  
Signature of Notary Public  
Lydia D. Evans  
Printed Name of Notary Public

LYDIA D. EVANS  
Notary Public, Alabama State At Large  
My Commission Expires June 30, 2018

ACCEPTANCE

THIS EASEMENT was accepted by Escambia County, Florida on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on \_\_\_\_\_.

BOARD OF COUNTY COMMISSISONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Steven Barry, 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 Jan. 27, 2015

MAP OF DESCRIPTION  
 PERPETUAL DRAINAGE EASEMENT  
 MEADOWRUN PARCEL

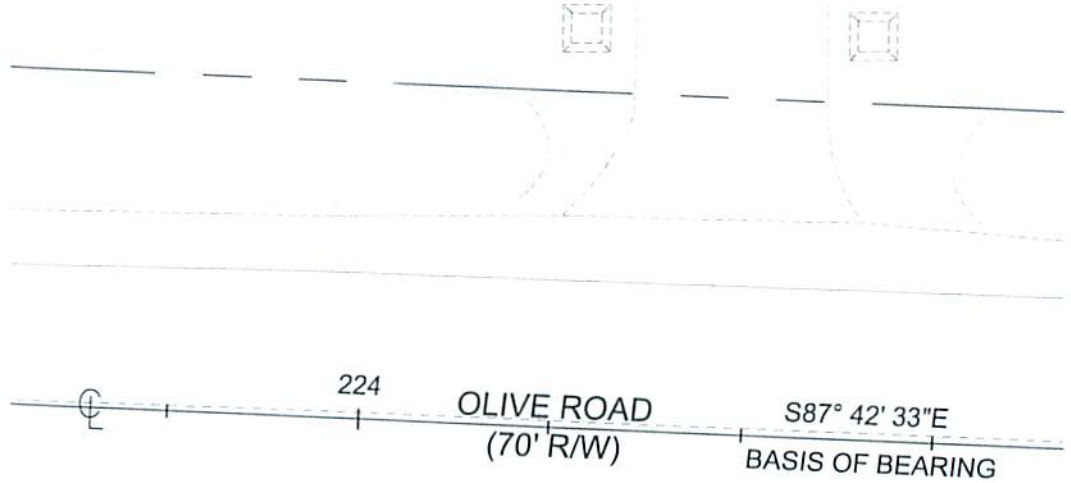
EXHIBIT "A"



**P.O.C.**  
 NORTHWEST CORNER  
 SECTION 17, TOWNSHIP 1 SOUTH,  
 RANGE 30 WEST

14 | 16  
 18 | 17

S03° 34' 01" W ~ 2613.37'  
 WEST LINE SECTION 17



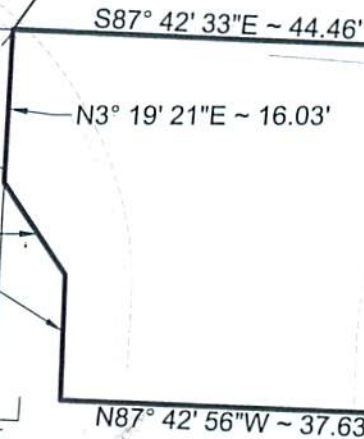
SOUTH RIGHT-OF-WAY LINE  
 (OLIVE ROAD)  
 S87° 42' 33" E ~ 4206.15'

P.O.B.

E'LY LINE  
 O.R.B. 5115 PG 1972

N33° 58' 41" W ~ 11.49'  
 N2° 17' 27" E ~ 13.10'

3201 E OLIVE RD  
 171S303102001001  
 TAMMY BONNIN LLC  
 3201 E OLIVE RD  
 PENSACOLA, FL 32504



3205 E OLIVE RD  
 171S303102004001  
 MEADOWRUN ASSOCIATES LTD  
 C/O MULTIFAMILY MANAGEMENT INV  
 ATTN JEANNIE LANKFORD  
 MOBILE, AL 36602

MAP OF DESCRIPTION  
 THIS IS NOT A SURVEY

SHEET 1 OF 2

DESCRIPTION ON SHEET 2 OF 2

PREPARED FOR:  
 ESCAMBIA COUNTY PUBLIC WORKS  
 DATE: SEPT 2014 SCALE: 1"=20'  
 PROJECT #: 11-0367.000  
 DESIGN: BLW CHECKED: JRL

THIS MAP OF DESCRIPTION IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE & RAISED SEAL.

*Jeffrey R. Lance*  
 10-1-14  
 JEFFREY R. LANCE  
 PROFESSIONAL SURVEYOR AND MAPPER #5657  
 STATE OF FLORIDA



Phone: (850) 638-1086  
 L.B. #2648

1096 Highway 90 ~ Chipley, Florida 32428



**MAP OF DESCRIPTION  
PERPETUAL DRAINAGE EASEMENT  
MEADOWRUN PARCEL**

Legal Description (Olive Road Perpetual Drainage Easement - Meadowrun Parcel):

A parcel of land situate in Section 17, Township 1 South, Range 30 West, Escambia County, Florida, being more particularly described as follows:

Commence at the northwest corner of said Section 17 and proceed South 03° 34' 01" West, along the west line of Section 17, for a distance of 2613.37 feet to the intersection with the south right-of-way line of Olive Road (State Road 290, 70 foot Right-of-Way); thence, departing said west section line, run South 87° 42' 33" East, along the south right-of-way line of Olive Road, for a distance of 4206.15 feet to the Point of Beginning; thence continue South 87° 42' 33" East, along said south right-of-way line of Olive Road, for a distance of 44.46 feet; thence, departing said south right-of-way line, run South 02° 46' 17" West for a distance of 38.38 feet; thence run North 87° 42' 56" West for a distance of 37.63 feet; thence run North 02° 17' 27" East for a distance of 13.10 feet; thence run North 33° 58' 41" West for a distance of 11.49 feet to a point on the easterly line of a parcel described in O.R. Book 5115, page 1972 of the Official Records of Escambia County, Florida; thence run North 03° 19' 21" East, along the easterly line of said parcel, for a distance of 16.03 feet to the Point of Beginning.

The above described parcel of land containing 1588.503 square feet, more or less.

Surveyor's Notes:

1. Bearings shown hereon are based on the centerline of Olive Road (SR 290) per FDOT right-of-way map Section No. 4871-150, sheet 1 of 4, as re-established by FDOT, being South 87° 42' 33" East, a grid bearing.
2. No instruments of record reflecting ownership or encumbrances have been provided, except as noted, nor did this Surveyor abstract these lands.
3. This property may be subject to encumbrances, easements, and restrictions, if any, of public record.
4. Additions or deletions to this Map of Description by other than the signing party is prohibited without written consent of the signing party.

Legend & Abbreviations:

P.O.B. Point of Beginning  
 P.O.C. Point of Commencement  
 R/W Right-of-Way  
 FDOT Florida Department of Transportation  
 SR State Road  
 No. Number  
 E'y Easterly  
 O.R.B. Official Records Book

**SKETCH ON SHEET 1 OF 2**

SHEET 2 OF 2

PREPARED FOR:  
 ESCAMBIA COUNTY PUBLIC WORKS

DATE: SEPT 2014 SCALE: N/A

PROJECT #: 11-0367.000

DESIGN: BLW CHECKED: JRL

DATE	REVISIONS



**DRMP**  
 ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS  
 Phone: (850) 638-1086  
 L.B. #2648



# Chris Jones Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

[Back](#)

Navigate Mode
  Account
  Reference

[Printer Friendly Version](#)

<p><b>General Information</b></p> <p><b>Reference:</b> 171S303102004001</p> <p><b>Account:</b> 022478175</p> <p><b>Owners:</b> MEADOWRUN APARTMENTS LLC</p> <p><b>Mail:</b> 3205 E OLIVE RD PENSACOLA, FL 32514</p> <p><b>Situs:</b> 3205 E OLIVE RD 32514</p> <p><b>Use Code:</b> MULTI-FAMILY &gt;=10 </p> <p><b>Taxing Authority:</b> COUNTY MSTU</p> <p><b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a></p> <p><small>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</small></p>	<p><b>2014 Certified Roll Assessment</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>Improvements:</b></td> <td style="text-align: right;">\$4,623,295</td> </tr> <tr> <td><b>Land:</b></td> <td style="text-align: right;">\$856,711</td> </tr> <tr> <td colspan="2" style="border-top: 1px solid black;"></td> </tr> <tr> <td><b>Total:</b></td> <td style="text-align: right;">\$5,480,006</td> </tr> <tr> <td><a href="#">Non-Homestead Cap:</a></td> <td style="text-align: right;">\$5,480,006</td> </tr> </table> <p style="text-align: center;"><a href="#">Disclaimer</a></p> <p style="text-align: center;"><a href="#">Amendment 1/Portability Calculations</a></p>	<b>Improvements:</b>	\$4,623,295	<b>Land:</b>	\$856,711			<b>Total:</b>	\$5,480,006	<a href="#">Non-Homestead Cap:</a>	\$5,480,006
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<p><b>Parcel Information</b></p> <p><b>Section Map Id:</b> <a href="#">17-1S-30-2</a></p> <p><b>Approx. Acreage:</b> 16.9100</p> <p><b>Zoned:</b>  R-4</p> <p><b>Evacuation &amp; Flood Information</b> <a href="#">Open Report</a></p>	<p style="text-align: right;"><a href="#">Launch Interactive Map</a></p> <p style="text-align: center;"><a href="#">View Florida Department of Environmental Protection(DEP) Data</a></p> <p style="text-align: center;">Buildings</p>
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# East Olive Road



2009  
Aerial Photo



ESCAMBIA COUNTY  
ENGINEERING DEPARTMENT  
SSW 2/14/15    DISTRICT 4



**Meadownrun Apartments, L.L.C.  
Easement Area**



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

**AI-7724**

**County Administrator's Report 11. 13.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 03/05/2015

**Issue:** Acceptance of a Drainage Easement Located at 3201 East Olive Road

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

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Acceptance of the Donation of a Drainage Easement Located at 3201 East Olive Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a drainage easement (approximately 96.55 square feet) located at 3201 East Olive Road, from Tammy Bonnin, L.L.C., for the Olive Road East Road and Drainage Improvement Project:

A. Accept the donation of a drainage easement (approximately 96.55 square feet) located at 3201 East Olive Road, from Tammy Bonnin, L.L.C, for the Olive Road East Road and Drainage Improvement Project;

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

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

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

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

**BACKGROUND:**

The County has a project in design to make road and drainage improvements along East Olive Road between Davis Highway and Scenic Highway. Tammy Bonnin, L.L.C., the owner of the property at 3201 East Olive Road, has agreed to donate a drainage easement (approximately 96.55 square feet) to the County to help facilitate the construction of this portion of the Olive Road Roadway Reconstruction and Drainage Project.

Board approval is required for the Board's acceptance of the donated drainage easement.

**BUDGETARY IMPACT:**

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's office.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Drainage Easement was approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Codes.

---

**Attachments**

Drainage Easement

Property Info

Map

---

This document was prepared by:  
Kara Johnson  
Escambia County Public Works Department  
3363 West Park Place  
Pensacola, Florida 32505  
A Portion of 17-1S-30-3102-001-001

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**DRAINAGE EASEMENT**

THIS DRAINAGE EASEMENT is made and entered into this 26 day of January, 2015, by and between Tammy Bonnin, L.L.C., a Florida Limited Liability Company, whose mailing address is 3201 East Olive Road, Pensacola, Florida 32504 (Grantor) and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

**WITNESSETH:**

WHEREAS, the Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 17, Township 1 South, Range 30 West, Escambia County, Florida;

WHEREAS, the Grantor is the owner of the real property, over, across and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement area and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit "A"

GRANTOR also does hereby grant, bargain, convey, transfer, dedicate and deliver to Grantee the right to clear, keep clear, and remove from the drainage easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement area or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the easement area, Grantor, its successors and assigns, agrees not to build, construct or create or permit others to build, construct or create any building or other structures in the drainage area that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement area, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified and the Grantor, its successors and assigns, agrees to execute corrective instruments as may be required by Grantee.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee and its successors and assigns forever.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit the Grantee from using the easement area for drainage purposes and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement area and an appraisal of the drainage easement area unless otherwise provided for herein.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the date first above written.

Signed, sealed and delivered  
in the presence of:

Tammy Bonnin, L.L.C., a Florida Limited  
Liability Company

Witness *Heather Tassin*  
Print Name Heather Tassin

*Stuart Bonnin*  
By: Stuart Bonnin, as President and Director of Stuart  
Francis Bonnin, DMD, P.A., the Managing Member  
of Tammy Bonnin, L.L.C.

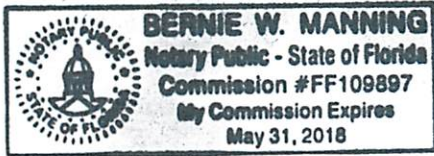
Witness *Bernie W Manning*  
Print Name Bernie W Manning

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26 day of January, 2015, by Stuart  
Bonnin as President and Director of Stuart Francis Bonnin, DMD, P.A., the Managing Member of Tammy Bonnin,  
L.L.C., a Florida Limited Liability Company. He ( ) is personally known to me or (  ) has produced current  
Florida Driver license as identification.

(Notary Seal)

*Bernie W Manning*  
Signature of Notary Public  
Bernie W Manning  
Printed Name of Notary Public



ACCEPTANCE

THIS EASEMENT was accepted by Escambia County, Florida on the \_\_\_\_ day of \_\_\_\_\_, 2015, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on \_\_\_\_\_.

BOARD OF COUNTY COMMISSISONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Steven Barry, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

This document approved as to form  
and legal sufficiency.

By *[Signature]*  
Title Adv. County Attorney  
Date Jan. 27, 2015

MAP OF DESCRIPTION  
 PERPETUAL DRAINAGE EASEMENT  
 BONNIN PARCEL

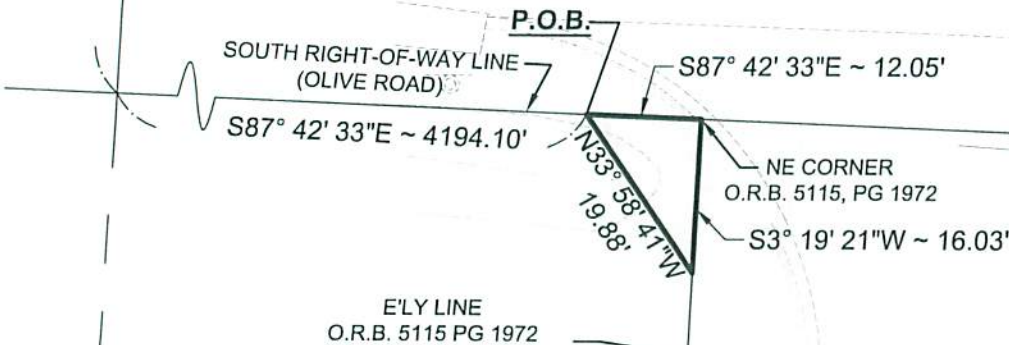
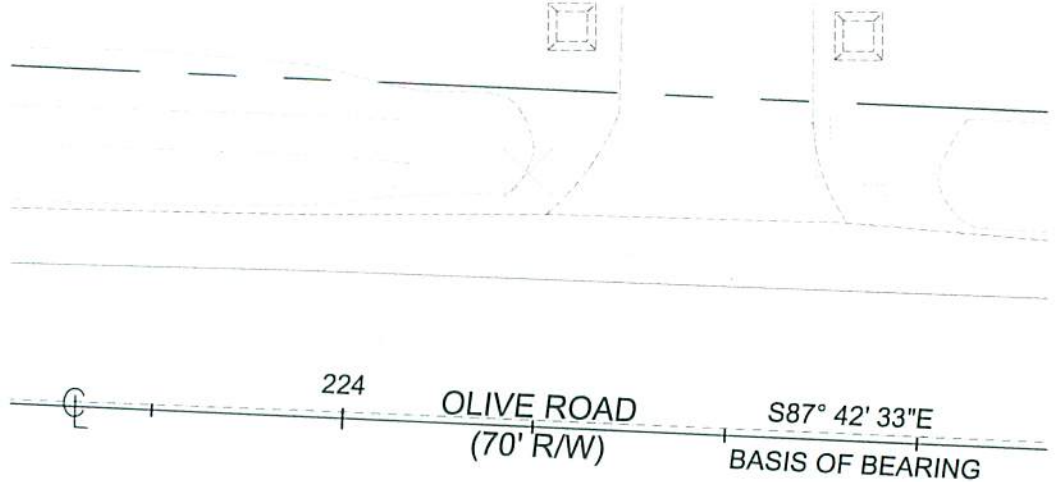
EXHIBIT "A"



**P.O.C.**  
 NORTHWEST CORNER  
 SECTION 17, TOWNSHIP 1 SOUTH,  
 RANGE 30 WEST

14 | 16  
 18 | 17

S03° 34' 01" W ~ 2613.37'  
 WEST LINE SECTION 17



3201 E OLIVE RD  
 171S303102001001  
 TAMMY BONNIN LLC  
 3201 E OLIVE RD  
 PENSACOLA, FL 32504

3205 E OLIVE RD  
 171S303102004001  
 MEADOWRUN ASSOCIATES LTD  
 C/O MULTIFAMILY MANAGEMENT INV  
 ATTN JEANNIE LANKFORD  
 MOBILE, AL 36602

MAP OF DESCRIPTION  
 THIS IS NOT A SURVEY

SHEET 1 OF 2

DESCRIPTION ON SHEET 2 OF 2

PREPARED FOR:  
 ESCAMBIA COUNTY PUBLIC WORKS  
 DATE: SEPT 2014 SCALE: 1"=20'  
 PROJECT #: 11-0367.000  
 DESIGN: BLW CHECKED: JRL

THIS MAP OF DESCRIPTION IS NOT VALID WITHOUT THE  
 SURVEYOR'S ORIGINAL SIGNATURE & RAISED SEAL.

No. 5557  
 10-1-14  
 JEFFREY R. LANCE  
 PROFESSIONAL SURVEYOR AND MAPPER #5657  
 STATE OF FLORIDA



Phone: (850) 638-1086  
 L.B. #2648

1096 Highway 90 ~ Chipley, Florida 32428



**MAP OF DESCRIPTION  
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BONNIN PARCEL**

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The above described parcel of land containing 96.553 square feet, more or less.

Surveyor's Notes:

1. Bearings shown hereon are based on the centerline of Olive Road (SR 290) per FDOT right-of-way map Section No. 4871-150, sheet 1 of 4, as re-established by FDOT, being South 87° 42' 33" East, a grid bearing.
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Legend & Abbreviations:

P.O.B. Point of Beginning  
P.O.C. Point of Commencement  
R/W Right-of-Way  
FDOT Florida Department of Transportation  
SR State Road  
No. Number  
NE Northeast  
E'ly Easterly  
O.R.B. Official Records Book

**SKETCH ON SHEET 1 OF 2**

SHEET 2 OF 2

PREPARED FOR:  
 ESCAMBIA COUNTY PUBLIC WORKS  
 DATE: SEPT 2014      SCALE: N/A  
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DATE	REVISIONS



Phone: (850) 638-1086  
 L.B. #2648

1096 Highway 90 – Chipley, Florida 32428



# 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	2014 Certified Roll Assessment
<b>Reference:</b> 171S303102001001	<b>Improvements:</b> \$367,634
<b>Account:</b> 022478050	<b>Land:</b> \$40,375
<b>Owners:</b> BONNIN TAMMY LLC	<b>Total:</b> \$408,009
<b>Mail:</b> 3201 E OLIVE RD PENSACOLA, FL 32504	<u>Non-Homestead Cap:</u> \$408,009
<b>Situs:</b> 3201 E OLIVE RD 32514	<a href="#">Disclaimer</a>
<b>Use Code:</b> PROFESSIONAL BLDG. 🔍	<a href="#">Amendment 1/Portability Calculations</a>
<b>Taxing Authority:</b> COUNTY MSTU	
<b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a>	
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	

Sales Data	2014 Certified Roll Exemptions																														
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**Parcel Information**

**Section Map Id:** [17-1S-30-2](#)

**Approx. Acreage:** 0.5000

**Zoned:** 🔍  
R-4


**Evacuation & Flood Information**  
[Open Report](#)

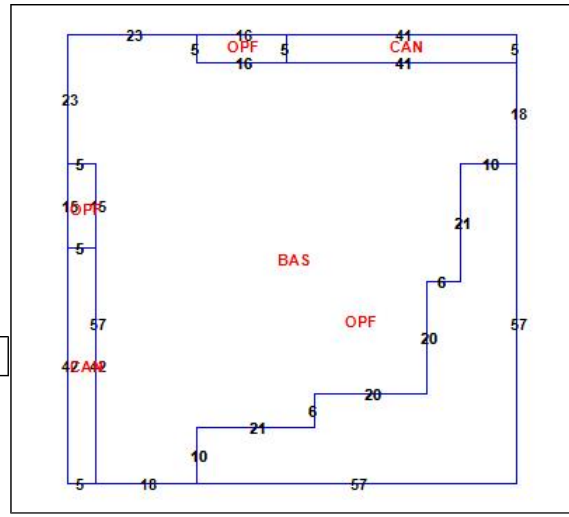
[Launch Interactive Map](#)

[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings
Building 1 - Address: 3201 E OLIVE RD, Year Built: 1991, Effective Year: 1991
<b>Structural Elements</b>
<b>DECOR/MILLWORK-MAXIMUM</b>
<b>EXTERIOR WALL-BRICK-COMMON</b>
<b>FLOOR COVER-CARPET</b>

FOUNDATION- WOOD/SUB FLOOR  
 HEAT/AIR- CENTRAL H/AC  
 INTERIOR WALL- DRYWALL- PLASTER  
 NO. PLUMBING FIXTURES- 16.00  
 NO. STORIES- 1.00  
 ROOF COVER- DIMEN/ARCH SHNG  
 ROOF FRAMING- HIP-HI PITCH  
 STORY HEIGHT- 10.00  
 STRUCTURAL FRAME- WOOD FRAME

 Areas - 6400 Total SF  
**BASE AREA - 4514**  
**CANOPY - 415**  
**OPEN PORCH FIN - 1471**



Images



10/11/06



10/11/06

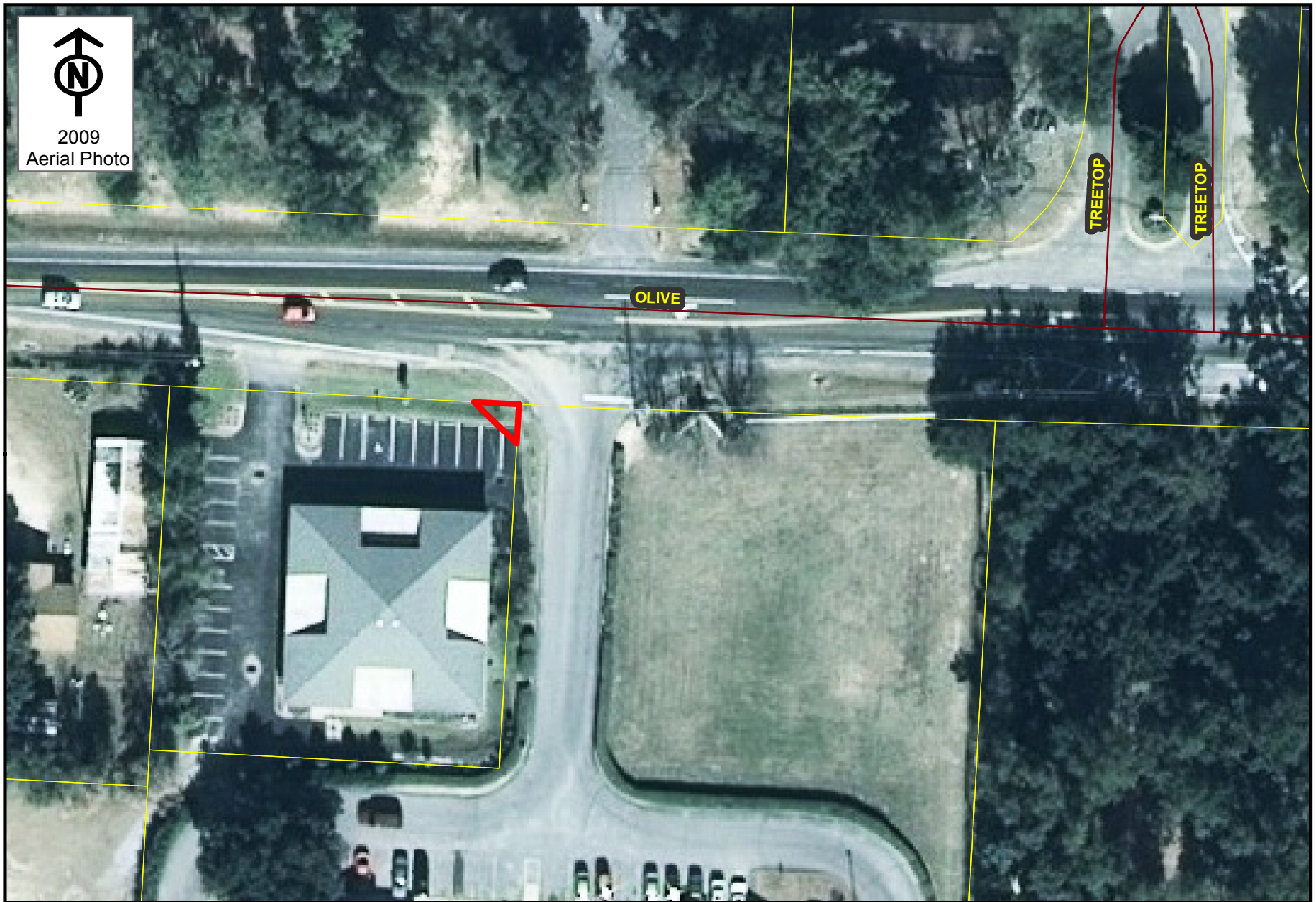


7/10/12

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: 10/07/2014 (t

# East Olive Road



2009  
Aerial Photo



ESCAMBIA COUNTY  
ENGINEERING DEPARTMENT  
SSW 2/14/15    DISTRICT 4



**Tammy Bonnin, L.L.C.  
Easement Area**



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

**AI-7729**

**County Administrator's Report 11. 14.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 03/05/2015

**Issue:** Eastern Federal Lands Access Program (FLAP) - Quietwater Beach Ferry Landing Site

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

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Eastern Federal Lands Access Program – Quietwater Beach Ferry Landing Site - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Eastern Federal Lands Access Program (FLAP) Project Grant Application for the Quietwater Beach Ferry Landing Site:

A. Authorize the County Administrator, or his designee, to submit a request for FLAP Funds to the Federal Highway Administration (FHWA) Eastern Federal Lands Highway Division (EFLHD) to request Grant funding for the Quietwater Beach Ferry Landing Site; and

B. Authorize the Chairman and/or the County Administrator, or designee, to sign any other documents related to the request for FLAP Funds, subject to Legal sign-off, and without further action of the Board.

**BACKGROUND:**

A project application for the Federal Lands Access Program is being submitted by Escambia County for the construction of docking facilities and landside improvements for the Pensacola Bay passenger ferry service at Quietwater Beach Pier. This project grant application is supported by the National Park Service (NPS), Gulf Islands National Seashore (see attached letter of support), the Santa Rosa Island Authority (SRIA) who approved during the February 25, 2015 Special SRIA Board Meeting, the West Florida Regional Planning Council (WFRPC), and local involved stakeholders.

Understanding that the FLAP Grant Program has a current 4-year cycle with approximately \$1.9M available each cycle statewide, the parties involved have constructed the grant proposal into a “multi-phased” or “priority” approach. The breakdown of the three phases and related costs are attached herein. The first priority includes all waterside and accessibility improvements less the widening of the existing

Quietwater Pier dock, the second priority is widening the Quietwater Pier dock, and the third priority is the landside improvements, which includes the construction of a shade structure and seating upgrades at the existing Boardwalk amphitheatre. The FLAP Grant Program requires a 20% local match; however, the County will utilize FDOT toll revenue credits to cover the local match contribution leaving no budgetary impact to the County. The estimated total cost for all waterside and landside improvements is approximately \$3,303,064 of which \$660,613 would constitute the County's local match requirement (see attached Quietwater Beach Ferry Landing Site Cost Information).

The project, as proposed, would construct the necessary docking facilities and landside improvements for the Pensacola Bay passenger ferry service at Quietwater Beach Pier. The attached FLAP Grant Application details the phased approach for the Quietwater Beach area improvements as agreed upon by all involved parties. However, Priority 1/Phase 1 includes all water side improvements plus ticket kiosk and accessibility upgrades less existing pier widening. Priority 2/Phase 2 includes widening of the existing pier and Priority 3/Phase 3 includes all landside improvements, which includes the shade structure. This ferry service will meet significant transportation needs for the City of Pensacola, Pensacola Beach, and the Fort Pickens Area of Gulf Islands National Seashore as identified in the Seashore's new General Management Plan. The National Park Service completed an Alternative Transportation Study for Gulf Islands National Seashore in 2009 that validated the need of the ferry service, and completed a Ferry and Shuttle Transportation Feasibility Study in 2014 that confirmed operational details and the economic viability of the ferry service. The Seashore has constructed a ferry pier and associated handicapped accessible ramp, walkway, and passenger pavilion at Fort Pickens with Paul S. Sarbanes Transit in Parks program funding.

Recently, early recovery efforts to mitigate impacts associated with the 2010 Deepwater Horizon Oil Spill have created an opportunity to provide funding to Gulf Islands National Seashore for acquisition of two passenger ferry vessels. This Early Restoration project funding, over \$4 million, has been received and the Seashore is working with NPS contracting officers to contract for the design and construction of these passenger ferry boats.

The ferry service will be operated by the National Park Service under a concessions contract. The Pensacola Bay passenger ferry service is scheduled to begin March 2017.

**BUDGETARY IMPACT:**

No budgetary impact; \$660,613 – 20% local match: FDOT Toll Revenue Credit

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Public Works Department will coordinate with NPS, SRIA, WFRPC, and local stakeholders.

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**Attachments**

Application

Letter of Support

SRIA Ltr of Support

Cost Info

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# Eastern Federal Lands Access Program Project Application

## General Information:

The Federal Lands Access Program was created by the “Moving Ahead for Progress in the 21st Century Act” (MAP-21) to improve state and local transportation facilities that provide access to and through federal lands for visitors, recreationists and resource users. See <http://flh.fhwa.dot.gov/programs/flap/> for more information.

## Instructions:

Proposed projects or studies must be located on a public highway, road, bridge, trail or transit system that is located on, is adjacent to, or provides access to Federal lands for which the facility title or maintenance responsibility is vested with a State, county, city, township, tribal, municipal, or local government. A 20% matching share is required for this program. Other Federal (non-title 23 or 49) funds may be used as match.

All projects must be submitted using this Eastern Federal Lands (EFL) Access Program Application form. The applicant must be the facility owner, have maintenance responsibility or must supply a letter from the facility owner/maintainer indicating the application is being submitted on their behalf. It is the responsibility of the applicant to supply the necessary information to complete the application to the best of their ability.

Project applications must be sponsored by the appropriate Federal Land Management Agency (FLMA) with an application signature and/or letter of support. Attachments such as cost estimates, maps, photos etc. may be included but are limited to 10 pages. Letters supporting the project do NOT count towards the 10 additional pages allowed for application support.

E-mail your completed application package to [Efl.planning@dot.gov](mailto:Efl.planning@dot.gov). If you need assistance in completing this application form or have questions about the program, please contact: Lewis Grimm, PE, FHWA-EFL Planning Team Leader at 703-404-6289 or [Lewis.Grimm@dot.gov](mailto:Lewis.Grimm@dot.gov) or the FHWA PDC member listed on the EFL FLAP web page for the respective state.

## Implementation:

The Programming Decisions Committee (PDC) for each state will review project applications and prioritize them based on weighted selection criteria developed by the PDC. The selection criteria are reflective of needs in that state and Federal regulations and guidelines. Project approval resides with the PDC. The PDC will select a balanced program that maximizes funding and addresses critical needs, in consultation with applicable FLMAs.

Memorandums of Agreement (MOA) will be required for each programmed project. The project MOA will indicate the project delivery method, match requirements, funding sources/limitations, scope, schedule, and responsibilities of the project signatories.

Project delivery with stewardship and oversight will be through FHWA-EFL or State Department of Transportation (DOT). Local public agencies that are certified by the State DOT may be permitted to deliver the projects contingent on the joint approval of the FHWA-EFL and the State DOT.

For partner delivered projects, fund obligations will be requested following an executed MOA by the State DOTs through a standardized PR-2 form. Access program funds will not reimburse work performed prior to execution of the MOA and the PR-2 (i.e. Right of Way transfers or Engineering services).

Program goals, eligible activities, application tips and the Call for Projects Standard Operating Procedures (including the selection criteria) for this application are located under the appropriate state on the Eastern Federal Lands web site at: <http://www.efl.fhwa.dot.gov/programs/federal-lands-access.aspx>



# Eastern Federal Lands Access Program Project Application

Project Name: <input style="width: 95%;" type="text" value="Quietwater Beach Ferry Landing Site"/>	Route Number: <input style="width: 95%;" type="text" value="400 Quietwater Beach Rd"/>
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Facility Owner: <input style="width: 95%;" type="text" value="Escambia County"/>	Facility Maintainer: <input style="width: 95%;" type="text" value="Santa Rosa Island Authority"/>
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Requested Project Delivery Agency:

Eastern Federal Lands (EFLHD)   
 State DOT   
 Local Agency   
 Other

<b>Functional Classification:</b> <input type="checkbox"/> National Highway System <input type="checkbox"/> Arterial <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Road <input checked="" type="checkbox"/> Other	<b>Project Design Standards:</b> <input type="checkbox"/> AASHTO <input checked="" type="checkbox"/> State DOT <input checked="" type="checkbox"/> Local Government <input type="checkbox"/> Federal Lands Highway (FLH)
--	--

<b>Type of Project Proposed: (Check all that apply)</b>  <input type="checkbox"/> New Project <input type="checkbox"/> Rehabilitation <input checked="" type="checkbox"/> Expansion/Enhancement <input type="checkbox"/> Other  <input checked="" type="checkbox"/> Design <input checked="" type="checkbox"/> Preliminary Engineering <input type="checkbox"/> Environmental (NEPA Document) <input type="checkbox"/> Right of Way  <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Paving, road base or surface course projects <input checked="" type="checkbox"/> Safety enhancements or structures <input type="checkbox"/> Minor drainage <input type="checkbox"/> Major concrete structures <input type="checkbox"/> Bicycle/pedestrian facility <input checked="" type="checkbox"/> Construction Contract <input checked="" type="checkbox"/> Construction Engineering  <input type="checkbox"/> Planning/Technical Study or Research <input checked="" type="checkbox"/> Other (e.g. Intermodal or transit facilities, ITS, environmental mitigation)  If Other, specify: <input style="width: 150px;" type="text" value="Ferry dock &amp; loading area"/>	<p style="text-align: center;"><u>Estimated Project Budget</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Preliminary Engineering:</td><td style="text-align: right;">\$217,501</td></tr> <tr><td>Construction Engineering:</td><td></td></tr> <tr><td>Construction Cost:</td><td style="text-align: right;">\$2,982,250</td></tr> <tr><td>Right-of-Way:</td><td></td></tr> <tr><td>Other Costs: Survey &amp; Permitting</td><td style="text-align: right;">\$103,313</td></tr> <tr><td><b>Total Project Cost:</b></td><td style="text-align: right;"><b>\$3,303,064</b></td></tr> </table> <p style="text-align: center;"><u>Project Funding</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Requested FLAP Funds:</td><td style="text-align: right;">\$2,642,451</td></tr> <tr><td>Estimated Match/Federal Credits</td><td style="text-align: right;">\$660,613</td></tr> <tr><td>Other:</td><td></td></tr> <tr><td><b>Total Project Cost:</b></td><td style="text-align: right;"><b>\$3,303,064</b></td></tr> <tr><td>Calculated Match Percent</td><td style="text-align: right;">20%</td></tr> </table> <p>Match Formula: FLAP Funds / Federal Share(80%) - FLAP Funds</p>	Preliminary Engineering:	\$217,501	Construction Engineering:		Construction Cost:	\$2,982,250	Right-of-Way:		Other Costs: Survey & Permitting	\$103,313	<b>Total Project Cost:</b>	<b>\$3,303,064</b>	Requested FLAP Funds:	\$2,642,451	Estimated Match/Federal Credits	\$660,613	Other:		<b>Total Project Cost:</b>	<b>\$3,303,064</b>	Calculated Match Percent	20%
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Requested FLAP Funds:	\$2,642,451																						
Estimated Match/Federal Credits	\$660,613																						
Other:																							
<b>Total Project Cost:</b>	<b>\$3,303,064</b>																						
Calculated Match Percent	20%																						

<b>Project Location:</b> City: <input style="width: 95%;" type="text" value="Pensacola Beach"/> County: <input style="width: 95%;" type="text" value="Escambia"/> State: <input style="width: 95%;" type="text" value="FL"/> Longitude/Latitude: <input style="width: 95%;" type="text" value="87 8.49N 30 20.109"/> Congressional District(s): <input style="width: 95%;" type="text" value="1"/>	<p style="text-align: center;"><u>Benefitting Federal Land Unit(s)</u></p> <input style="width: 95%;" type="text" value="Ft. Pickens Area in FL District Gulf Island National Seashore (GINS)"/> Federal Land Management Agency (FLMA) managing the above unit(s) <input type="checkbox"/> Bureau of Land Management <input type="checkbox"/> Fish and Wildlife Service <input type="checkbox"/> Forest Service <input checked="" type="checkbox"/> National Park Service <input type="checkbox"/> U.S. Army Corps of Engineers <input type="checkbox"/> Other (e.g. DOD, )  Specify <input style="width: 150px;" type="text" value="Gulf Island National Seashore"/>
---	---

<b>Project Applicant:</b> Name: <input style="width: 95%;" type="text" value="David Forte"/> Position: <input style="width: 95%;" type="text" value="Program Manager"/> Agency: <input style="width: 95%;" type="text" value="Escambia Board of County Commissioners"/> Phone: <input style="width: 95%;" type="text" value="850-595-3404"/> E-mail: <input style="width: 95%;" type="text" value="dvforte@myescambia.com"/> Address: <input style="width: 95%;" type="text" value="Transportation Division"/> <input style="width: 95%;" type="text" value="3363 West Park Pl"/> <input style="width: 95%;" type="text" value="Pensacola, FL 32505"/>	<p style="text-align: center;"><u>FLMA Signature of Project Acknowledgement &amp; Concurrence</u></p> <input style="width: 95%; height: 20px;" type="text"/>  Name: <input style="width: 95%;" type="text" value="Dan Brown"/> Title: <input style="width: 95%;" type="text" value="Superintendent"/> Phone: <input style="width: 95%;" type="text" value="850-934-2613"/> E-mail: <input style="width: 95%;" type="text" value="Daniel_R_Brown@nps.gov"/>
--	---

# Eastern Federal Lands Access Program Project Application

**Prioritization Factors:**

- FLMA, StateDOT, and facility owner agree that the project is an Economic/Visitation Generator.  Yes  No
- FLMA, StateDOT, and facility owner agree that the project is a priority.  Yes  No
- Project is consistent with the metropolitan, statewide and/or regional planning process.  Yes  No
- Project is consistent with currently adopted agency plans.  Yes  No
- If local delivery is requested, the applicant is certified by the State DOT to administer local agency projects following Federal Highway Administration requirements.  Yes  No

Project Development Status

	Not Started	In Progress	Completed	N/A	Completion Date/Comments
Project on TIP/STIP	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TIP/STIP to be amended if funds are awarded
Right of Way	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Preliminary Engineering	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
NEPA Document	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2011/2014
Permits	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Anticipated Delivery Calendar Year:	<input type="text" value="2016"/>				
Latest Possible Delivery Calendar Year	<input type="text" value="2016"/>				

**Resource Protection:**

Please identify any impacts to known natural, cultural or physical resources associated with this project. (Check all that apply)

Negative Impact      Positive Impact

- Wetlands/Water Resources
- Threatened & Endangered Species
- Species of concern/state listed
- Other biological resources (fisheries, rookeries)
- Wild & Scenic River (or other state classifications)
- Non-attainment areas (air quality)
- Historic & archeological resources
- Native American areas/concerns
- Wilderness or roadless areas
- Parks & recreation areas/wildlife refuge [Section 4(f) 6(f)]
- Hazardous materials/contamination site
- Air, noise, and/or visual impacts

# Eastern Federal Lands Access Program Project Application

## 1. Project Description

Please provide a summary of the purpose and need for the proposed project. Provide a detailed description of the project activities that would be funded with Access Program funds. Describe the overall design concept, any unusual design elements, design standards, and any work affecting structures (bridges and major culverts). Include widths, surfacing type, earthwork needs or roadside safety features. Include options and funding breakdown for scaling/phasing the project, if applicable.

Pensacola Beach occupies a 9-mile section of Santa Rosa Island. The year-round population is less than 3,000. It is a popular vacation area and its beaches are ranked among Trip Advisor's "Top 25 Beaches." There are hundreds of hotels, motels, resorts, condos, and beach houses on the island and in the summer the daytime population can exceed 25,000. The commercial core of Pensacola Beach is located at the junction of Pensacola Beach Boulevard, Via De Luna Drive and Fort Pickens Road. The entrance to the Fort Pickens Area of the national seashore is 2.5 miles to the west. The proposed ferry landing is at the Quietwater Beach Boardwalk, one of several commercial developments in the center of Pensacola Beach. In addition to retail shops, restaurants, and nightclubs, Quietwater Beach Boardwalk has a public beach area and a public boat dock. The proposed Quietwater Beach Ferry Landing site at Pensacola Beach is proposed at the publicly owned dock located in Santa Rosa Sound at Quietwater Beach. Quietwater Beach is a very popular beach area along the Quietwater Boardwalk commercial shopping and restaurant development, and is located in the heart of Pensacola Beach.

Priority 1: Phase I (FLAP Request=\$783,551; 20% Match=\$195,888; Phase 1 Total=\$979,439)

A fixed ferry arrival dock, approximately 16 feet by 80 feet, will be built beyond the existing pier and T-dock. The purpose of the dock is to accommodate ferry passenger loading and off-loading safely and provide a dedicated tie-off for the ferry distinct from the public T-dock area. Controlled access (dock gate) and a decking system similar to the existing pier with edge protection will be part of the improvements to meet accessibility standards, and reduced resource impacts. Additional pole lighting will be added to the dock for pedestrian safety.

Existing pedestrian access between the boardwalk and pier occurs at a wood ramp adjacent to the boardwalk amphitheater. In order to meet current accessibility standards the ramp will be widened and rebuilt in the current location with composite wood for durability. The primary gateway and orientation focal point would be a centrally located ticketing kiosk and shade shelter with informational signs and brochures. The kiosk location would also be the first point of contact with a ferry boat crew member while the vessel is docked at the Quietwater pier. The kiosk and counter would be adjacent or nearby to the shade shelter, or could potentially be located in adjacent retail space. In order to orient and direct arriving and departing passengers, this element would ideally be situated close to the Quietwater Boardwalk amphitheater with a direct view of the ferry boat at the Quietwater pier.

Priority 2: Phase II (FLAP Request=\$698,900; 20% Match=\$174,725; Phase 2 Total=\$873,625)

The existing pier is 8 to 9 feet wide by approximately 350 feet with a composite decking and grate surface (center portion of dock is open grating). Improvements include widening of existing walking surface to an overall width of 16 feet wide over the length of the existing pier. A composite decking and grate system, with edge protection is needed for access safety and reduced resource impacts. Additional pole lighting will be added to the pier for pedestrian safety.

Priority 3: Phase III (FLAP Request=\$1,160,000; 20% Match=\$290,000; Phase 3 Total=\$1,450,000)

The passenger queuing area will be at the existing amphitheater which is adjacent to the pier ramp access. A "palapa" style shade shelter will be developed over the amphitheater area to provide a protected passenger queuing area with direct view to the pier and ferry landing. The amphitheater seating will be rebuilt with composite decking and adjusted to integrate with the new shade shelter. See attached NPS breakdown of phased line item cost estimates.

# Eastern Federal Lands Access Program Project Application

## 2. Safety Benefits

Please describe how this project addresses issues related to safety. Will the project improve safety for all users (pedestrians, bicycles, motor vehicles, etc.)? Will this project improve identified crash sites or hazardous conditions (road safety audits or engineering assessments)?

The primary safety benefits throughout the region will be the reduction in automobile travel. The historic Fort Pickens area is 17 miles from downtown Pensacola and 9.5 miles from the center of Pensacola beach. Those traveling from Pensacola to Pensacola Beach must travel two bridges (one is 3 miles and the other has a toll) and through the City of Gulf Breeze. The ferry service will potentially eliminate some 20,000 of these trips annually.

The safety benefits are particularly important in Gulf Breeze where all traffic heading towards Pensacola Beach or Fort Pickens is cut-through traffic through a highly-developed area, including a major school zone. Safety benefits within Pensacola Beach and the national seashore include reduced motor vehicle activity along two lane roads with significant pedestrian and bicycle activity.

## 3. Accessibility and Mobility Benefits

Please describe how the proposed project routes are connected to a FLMA inventory route. Describe how the project addresses the need on FLMA plan, State or County Comprehensive Plan. Describe how the proposed project will fill missing links in the network, remove travel restrictions and bottlenecks. How will the plan improve mode choice, explore and enhance transit system (i.e. operation and maintenance of transit facilities, etc.)? Will the plan reduce traffic congestion; enhance visitor mobility and accessibility?

No additional parking is proposed as part of this project. The existing parking lots for the Quietwater Boardwalk have over 500 spaces available for public parking. Additionally, overflow parking is available immediately south of the Boardwalk, across Via de Luna on large surface lots with over 1,100 spaces. Pedestrian access to these parking lots is provided at a crosswalk at the intersection of Via de Luna and Fort Pickens Road.

One of the goals of the ferry service is to reduce vehicle congestion and volume from Pensacola to Santa Rosa Island and the Fort Pickens Area. Due to the limited public parking, expansion of the Escambia County bus routes and the Santa Rosa Island Authority trolley service are under consideration with the partnering entities to provide mass-transit options to the Pensacola Beach ferry landing and alleviate impacts from ferry user parking requirements.

Arriving passengers would be allowed to unload in the designated areas at the main boardwalk entrance. This entryway would include orientation and directional signs to guide passengers to the ticketing kiosk, ferry dock, and public restrooms.

The ferry service will provide mobility choices during the bridge replacement project over Pensacola Bay. Construction of the US Hwy 98 bridge connecting Pensacola to Gulf Breeze is scheduled to begin in 2017. The bridge project is planned to take four years to complete.

# Eastern Federal Lands Access Program Project Application

## 4. Preservation Benefits

Will this project improve the National Bridge Inventory System (NBIS) deficient bridge rating? How will the project improve surface conditions? Will the project reduce operating costs? How will the project contribute to the protection of specific natural, cultural, historic, and/or scenic resources?

The reduction in automobile traffic will produce modest reductions in roadway operating and maintenance costs. The primary financial benefit of the project is the potential that it would enable the passenger ferry service to offset current vehicular congestion and provide an alternative access to the park should Fort Pickens Road be destroyed by another storm and rebuilding not be financially viable.

The anticipated increase in visitation to the park can be accommodated without the increase in impacts to threatened and endangered species via road kill incidents and illegal parking. The project will recreate the historic method of water transport to Fort Pickens while maintaining the significance of the historic structures by adaptively reusing them for new visitor use functions.

## 5. Economic Development Benefits

Please describe how this project will attract tourism/visitation. Will the project address more than one Federal Land Management Agency (FLMA) area? How will this project influence economic development? How will this project address visitor mobility, access, and experience?

Tourism is a major economic generator for the Pensacola Bay area. With the construction of the dock, this will enable ferry service between downtown Pensacola, Fort Pickens, and the Quietwater boardwalk area of Pensacola Beach. Currently, tourism accounts for \$500m a year and is an economic engine for the Pensacola Bay area and water transportation can enhance tourism by adding an on-water sightseeing experience.

Direct economic development benefits are anticipated for the areas near the landing sites in downtown Pensacola and Pensacola Beach. Downtown Pensacola will benefit from visibility as the primary launch site for ferry trips. Pensacola Beach will benefit from the increased tourism that can be accommodated without increased parking demand.

The benefits for the Fort Pickens section of the seashore are the protection of wildlife and historic resources by reducing the impact of automobile traffic.

## 6. Sustainability and Environmental Quality Benefits

Please describe how the proposed project contributes to the environmental goals and objectives of the Federal Land Management Plan or other applicable land management plan. How will the proposed project avoid/minimize/mitigate potential impacts to environmental or cultural resources? Will the project improve fish passage and/or wildlife connectivity? How does the proposed project contribute to the use of sustainable energy sources for transportation?

The ferry service and infrastructure will support several key goals in the national seashore's General Management Plan (GMP). The ferry will support the GMP in several ways:

- supports a variety of visitor experience opportunities, including recreational/beach activities, transportation, a boating and water experience, and connections to other historic, cultural, community, and commercial amenities
- supports the purpose of the seashore to serve as an outdoor classroom, by including educational materials and providing access for visitors to experience and learn in different parts of the seashore
- supports the national seashore NPS's goals for sustainability and climate change, including the use of multi-modal transportation choices



## United States Department of the Interior



National Park Service  
Gulf Islands National Seashore  
1801 Gulf Breeze Parkway  
Gulf Breeze, FL 32563

IN REPLY REFER TO:

A44

February 13, 2015

Federal Lands Access Program  
Eastern Federal Lands  
Federal Highway Administration

Eastern Federal Lands:

A project application for the Federal Lands Access Program (FLAP) is being submitted by Escambia County for the construction of docking and related facilities for the Pensacola Bay passenger ferry service. This project is supported by The National Park Service, Gulf Islands National Seashore.

The project, as proposed, would construct the necessary docking facilities and provide safe, accessible public access for the Pensacola Bay passenger ferry service at the ferry's departure site at Quietwater Beach within the community of Pensacola Beach. This ferry service will meet significant transportation needs for the Fort Pickens Area of Gulf Islands National Seashore as identified in the Seashore's new General Management Plan. The National Park Service also completed an Alternative Transportation Study for Gulf Islands National Seashore in 2009 that validated the need of this ferry service, and completed a Ferry and Shuttle Transportation Feasibility Study in 2014 that confirmed operational details and the economic viability of the ferry service. These studies identified the ferry route connecting both Pensacola and Pensacola Beach to Fort Pickens. The Seashore has constructed a ferry pier, associated handicapped accessible ramp and passenger shade pavilion at Fort Pickens with Paul S. Sarbanes Transit in Parks program funding. In 2014 the City of Pensacola was awarded FLAP funding for the construction of ferry docking facilities at the Port of Pensacola.

Recently, efforts to mitigate impacts associated with the 2010 Deepwater Horizon Oil Spill have provided funding to Gulf Islands National Seashore for acquisition of two passenger ferry vessels. This NRDA Early Restoration project funding, over \$4 million, has been received and the Seashore is working with NPS contracting staff to proceed with the design and construction of these passenger ferry boats.

The ferry service will be operated by the National Park Service under a concessions contract that will also include the operation of a shuttle service to provide ground transportation at Fort Pickens for ferry passengers. Gulf Islands National Seashore is one of the top ten most visited national park areas in the country with more than 4.5 million annual visitors, and Fort Pickens is one of the most heavily visited areas of the Seashore.

Gulf Islands National Seashore encourages your favorable consideration of this application.

Sincerely,

Daniel R. Brown  
Park Superintendent



**SANTA ROSA**  
ISLAND AUTHORITY

**BOARD MEMBERS**

Tammy Bohannon  
Chairwoman  
Dave Pavlock  
Vice Chair  
Thomas Campanella  
Secretary Treasurer  
Jerry Watson  
Acting Secretary Treasurer  
Karen Sindel  
Member  
Janice Gilley  
Member  
W. A. "Buck" Lee  
Executive Director

February 26, 2015

The Honorable Steven Barry  
Chairman  
Escambia County Board of Commissioners  
221 Palafox Place  
Ste. 400  
Pensacola, FL 32502

Dear Commissioner Barry:

The Santa Rosa Island Authority Board took the following action in last night's Special Board Meeting regarding the National Park Service Ferry Project:

**Upon amended motion of Ms. Janice Gilley seconded by Ms. Karen Sindel, the SRIA Board recognizes the Quietwater Boardwalk is for public use, the owner is Escambia County, and the Santa Rosa Island Authority is responsible for reasonable maintenance. The Board respectfully requests the grant phases be as follows: Phase 1 – the extension of the current pier, Phase 2 – retrofit/widen the existing pier, Phase 3 – shade structure. (6-0)**

Please let us know if you have any questions or if we can be of any service.

Sincerely,

Secretary-Treasurer Dr. Thomas Campanella  
SRIA Board 2015

TC/jt

Cc: Honorable Grover Robinson, IV  
Honorable Doug Underhill  
Honorable Wilson Robertson  
Honorable Lumon May  
Mr. Jack Brown

**Pensacola Beach 2015 FLAP Application Cost Information**

**NOTE TO REVIEWER** - Phases are designed to build upon one another in sequence in order to utilize partial funding (i.e., if there is only funding for Phase 1, then Phase 2 & 3 could be funded later but would not hamper the Phase 1 waterside elements of the project)

Phase	Scalable Items	Amount
1	Waterside Phase 1 (New Ferry Arrival Dock and Related Improvements (Utility, Accessibility Stds.) <b>Requested FLAP Funds</b>	\$783,551
	<b>Calculated 20% Match - FDOT Toll Credit</b>	\$195,888
	<b>Phase 1 Project Funding</b>	\$979,439
2	Waterside Phase 2 (Widen Existing Pier and Related Improvements (Utility, Accessibility Stds.) <b>Requested FLAP Funds</b>	\$698,900
	<b>Calculated 20% Match - FDOT Toll Credit</b>	\$174,725
	<b>Phase 2 Project Funding</b>	\$873,625
3	Landside Phase 3- Queuing, Shade, and Seating Improvements <b>Requested FLAP Funds</b>	\$1,160,000
	<b>Calculated 20% Match - FDOT Toll Credit</b>	\$290,000
	<b>Phase 3 Project Funding</b>	\$1,450,000
<b>SUMMARY</b>		
Phase		Total
1-3	<b>Requested FLAP Funds Total</b>	\$2,642,451
1-3	<b>20% Match - FDOT Toll Revenue Credits Total</b>	\$660,613
1-3	<b>Phase 1-3 Project Funding Total</b>	\$3,303,064





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

**AI-7786**

**County Administrator's Report 11. 15.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 03/05/2015

**Issue:** Assembly Kits for ECAT Bus Shelters PD 14-15.011

**From:** Stephan Hall, Interim Department Director

**Organization:** OMB

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Assembly Kits for Escambia County Area Transit Bus Shelters - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.011, Assembly Kits for Escambia County Area Transit Bus Shelters, to Brasco International, Inc., for a quantity of 30, 9 feet by 5 feet or similar size shelters, with bench, waste receptacle, and solar LED packages, for a total of \$212,850.

[Funding: Fund 320, FTA Capital Project Fund, Cost Center 320423, Object Code 56301]

**BACKGROUND:**

The Invitation to Bid PD 14-15.011 was advertised in the Pensacola News Journal on December 15, 2014. Five firms were notified on December 15, 2014. Three bids were received on January 20, 2015. Brasco International, Inc., is the lowest, responsive bidder. A request for protest to the award to Brasco International Inc. was filed by ParsCo, LLC on February 9, 2015 in the Office of Purchasing. In compliance with Escambia County Code or Ordinance, 46-101, Protested Solicitations and Awards, an informal hearing was held in the Office of Purchasing on February 10, 2015. The protest was denied by the Purchasing Manager. ParsCo, LLC did continue the protest under the provisions of the ordinance. The recommendation is to award to the lowest, responsive bidder.

**BUDGETARY IMPACT:**

Funding: Fund 320, FTA Capital Project Fund, Cost Center 320423, Object Code 56301

**LEGAL CONSIDERATIONS/SIGN-OFF:**

A Purchase Order Form of Contract will be used.

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This Recommendation is in compliance with the Escambia County, FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts. The Invitation to Bid PD 14-15.011 for Assembly Kits for ECAT Bus Shelters was advertised in the Pensacola News Journal on December 15, 2014. Five firms were notified on December 15, 2014. Three bids were received on January 20, 2015. Brasco International, Inc., is the lowest, responsive bidder. A request for protest to the award to Brasco International, Inc. was filed by ParsCo, LLC in the Office of Purchasing on February 9, 2015. In compliance with Escambia County Code Ordinances Sec. 46-101 Protested Solicitations and Awards, an informal hearing was held in the Office of Purchasing on February 10, 2015. The protest was denied by the Purchasing Manager. ParsCo, LLC did not continue the protest under the provisions of the ordinance. The recommendation is to award to the lowest, responsive bidder.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Purchase Order.

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**Attachments**

Bid Tab

Statement

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**PUBLIC NOTICE OF RECOMMENDED AWARD**

<b>BID TABULATION</b>	<b>DESCRIPTION: Assembly Kits for ECAT Bus Shelters</b>							
	<b>ITB# PD 14-15.011</b>							
<b>Bid Opening Time: 3:00 p.m. CST</b> <b>Bid Opening Date: 1/20/2015</b> <b>Opening Location: Rm. 11.407</b>	<b>Cover Sheet/Acknowl.</b>	<b>Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statutes, on Entity Crimes</b>	<b>Drug-Free Workplace Form</b>	<b>Info Sheet for Trans. &amp; Convey. Corp. ID</b>	<b>Addenda</b>	<b>Qty (17) TOTAL</b>	<b>Qty (25) TOTAL</b>	<b>Qty (30) TOTAL</b>
<b>NAME OF BIDDER</b>								
Parsco LLC	Y	Y	Y	Y	Y	\$192,100	\$282,500	\$339,000
Brasco International, Inc.	Y	Y	Y	Y	Y	\$122,315	\$178,000	\$212,850
Tolar Mfg. Co., Inc.	Y	Y	Y	Y	Y	\$219,130	\$322,250	\$386,700
<b>BIDS OPENED BY:</b>	<b>Joe Pillitary, CPPO, CPPB, Purchasing Coordinator</b>						<b>DATE: January 20, 2015</b>	
<b>BIDS WITNESSED BY:</b>	<b>Lori Kistler, SOSA</b>						<b>DATE: January 20, 2015</b>	
<b>BIDS TABULATED BY:</b>	<b>Lori Kistler, SOSA</b>						<b>DATE: January 20, 2015</b>	

CAR  
DATE 2/5/2015

BOCC  
DATE 2/5/2015

The Purchasing Manager/Designee recommends to the BCC: To award a Contract to Brasco International, Inc. for a total of \$212,850.

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted 1/22/2015 @ 4:20 p.m. CST





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

<http://www.co.escambia.fl.us/purchasing>  
213 PALAFOX PLACE \$ 2<sup>nd</sup> Floor  
P.O. BOX 1591  
PENSACOLA, FL 32597-1591  
TELEPHONE (850) 595-4980  
(SUNCOM) 695-4980  
TELEFAX (850) 595-4805

Claudia Simmons, Manager  
Office of Purchasing

February 13, 2015

Mr. Amir Michael Fooladi  
ParsCo LLC  
55 South A Street  
P.O. Bo 12862  
Pensacola, Florida 32591

Ref: Written Protest for Recommended Award for the ITB for Assembly Kits and Bus Shelters for ECAT PD14-15.011

Dear Mr. Fooladi,

Thank you for participating in the Informal Hearing held as scheduled on:

Date: Tuesday, February 10, 2015  
Time: 3:30 PM  
Loc.: The Office of Purchasing  
213 Palafox Place 2<sup>nd</sup> Floor  
Pensacola, Florida 32502

Based on your letter received on February 9, 2015 and your presentation at the informal hearing, ParsCo LLC is protesting the recommendation to award the Purchase Order for PD14-15.011 Assembly Kits and Bus Shelters for ECAT and requesting that the bid from Brasco International Inc., the low bidder, be rejected on the grounds that the bid from Brasco International Inc. was not in compliance with the requirements of the bid specifications as outlined below.

- a. Material of construction – steel vs. aluminum specified as preferred
- b. Size of shelters – 8', 12' and 16' vs. 9' or similar
- c. Color of the shelters – no color stated vs. a specified color
- d. Solar Lighting – steel housing vs. aluminum housing
- e. Wind Rating – 120mph vs. 160mph
- f. Certificate of Authority to do Business in State of Florida – not in sealed bid

A review of the facts in accordance with the Escambia County Purchasing Ordinance 46-101 was performed. Brasco International Inc. has provided clarifications and certifications within the bid documents and written correspondence to the following:

- a. Material of construction of Brasco Assembly Kit is aluminum
- b. Size of shelters – shelter is approximate and similar to the 9' specified
- c. Color of the shelters – color coating is included in the cost of the bid – RAL 7045 is an option
- d. Solar Lighting – the housing is aluminum
- e. Wind Rating – the product offered is rated for 160mph
- f. Certificate of Authority to do Business in State of Florida – is not a requirement at the opening of the sealed bid and the omission of that information does not render a bid non-responsive.

The issue was raised in the letter of written protest regarding local business vs. non-local business. Escambia County code of Ordinance Volume 1, Chapter 46, Article II, Sec. 46-110 provides for a preference to local businesses in the sealed bid process. Brasco International Inc. is a non-local vendor. ParsCo LLC is a locally owned and operated business and meets the criteria for consideration of preference under the provisions of Sec. 46-110 based on location. The local preference was evaluated and deemed to be non applicable since the bid received from ParsCo LLC is not within the prescribed range of 5% of the low bid.

Based on the information presented and the above referenced review of the facts, the protest is denied.

As we discussed, you may proceed with a formal protest as outlined in the Escambia County Code of Ordinance, 46-101.

I can be reached by phone at 850 595-4987, FAX 850 595 4805. Please contact me if you have any questions.

Thank you,

A handwritten signature in blue ink that reads "Claudia Simmons". The signature is written in a cursive, flowing style.

Claudia Simmons, Manager  
Office of Purchasing

**Cc: Stephan Hall, Interim Department Manager OMB  
Amy Lovoy, Interim Assistant County Administrator  
Jack R. Brown, County Administrator  
Kristin Hual, Assistant County Attorney  
Joe Pillitary, CPPO, CPPB, FCN, FCCM  
Colby Brown, Dep. Director of Public Works  
Mike Crittendon, Manager ECAT  
Don Christian, Public Works  
Alison Rogers, County Attorney**



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

AI-7627

County Administrator's Report 11. 1.

BCC Regular Meeting

Discussion

Meeting Date: 03/05/2015

Issue: Historical Flags Displayed on County Buildings

From: Grover Robinson, District 4 Commissioner

Organization: Board of County Commissioners

CAO Approval:

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**RECOMMENDATION:**

Discussion Concerning Commissioner Robinson's Request to Amend the Board's Action of December 11, 2014 - Commissioner Robinson, District 4

That the Board consider Commissioner Robinson's request to amend its action of December 11, 2014, regarding flags displayed on County buildings, adopt the Resolution relating to the display of historical flags on County buildings, and authorize the Chairman to sign the Resolution subject to Legal sign-off.

**BACKGROUND:**

At the December 11, 2014, BCC Meeting the Board voted 4-0, with Commissioner Robinson voting "no," to approve to "drop all Flags other than the Stars and Stripes United States Flag and the State of Florida Flag from any building in the County."

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

A Draft Resolution relating to the display of historical flags on County Buildings was prepared by the County Attorney's Office.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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## **Attachments**

Resolution

12-11-2014 BCC Meeting Minutes Page

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RESOLUTION NUMBER R2015-\_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA RELATING TO THE DISPLAY OF HISTORICAL FLAGS ON COUNTY BUILDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, by Board action on December 11, 2014, the Board of County Commissioners previously approved a motion to remove all flags from County buildings except the United States Flag and the Flag of the State of Florida; and

**WHEREAS**, the Board of County Commissioners has determined it is in the best interest of the residents of Escambia County that the County reserve the option to display historical flags on County buildings consistent with the historical flags displayed on City of Pensacola buildings; and

**WHEREAS**, the Board of County Commissioners further finds it is in the best interest of the residents of Escambia County that the County authorize flying historical flags at the Pensacola Bay Center consistent with the historical flags displayed on City of Pensacola buildings.

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

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

Section 2. That the Board of County Commissioners hereby reserves the option to display historical flags on County buildings consistent with the historical flags displayed on City of Pensacola buildings.

Section 3. That the Board of County Commissioners hereby authorizes flying historical flags at the Pensacola Bay Center consistent with the historical flags displayed on City of Pensacola buildings.

Section 4. That if any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

\_\_\_\_\_  
Steve Barry, Chairman

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

\* 1. Confederate Flag ▶

Motion made by Commissioner May, seconded by Commissioner Underhill, and carried 4-0, with Commissioner Robertson voting "no," approving to "drop all Flags other than the Stars and Stripes United States Flag and the State of Florida Flag from any building in the County," relative to the recommendation that the Board discuss the Board's action of February 10, 2000, related to the Confederate Flag, and vote to either keep or amend the Board's action of February 10, 2000.

Speaker(s):

Tommy Ratchford	Beverly Perry
Colonel Jim Smith	Pam Smith
Dianne Krudel	Katrina Ramos
Richard G. Mills	Samuel A. Horton
Auby Dan Smith	Julie Kain
Larry Smith	Keyontae Humphries
Elaine Sargent	Clarissa Farrar
Chris Hendricks	Dorrian Vance

2. Annual Board/Committee Appointments ▶

Motion made by Commissioner Robinson, seconded by Commissioner Robertson, and carried unanimously, confirming Chairman Steven Barry's 2015 annual appointments to Boards and Committees on which Commissioners serve, as follows:

Area Agency on Aging (1) – Commissioner Robertson  
Greater Pensacola Chamber Board of Directors (1) – Commissioner Underhill  
**(Note: the Chamber Bylaws require the Chairman or Chairman's Designee serve on this Board)**  
Bay Area Resource Council (2) – Commissioner Robinson and Commissioner Underhill

(Continued on Page 61)



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

**AI-7645**

**County Administrator's Report 11. 2.**

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 03/05/2015

**Issue:** Approval of Revised Contract for Acquisition of Real Property for the Olive Road East Improvement Project

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

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Approval of Revised Contract for Sale and Purchase for the Acquisition of a Parcel of Real Property (with House) at 7965 Kipling Street for the Olive Road East Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

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

A. The revised Contract correctly listing all trustees of Drabkin Living Trust for Sale and Purchase for the acquisition of a parcel of real property (approximately 2.55 acres), with house, located at 7965 Kipling Street, for proposed stormwater retention pond, from the Drabkin Family Living Trust, for the purchase price of \$250,000, which is above the appraised value of \$130,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. The authorization for the Chairman to sign the Contract for Sale and Purchase for the acquisition of a parcel of real property (approximately 2.55 acres), with house, located at 7965 Kipling Street, from the Drabkin Family Living Trust; and

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

[Funding Source: Fund 352, LOST III, Cost Center 210109/56101 and Cost Center 210107/56101]

## **BACKGROUND:**

The County has a project in design to make roadway and stormwater drainage improvements on East Olive Road. Project design indicates the need for property for the construction of a large stormwater retention pond (approximately 6.00 acres) in the 2600 block of East Olive Road. Seven contiguous parcels (five owners) were identified as being required to facilitate the construction of the retention pond. Staff has been in discussion with the five owners and have acquired six of the parcels. The property owned by the Drabkin Family Living Trust is the one remaining parcel required.

Meeting in regular session on April 3, 2014, the Board approved, by a super majority vote, the acquisition of the Drabkin property for the purchase price of \$250,000, which was above the appraised value of \$130,000. The acquisition of this property is considered vital to the Olive Road Improvement Project. The owner was not amenable to accepting the appraised value, but countered with an offer to sell for \$250,000. The original title commitment indicated that the title was vested in Joel and Jean Drabkin as Trustees under the Drabkin Living Trust. Joel Drabkin is deceased so staff prepared a contract to be executed by Jean Drabkin as Trustee of the Drabkin Family Living Trust for the purchase price of \$250,000.

Pursuant to a title update was required, which required obtaining a copy of the Trust document. The document revealed Mrs. Drabkin's three sons were also trustees of the trust and would have to execute the contract as well. All of the Drabkins live in states other than Florida. A contract was prepared for execution by Jean Drabkin, David M. Drabkin, Douglas M. Drabkin and Daniel M. Drabkin as Trustees of the Drabkin Family Living Trust.

Therefore, board approval of the revised contract is required to proceed with the acquisition of this property and to proceed to a closing date.

## **BUDGETARY IMPACT:**

Funding for this acquisition is available in Fund 352 "LOST III", Cost Center 210109/56101 and Cost Center 210107/56101.

## **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.

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**Attachments**

Contract

Public Disclosure

Parcel information

Appraisal

BCC action 4/3/14

Aerial map all parcels

Aerial Map

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## CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Jean Drabkin, Douglas M. Drabkin, David M. Drabkin and Daniel M. Drabkin, individually and as Trustees under the Drabkin Living Trust Dated June 19, 1995, whose address is 510 W. 15<sup>th</sup> Street, Hays, Kansas 67601 ("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 Two Hundred Fifty Thousand Dollars (\$250,000.00) 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  
1190 West Leonard Street, Suite 1  
Pensacola, Florida 32501

TO SELLERS:

Jean Drabkin, Douglas Drabkin,  
David Drabkin & Daniel Drabkin  
510 15<sup>th</sup> Street  
Hays, Kansas 67601

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 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 waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Sellers' 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

\_\_\_\_\_  
**Steven L. Barry, Chairman**

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

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

This document approved as to form  
and legal sufficiency.

**SELLERS:**

By [Signature]  
Title Asst. County Attorney  
Date Feb. 20, 2015

\_\_\_\_\_  
Witness

**Jean Drabkin, individually and as Trustee  
under the Drabkin Living Trust Dated  
June, 19, 1995**

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_, by Jean Drabkin. She ( ) is personally known to me, ( ) produced current  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Witness

**Douglas M. Drabkin, individually and as  
Trustee under the Drabkin Living Trust  
Dated June, 19, 1995**

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_, by Douglas M. Drabkin. He ( ) is personally known to me, ( ) produced current  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

(Notary Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
**David M. Drabkin, individually and as  
Trustee under the Drabkin Living Trust  
Dated June, 19, 1995**

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_, by David M. Drabkin. He ( ) is personally known to me, ( ) produced current  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

(Notary Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
DANIELLE REGAN

12/19/14

\_\_\_\_\_  
**Daniel M. Drabkin, individually and as  
Trustee under the Drabkin Living Trust  
Dated June, 19, 1995**

Print Name

Date: \_\_\_\_\_

STATE OF New York  
COUNTY OF New York

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December,  
2014 by Daniel M. Drabkin. He ( ) is personally known to me, (  ) produced current  
New York State Drivers License as identification.

Vivian Palacios  
Signature of Notary Public  
Vivian Palacios  
Printed Name of Notary Public

(Notary Seal)

VIVIAN PALACIOS  
Notary Public, State of New York  
No. 01PA6154099  
Qualified in New York County  
Commission Expires Oct. 20, 18

**EXHIBIT "A"**

Lot 36, Oakhurst Subdivision, a subdivision of the Southwest Quarter of Section 17, Township, 1 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 2 at Page 90, of the Public Records of said county.

Containing 2.55 acres, more or less.

## CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Jean Drabkin, Douglas M. Drabkin, David M. Drabkin and Daniel M. Drabkin, individually and as Trustees under the Drabkin Living Trust Dated June 19, 1995, whose address is 510 W. 15<sup>th</sup> Street, Hays, Kansas 67601 ("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 Two Hundred Fifty Thousand Dollars (\$250,000.00) 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  
1190 West Leonard Street, Suite 1  
Pensacola, Florida 32501

TO SELLERS:

Jean Drabkin, Douglas Drabkin,  
David Drabkin & Daniel Drabkin  
510 15<sup>th</sup> Street  
Hays, Kansas 67601

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 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 waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Sellers' 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

\_\_\_\_\_  
**Steven Barry, Chairman**

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

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

This document approved as to form  
and legal sufficiency.

**SELLERS:** By Schles  
Title Asst. County Attorney  
Date Feb. 20, 2015

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**Jean Drabkin, individually and as Trustee  
under the Drabkin Living Trust Dated  
June, 19, 1995**

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_, by Jean Drabkin. She ( ) is personally known to me, ( ) produced current  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**Douglas M. Drabkin, individually and as  
Trustee under the Drabkin Living Trust  
Dated June, 19, 1995**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

Print Name

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Douglas M. Drabkin. He ( ) is personally known to me, ( ) produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

\_\_\_\_\_  
Printed Name of Notary Public

[Signature]  
Witness

Witness

Print Name

Witness

Print Name

[Signature]

David M. Drabkin, individually and as  
Trustee under the Drabkin Living Trust  
Dated June, 19, 1995

Date: 12/2/2014

STATE OF Oregon  
COUNTY OF Hood River

The foregoing instrument was acknowledged before me this 2nd day of December, 2014, by David M. Drabkin. He ( ) is personally known to me, (  ) produced current Passport as identification.



[Signature]  
Signature of Notary Public

Marilee L. Martin  
Printed Name of Notary Public

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Daniel M. Drabkin, individually and as  
Trustee under the Drabkin Living Trust

Witness

Dated June, 19, 1995

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Daniel M. Drabkin. He ( ) is personally known to me, ( ) produced current  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

\_\_\_\_\_  
Printed Name of Notary Public

**EXHIBIT "A"**

Lot 36, Oakhurst Subdivision, a subdivision of the Southwest Quarter of Section 17, Township,

1 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 2 at Page 90, of the Public Records of said county.

Containing 2.55 acres, more or less.

## CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Jean Drabkin, Douglas M. Drabkin, David M. Drabkin and Daniel M. Drabkin, individually and as Trustees under the Drabkin Living Trust Dated June 19, 1995, whose address is 510 W. 15<sup>th</sup> Street, Hays, Kansas 67601 ("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 Two Hundred Fifty Thousand Dollars (\$250,000.00) 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.

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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  
1190 West Leonard Street, Suite 1  
Pensacola, Florida 32501

TO SELLERS:

Jean Drabkin, Douglas Drabkin,  
David Drabkin & Daniel Drabkin  
510 15<sup>th</sup> Street  
Hays, Kansas 67601

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 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 waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Sellers' 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

\_\_\_\_\_  
Steven Barry, Chairman

This document approved as to form and legal sufficiency  
By [Signature]  
Title Att. County Attorney  
Feb 20 2017

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

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Anne Zimmerman  
Witness

Anne Zimmerman  
Print Name

Trustee  
Amelia Werner

Witness  
Ameliah Werner

Print Name

STATE OF KANSAS  
COUNTY OF ELLIS

SELLERS:

Jean Drabkin

Jean Drabkin, individually and as

under the Drabkin Living Trust Dated  
June, 19, 1995

Date: 12-8-2014

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of December, 2014, by Jean Drabkin. She () is personally known to me, () produced current \_\_\_\_\_ as identification.



Darla J. Froelich  
Signature of Notary Public

DARLA J. FROELICH

Printed Name of Notary Public

(Notary Seal)  
Anne Zimmerman  
Witness

Anne Zimmerman  
Print Name

Trustee  
Amelia Werner

Witness  
Amelia Werner

Print Name

Douglas M. Drabkin

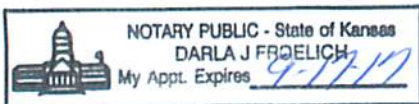
Douglas M. Drabkin, individually and as  
Trustee under the Drabkin Living Trust

Dated June, 19, 1995

Date: 12-8-2014

STATE OF KANSAS  
COUNTY OF ELLIS

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of December, 2014, by Douglas M. Drabkin. He () is personally known to me, () produced current drivers license as identification.



Darla J. Froelich  
Signature of Notary Public

*BARBARA J. ZWELICK*

(Notary Seal)

Printed Name of Notary Public

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
**David M. Drabkin, individually and as  
Trustee under the Drabkin Living Trust**

\_\_\_\_\_  
Witness

**Dated June, 19, 1995**

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by David M. Drabkin. He ( ) is personally known to me. ( ) produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
**Daniel M. Drabkin, individually and as  
Trustee under the Drabkin Living Trust**

\_\_\_\_\_  
Witness

**Dated June, 19, 1995**

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Daniel M. Drabkin. He  is personally known to me.  produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

\_\_\_\_\_  
Printed Name of Notary Public

**EXHIBIT "A"**

Lot 36, Oakhurst Subdivision, a subdivision of the Southwest Quarter of Section 17, Township, 1 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 2 at Page 90, of the Public Records of said county.

Containing 2.55 acres, more or less.

PUBLIC DISCLOSURE OF INTEREST

This Public Disclosure of Interest is made pursuant to Section 286.23, Florida Statutes (2014) under oath to Escambia County and its Board of County Commissioners and subject to the penalties prescribed for perjury.

I, Jean Drabkin, as Trustee of Drabkin Living Trust dated June 19, 1995, do hereby attest and affirm:

1. That the address for Drabkin Living Trust dated June 19, 1995 is 510 West 15th Street, Hays, KS 67601.
2. That the following entity or individuals have a beneficial interest in the real property described in Exhibit A:
  - A. David Drabkin, 1300 Barker Road, Hood River, OR 97031  
Relationship/Interest: Trustee/Beneficiary.
  - B. Douglas Drabkin, 1509 Elm Street, Hays, KS 67061.  
Relationship/Interest: Trustee/Beneficiary.
  - C. Daniel Drabkin, 308 E. 80th Street, New York, NY 10075.  
Relationship/Interest: Trustee/Beneficiary.
  - D. Jean Drabkin, 510 West 15th Street, Hays, KS 67601.  
Relationship/Interest: Trustee/Beneficiary.
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.

Witness Amelia Werner  
Print Name Amelia Werner

Witness Joni Werner  
Print Name Joni Werner

Jean Drabkin  
By: Jean Drabkin

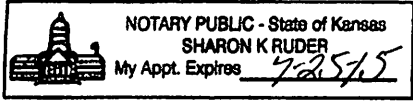
STATE OF KANSAS  
COUNTY OF ELLIS

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of February, 2015, by Jean Drabkin as Trustee of Drabkin Living Trust dated June 19, 1995 on behalf of the Trust. She  is personally known to me, or  has produced current Jean Drabkin as identification.

(Notary Seal)

Sharon K. Ruder  
Signature of Notary Public

Sharon K Ruder  
Printed Name of Notary Public



**EXHIBIT "A"**

Lot 36, Oakhurst Subdivision, a subdivision of the Southwest Quarter of Section 17, Township, 1 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 2 at Page 90, of the Public Records of said county.

Containing 2.55 acres, more or less.

<p><b>General Information</b></p> <p><b>Reference:</b> 171S303000000036</p> <p><b>Account:</b> 022437000</p> <p><b>Owners:</b> DRABKIN JOEL &amp; JEAN TRUSTEES FOR DRABKIN LIVING TRUST</p> <p><b>Mail:</b> 510 W 15TH ST HAYS, KS 67601</p> <p><b>Situs:</b> 7965 KIPLING ST 32514</p> <p><b>Use Code:</b> SINGLE FAMILY RESID</p> <p><b>Taxing Authority:</b> COUNTY MSTU</p> <p><b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a></p> <p>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p><b>2014 Certified Roll Assessment</b></p> <p><b>Improvements:</b> \$53,782</p> <p><b>Land:</b> \$47,310</p> <hr/> <p><b>Total:</b> \$101,092</p> <p><u>Non-Homestead Cap:</u> \$101,092</p> <p style="text-align: center;"><a href="#">Disclaimer</a></p> <hr/> <p style="text-align: center;"><a href="#">Amendment 1/Portability Calculations</a></p>
--	--

<p><b>Sales Data</b></p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>06/1995</td> <td>3798</td> <td>455</td> <td>\$100</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>11/1992</td> <td>3138</td> <td>780</td> <td>\$100</td> <td>QC</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>07/1992</td> <td>3205</td> <td>395</td> <td>\$70,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>05/1992</td> <td>3183</td> <td>260</td> <td>\$100</td> <td>CJ</td> <td><a href="#">View Instr</a></td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	06/1995	3798	455	\$100	WD	<a href="#">View Instr</a>	11/1992	3138	780	\$100	QC	<a href="#">View Instr</a>	07/1992	3205	395	\$70,000	WD	<a href="#">View Instr</a>	05/1992	3183	260	\$100	CJ	<a href="#">View Instr</a>	<p><b>2014 Certified Roll Exemptions</b></p> <p>None</p> <hr/> <p><b>Legal Description</b></p> <p>LT 36 OAKHURST S/D PB 2 P 90 O R 3205 P 395 OR 3798 P 455</p> <hr/> <p><b>Extra Features</b></p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																										
06/1995	3798	455	\$100	WD	<a href="#">View Instr</a>																										
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05/1992	3183	260	\$100	CJ	<a href="#">View Instr</a>																										

**Parcel Information** [Launch Interactive Map](#)

**Section Map Id:**  
[17-1S-30-2](#)

**Approx. Acreage:**  
2.5500

**Zoned:**  
R-5

**Evacuation & Flood Information**  
[Open Report](#)

[View Florida Department of Environmental Protection\(DEP\) Data](#)



**Buildings**

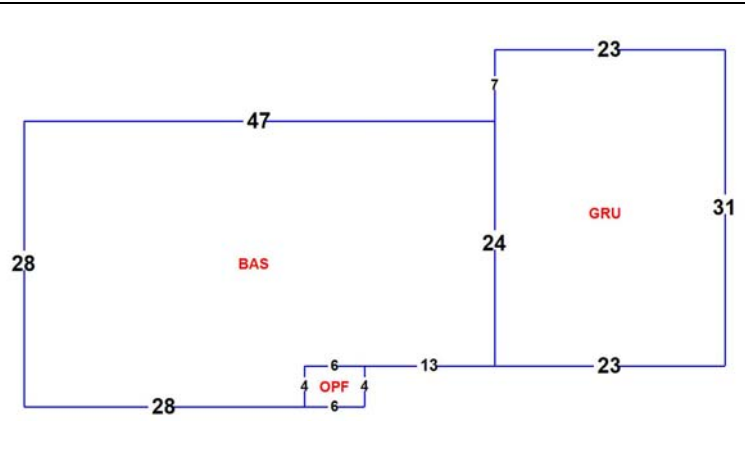
Address: 7965 KIPLING ST, Year Built: 1963, Effective Year: 1963

**Structural Elements**

**DECOR/MILLWORK-AVERAGE**  
**DWELLING UNITS-1**  
**EXTERIOR WALL-BRICK-FACE**  
**FLOOR COVER-HARDWOOD/PARQET**  
**FOUNDATION-WOOD/SUB FLOOR**  
**HEAT/AIR-CENTRAL H/AC**  
**INTERIOR WALL-DRYWALL-PLASTER**  
**NO. PLUMBING FIXTURES-6**  
**NO. STORIES-1**  
**ROOF COVER-COMPOSITION SHG**  
**ROOF FRAMING-HIP**  
**STORY HEIGHT-0**  
**STRUCTURAL FRAME-WOOD FRAME**

Areas - 1977 Total SF

**BASE AREA - 1240**  
**GARAGE UNFIN - 713**  
**OPEN PORCH FIN - 24**



**Images**



5/10/02

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

# APPRAISAL OF REAL PROPERTY



## LOCATED AT

7965 Kipling St  
Pensacola, FL 32514  
7965 Kipling St Lt 36 Oakhurst S/D

## FOR

Stacey S. Ward

## OPINION OF VALUE

130,000

## AS OF

December 8, 2013

## TABLE OF CONTENTS

GP Residential .....	1
Additional Listings 1-3 .....	4
Subject Photos .....	5
Subject Photos .....	6
Subject Photos Interior .....	7
Subject Photos Interior .....	8
Comparable Photos 1-3 .....	9
Building Sketch (Page - 1) .....	10
Subject Location Map .....	11
Plat Map .....	12
County Aerial Photograph .....	13
Flood Map .....	14
Location Map .....	15
General Text Addendum & License .....	16

# RESIDENTIAL APPRAISAL SUMMARY REPORT

File No.:

Property Address: 7965 Kipling St City: Pensacola State: FL Zip Code: 32514

County: Escambia Legal Description: 7965 Kipling St Lt 36 Oakhurst S/D

Assessor's Parcel #: 171S30-3000-000-036

Tax Year: 2013 R.E. Taxes: \$ 1,559.26 Special Assessments: \$ Borrower (if applicable): N/A

Current Owner of Record: Jean & Joel Drabkin Occupant:  Owner  Tenant  Vacant  Manufactured Housing

Project Type:  PUD  Condominium  Cooperative  Other (describe) HOA: \$  per year  per month

Market Area Name: Oakhurst Map Reference: 37860 Census Tract: 0035.05

The purpose of this appraisal is to develop an opinion of:  Market Value (as defined), or  other type of value (describe)

This report reflects the following value (if not Current, see comments):  Current (the Inspection Date is the Effective Date)  Retrospective  Prospective

Approaches developed for this appraisal:  Sales Comparison Approach  Cost Approach  Income Approach (See Reconciliation Comments and Scope of Work)

Property Rights Appraised:  Fee Simple  Leasehold  Leased Fee  Other (describe)

Intended Use: The appraisal is strictly for the use of the client and not for lending purposes.

Intended User(s) (by name or type): The intended user is the client noted below. No other user is identified.

Client: Stacey S. Ward Address: 3363 W. Park Place, Pensacola, FL 32505

Appraiser: G. Daniel Green, MAI, SRA Address: 103 Bay Bridge Dr, Gulf Breeze, FL 32561

Location: <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	<b>Predominant Occupancy</b> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vacant (>5%)	<b>One-Unit Housing</b>		<b>Present Land Use</b>		<b>Change in Land Use</b>	
Built up: <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%		PRICE \$ (000)	AGE (yrs)	One-Unit 60 %	<input checked="" type="checkbox"/> Not Likely		
Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow		30 Low 2	70	2-4 Unit 5 %	<input type="checkbox"/> Likely * <input type="checkbox"/> In Process *		
Property values: <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining		103 Pred 30	Other 20 %	Multi-Unit 5 %	* To: _____		
Demand/supply: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply				Comm'l 10 %			

Marketing time:  Under 3 Mos.  3-6 Mos.  Over 6 Mos.

Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): North Davis Hwy is to the North and West, Interstate 10 is South, and Scenic Hwy is East.

All school levels, employment centers, shopping, medical and recreational facilities, and major transportation arteries are conveniently located.

The area has good market acceptance. Based on the linkages of this area to work locations, educational facilities and abundant shopping areas, it is inevitable that it will reach full development and begin some redevelopment in the next few years if the economy enters another growth phase. Current market is considered to be a buyers market with normal concessions for all or part of the closing costs. Marketing time usually exceeds more than 90 days. With in recent months, available properties on the market have declined significantly. Currently, asking prices have been declining and the median days on market have been increasing. Properties which are priced right initially appear to be selling faster than homes that have been on the market longer with repeatedly reduced asking prices.

Dimensions: 173 x 627 x 173 x 627 Site Area: 2.55 acres or 111,078 sq. feet

Zoning Classification: R-5 Urban Residential/Limited Office District, High Density Description: Urban Residential/Limited Office District, High Density

Zoning Compliance:  Legal  Legal nonconforming (grandfathered)  Illegal  No zoning

Are CC&Rs applicable?  Yes  No  Unknown Have the documents been reviewed?  Yes  No Ground Rent (if applicable) \$ /

Highest & Best Use as improved:  Present use, or  Other use (explain) Current use as interim use. Redevelopment into multi-family considered as future highest and best use.

Actual Use as of Effective Date: Single Family Residential Use as appraised in this report: Single Family Residential

Summary of Highest & Best Use: The subject is located in an existing residential area of similar properties. The highest and best use of the subject is a single family detached residence which is consistent with the zoning and surrounding properties.

Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Topography	level and street grade
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Gulf Power	Street	Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Size	2.55 acres or 111,078 sq. feet
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ESP	Curb/Gutter	None	<input type="checkbox"/>	<input type="checkbox"/>	Shape	Rectangular
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ECUA	Sidewalk	None	<input type="checkbox"/>	<input type="checkbox"/>	Drainage	Appears Adequate
Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ECUA	Street Lights	Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	View	Residential
Storm Sewer	<input type="checkbox"/>	<input type="checkbox"/>		Alley	None	<input type="checkbox"/>	<input type="checkbox"/>		

Other site elements:  Inside Lot  Corner Lot  Cul de Sac  Underground Utilities  Other (describe)

FEMA Spec'l Flood Hazard Area  Yes  No FEMA Flood Zone X FEMA Map # 12033C0315G FEMA Map Date 09/29/2006

Site Comments: The site was taken from the county property appraisers plats and assessor's maps and is assumed to be correct, but not guaranteed. The appraiser makes no certification as the accuracy of the lot dimensions and a survey is suggested for verification. Lot dimensions, size, flood status, easements and encroachments are subject and inferior to a current survey and/or title option.

<b>General Description</b>	<b>Exterior Description</b>	<b>Foundation</b>	<b>Basement</b> <input checked="" type="checkbox"/> None	<b>Heating</b>
# of Units 1 <input type="checkbox"/> Acc. Unit	Foundation Concrete	Slab off grade	Area Sq. Ft. _____	Type _____
# of Stories 1	Exterior Walls Brick	Crawl Space _____	% Finished _____	Fuel Electric
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> _____	Roof Surface Composition Shingl	Basement _____	Ceiling _____	
Design (Style) Traditional/1 story	Gutters & Dwnspts. Aluminum	Sump Pump <input type="checkbox"/>	Walls _____	<b>Cooling</b>
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Und.Cons.	Window Type Storm Window	Dampness <input type="checkbox"/>	Floor _____	Central Central H/A
Actual Age (Yrs.) 50	Storm/Screens yes	Settlement _____	Outside Entry _____	Other _____
Effective Age (Yrs.) 35		Infestation _____		

<b>Interior Description</b>	<b>Appliances</b>	<b>Attic</b> <input checked="" type="checkbox"/> None	<b>Amenities</b>	<b>Car Storage</b> <input type="checkbox"/> None
Floors Hardwood/Carpet	Refrigerator <input checked="" type="checkbox"/>	Stairs <input type="checkbox"/>	Fireplace(s) # 0	Garage # of cars ( 5 Tot.)
Walls Wood	Range/Oven <input checked="" type="checkbox"/>	Drop Stair <input type="checkbox"/>	Patio None	Attach. 2 Car Att
Trim/Finish Wood	Disposal <input type="checkbox"/>	Scuttle <input type="checkbox"/>	Deck None	Detach. _____
Bath Floor Tile	Dishwasher <input checked="" type="checkbox"/>	Doorway <input type="checkbox"/>	Porch Covered, Entry	Blt.-In _____
Bath Wainscot Tile	Fan/Hood <input type="checkbox"/>	Floor <input type="checkbox"/>	Fence Chain link	Carport _____
Doors Masonite, Hollow	Microwave <input checked="" type="checkbox"/>	Heated <input type="checkbox"/>	Pool None	Driveway 3
	Washer/Dryer <input checked="" type="checkbox"/>	Finished <input type="checkbox"/>		Surface Concrete

Finished area above grade contains: 8 Rooms 3 Bedrooms 2 Bath(s) 1,248 Square Feet of Gross Living Area Above Grade

Additional features: N/A

Describe the condition of the property (including physical, functional and external obsolescence): The subject appears to be of average quality construction and good condition. There were no obvious needed repairs noted during the inspection. This appraisal is based on a limited observation of the subject only. It makes no guarantees or warranties concerning the physical condition of the subject. It is not a survey, termite inspection, home inspection or structural inspection of the subject.

# RESIDENTIAL APPRAISAL SUMMARY REPORT

File No.:

My research  did  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 Appraiser Website

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: <u>Data regarding any prior sale or transfer history of the subject and comparable sales is limited to information contained in the county property appraisers data base, via their website, and in some cases the local MLS, and the parties involved in the transaction, if any. This is not a title search. The appraiser relies on the lender or client to reveal ownership or transactions not shown in the above sources of which the lender may be aware.</u>
Date: 06/1995	
Price: 100	
Source(s): County Appraiser Website	
2nd Prior Subject Sale/Transfer	
Date:	
Price:	
Source(s):	

**SALES COMPARISON APPROACH TO VALUE (if developed)**  The Sales Comparison Approach was not developed for this appraisal.

FEATURE	SUBJECT	COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3		
Address	7965 Kipling Street Pensacola, FL 32514	3422 Mclean Avenue Pensacola, FL 32514			1935 Wyatt Street Pensacola, FL 32514			7481 Palafox Hwy Pensacola, FL 32534		
Proximity to Subject		0.89 miles NE			1.96 miles N			3.10 miles W		
Sale Price	\$	\$ 130,000			\$ 102,000			\$ 150,000		
Sale Price/GLA	\$ /sq.ft.	\$ 88.20 /sq.ft.			\$ 90.91 /sq.ft.			\$ 68.24 /sq.ft.		
Data Source(s)		PAR#441422; DOM 185			PAR#418130; DOM 183			County Appraiser Website		
Verification Source(s)		County Appraiser Website			County Appraiser Website			County Appraiser Website		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+	(-) \$ Adjust.	DESCRIPTION	+	(-) \$ Adjust.	DESCRIPTION	+	(-) \$ Adjust.
Sales or Financing Concessions		ArmsLgth			ArmsLgth			ArmsLgth		
		Cash			Conventional			Conventional		
Date of Sale/Time		03/27/2013			05/16/2012			11/16/2012		
Rights Appraised	Fee Simple	Fee Simple			Fee Simple			Fee Simple		
Location	Oakhurst/Interior Lot	Interior Lot			Cul-De-Sac	-3,000		Corner Lot	-3,000	
Site	2.55 acres	1.48 acres	+17,000		1.20 acres	+19,000		2.25 acres		
View	Residential	Residential			Residential			Residential		
Design (Style)	Traditional/1 story	Traditional/1 story			Traditional/1 story			Cottage/ 1 story		
Quality of Construction	Average	Average			Average			Average		
Age	50/not updated	58/not updated			9/not updated	-15,000		74/updated	+10,000	
Condition	Average	Average			Good	-5,000		Average		
Above Grade	Total Bdrms Baths	Total Bdrms Baths			Total Bdrms Baths			Total Bdrms Baths		
Room Count	8 3 2	7 3 1	+1,500		7 2 2			8 3 2		
Gross Living Area	1,248 sq.ft.	1,474 sq.ft.	-11,300		1,122 sq.ft.	+6,300		2,198 sq.ft.	-47,500	
Basement & Finished Rooms Below Grade	0 0	0 0			0 0			0 0		
Functional Utility	Average	Average			Average			Average		
Heating/Cooling	Central H/A	Central H/A			Central H/A			Central H/A		
Energy Efficient Items	Energy Eff features	Energy Eff features			Energy Eff Const			Energy Eff features		
Garage/Carport	2 Car att garage	1 Car Att. Garage	+2,500		Drive only	+2,500		1 Car Att Garage	+2,500	
Porch/Patio/Deck	Covered entry	Covered entry			Covd Entry, Bk cvd pto	-800		Covered entry		
Amenities:	Chain link fence	Partial fence, FP	-1,500		Fence, storage building	-2,000		None	+700	
Zoning:	R-5	R-4			R-3; R-4			R-5		
Net Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 8,200		<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 2,000		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -37,300	
Adjusted Sale Price of Comparables			\$ 138,200			\$ 104,000			\$ 112,700	

Summary of Sales Comparison Approach A search has been made to develop sales information on properties comparable to the subject. Our research and analysis revealed three comparable improved sales. These sales are representative of similar usage structures located in the subjects marketing area. All sales are over one mile from the subject property which was unavoidable due to lack of recent similar sales closer in proximity to the subject. The subject obviously has some excess land relative to most of the comparable single family residential properties in the area.

Comparable sales 2 and 3 required an adjustment for age and location. Sales 1 and 2 required a positive adjustment for acres which was derived from research on recent land sales in the subjects market area. All sales required an adjustment for parking features as well as amenities. There is no clear data to isolate bathroom, parking, interior and exterior features in order to determine a market response. Sale #1 is given greatest weight relative to least amount of adjustment required.

A small portion of the subject was appraised by G. Daniel Green and Associates on 09/15/2012 with a scope of work to appraise a portion of 7965 Kipling St. No other real estate related work has been completed relative to the subject property in the past 36 months.

Indicated Value by Sales Comparison Approach \$ 130,000



# RESIDENTIAL APPRAISAL SUMMARY REPORT

File No.:

COST APPROACH	<b>COST APPROACH TO VALUE (if developed)</b> <input checked="" type="checkbox"/> The Cost Approach was not developed for this appraisal.			
	Provide adequate information for replication of the following cost figures and calculations.			
	Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value):		The following section of this appraisal is intentionally left blank, since the Cost Approach is not applicable.	
	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.): Intentionally left blank		Intentionally Blank Sq.Ft. @ \$ ..... = \$	
			Sq.Ft. @ \$ ..... = \$	
			Sq.Ft. @ \$ ..... = \$	
			Sq.Ft. @ \$ ..... = \$	
			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 (if required): _____ Years		<b>INDICATED VALUE BY COST APPROACH</b> ..... = \$		

INCOME APPROACH	<b>INCOME APPROACH TO VALUE (if developed)</b> <input checked="" type="checkbox"/> The Income Approach was not developed for this appraisal.		
	Estimated Monthly Market Rent \$ _____	X Gross Rent Multiplier _____	= \$ _____ <b>Indicated Value by Income Approach</b>
	Summary of Income Approach (including support for market rent and GRM): This section is intentionally left blank.		

PUD	<b>PROJECT INFORMATION FOR PUDs (if applicable)</b> <input type="checkbox"/> The Subject is part of a Planned Unit Development.	
	Legal Name of Project: _____	
	Describe common elements and recreational facilities: _____	

RECONCILIATION	<b>Indicated Value by: Sales Comparison Approach</b> \$ 130,000	<b>Cost Approach (if developed)</b> \$ _____	<b>Income Approach (if developed)</b> \$ _____
	Final Reconciliation _____		
	This appraisal is made <input checked="" 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, <input type="checkbox"/> subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair: _____		
	<input type="checkbox"/> This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.		

**Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 130,000, as of: December 8, 2013, which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.**

ATTACHMENTS	A true and complete copy of this report contains _____ pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.				
	Attached Exhibits:				
	<input checked="" type="checkbox"/> Scope of Work	<input checked="" type="checkbox"/> Limiting Cond./Certifications	<input type="checkbox"/> Narrative Addendum	<input checked="" type="checkbox"/> Photograph Addenda	<input checked="" type="checkbox"/> Sketch Addendum
<input checked="" type="checkbox"/> Map Addenda	<input type="checkbox"/> Additional Sales	<input type="checkbox"/> Cost Addendum	<input type="checkbox"/> Flood Addendum	<input type="checkbox"/> Manuf. House Addendum	
<input type="checkbox"/> Hypothetical Conditions	<input type="checkbox"/> Extraordinary Assumptions	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____	

SIGNATURES	Client Contact: _____ Client Name: <b>Stacey S. Ward</b>	
	E-Mail: _____ Address: <b>3363 W. Park Place, Pensacola, FL 32505</b>	
	<b>APPRAISER</b>	<b>SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)</b>
	Appraiser Name: <u>G. Daniel Green, MAI, SRA</u>	Supervisory or Co-Appraiser Name: _____
	Company: <u>G. Daniel Green &amp; Associates, Inc.</u>	Company: _____
	Phone: <u>(850) 934-1797 x100</u> Fax: <u>(850) 932-8679</u>	Phone: _____ Fax: _____
	E-Mail: <u>dan@gdanielgreen.com</u>	E-Mail: _____
	Date of Report (Signature): <u>December 13, 2013</u>	Date of Report (Signature): _____
	License or Certification #: <u>St.Cert Gen REA RZ836</u> State: <u>FL</u>	License or Certification #: _____ State: _____
Designation: _____	Designation: _____	
Expiration Date of License or Certification: <u>11/30/2014</u>	Expiration Date of License or Certification: _____	
Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None	Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None	
Date of Inspection: <u>December 8, 2013</u>	Date of Inspection: _____	

# COMPARABLE LISTINGS

File No.:

FEATURE	SUBJECT			COMPARABLE LISTING # 1			COMPARABLE LISTING # 2			COMPARABLE LISTING # 3								
Address	7965 Kipling Street Pensacola, FL 32514			7650 Lawton Street Pensacola, FL 32514			7332 Kipling Street Pensacola, FL 32504											
Proximity to Subject				0.32 miles SW			0.45 miles S											
List Price	\$			\$ 154,900			\$ 99,900			\$								
List Price/GLA	\$/sq.ft.			\$ 87.27 /sq.ft.			\$ 61.55 /sq.ft.			\$/sq.ft.								
Last Price Revision Date				6/10/2013			09/13/2013											
Data Source(s)				PAR#445637			PAR#450633											
Verification Source(s)				Pensacola MLS			Pensacola MLS											
VALUE ADJUSTMENTS	DESCRIPTION			DESCRIPTION			+(-) \$ Adjust.			DESCRIPTION			+(-) \$ Adjust.					
Sales or Financing Concessions				Active listing						Active listing								
Days on Market				179						88								
Rights Appraised	Fee Simple			Fee Simple						Fee Simple								
Location	Oakhurst/Interior Lot			Oakhurst/Interior						Oakhurst/Interior								
Site	2.55 acres			2.48 acres						0.34 acres			+34,000					
View	Residential			Residential						Residential								
Design (Style)	Traditional/1 story			Traditional/ 1 story						Traditional/ 1 story								
Quality of Construction	Average			Average						Average								
Age	50/not updated			37/not updated			-7,000			35/ not updated			-7,000					
Condition	Average			Average						Average								
Above Grade Room Count	Total	Bdrms	Baths	Total	Bdrms	Baths	Total	Bdrms	Baths	Total	Bdrms	Baths						
	8	3	2	9	3	2	9	3	2									
Gross Living Area	1,248 sq.ft.			1,775 sq.ft.			-26,000			1,623 sq.ft.			-18,750			sq.ft.		
Basement & Finished Rooms Below Grade	0			0						0								
Functional Utility	Average			Average						Average								
Heating/Cooling	Central H/A			Central H/A						Central H/A								
Energy Efficient Items	Energy Eff features			Energy Eff features						Energy Eff features								
Garage/Carport	2 Car att garage			2 car att garage/ 2 car carport			-1,500			1 car att garage, 1 car cport								
Porch/Patio/Deck	Covered entry			Covered entry						covered entry								
Amenities:	Chain link fence			Fence, stg building			-2,500			fence, stg building			-2,500					
Zoning:	R-5			R-5						R-4								
Net Adjustment (Total)				<input type="checkbox"/> + <input checked="" type="checkbox"/> -			\$ -37,000			<input checked="" type="checkbox"/> + <input type="checkbox"/> -			\$ 5,750			<input type="checkbox"/> + <input type="checkbox"/> -		
Adjusted List Price of Comparables							\$ 117,900						\$ 105,650					
Comments																		

COMPARABLE LISTINGS

### Subject Photo Page

Client	Stacey S. Ward			
Property Address	7965 Kipling St			
City	Pensacola	County	Escambia	State FL Zip Code 32514
Client	Stacey S. Ward			



#### Subject Front

7965 Kipling Street  
 Sales Price  
 Gross Living Area 1,248  
 Total Rooms 8  
 Total Bedrooms 3  
 Total Bathrooms 2  
 Location Oakhurst/Interior Lot  
 View Residential  
 Site 2.55 acres  
 Quality Average  
 Age 50/not updated



#### Subject Rear



#### Subject Street

### Subject Photo Page

Client	Stacey S. Ward			
Property Address	7965 Kipling St			
City	Pensacola	County	Escambia	State FL Zip Code 32514
Client	Stacey S. Ward			

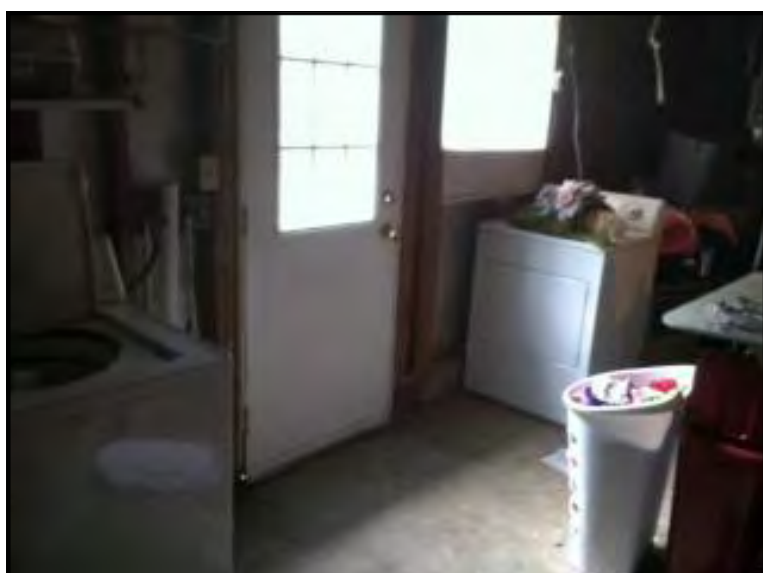


#### Subject Front

7965 Kipling Street  
 Sales Price  
 Gross Living Area 1,248  
 Total Rooms 8  
 Total Bedrooms 3  
 Total Bathrooms 2  
 Location Oakhurst/Interior Lot  
 View Residential  
 Site 2.55 acres  
 Quality Average  
 Age 50/not updated



#### Subject Rear

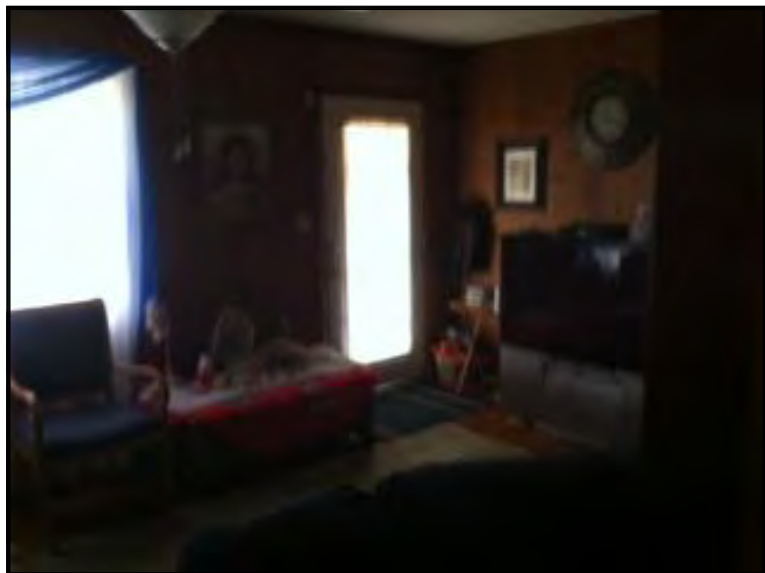


#### Subject Street



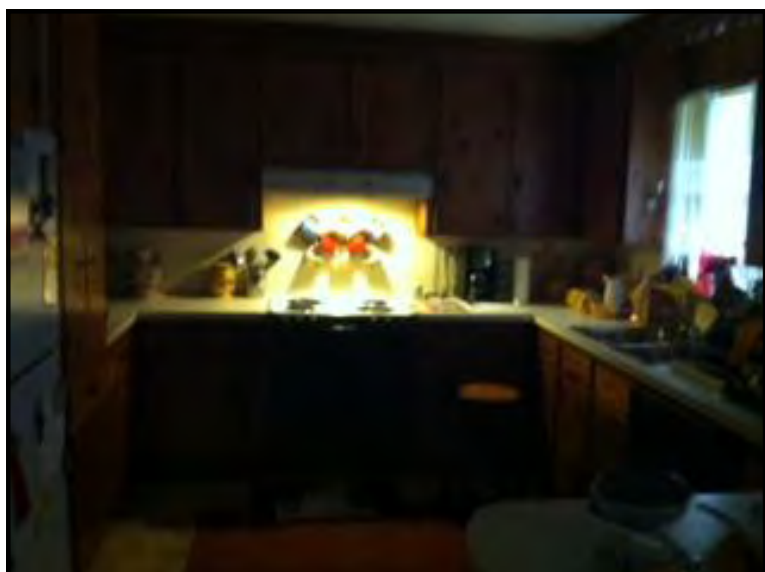
### Subject Interior Photo Page

Client	Stacey S. Ward						
Property Address	7965 Kipling St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32514
Client	Stacey S. Ward						

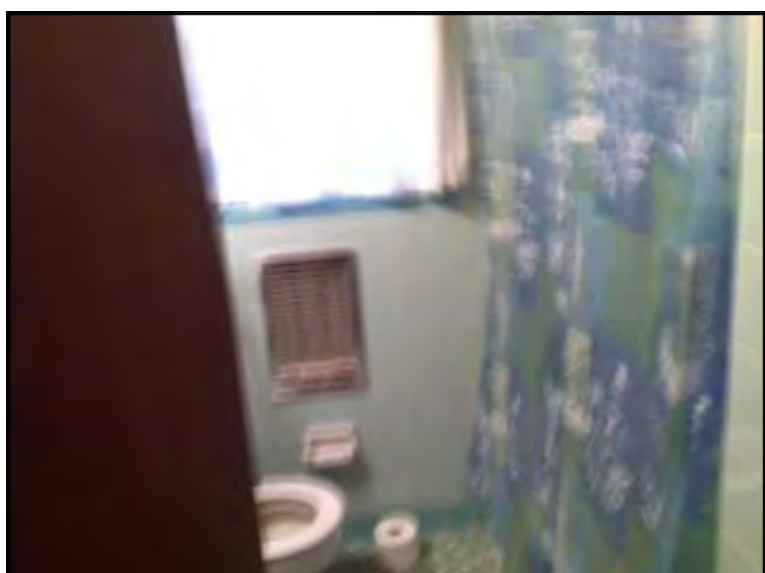


#### Subject Interior

7965 Kipling Street  
 Sales Price  
 Gross Living Area 1,248  
 Total Rooms 8  
 Total Bedrooms 3  
 Total Bathrooms 2  
 Location Oakhurst/Interior Lot  
 View Residential  
 Site 2.55 acres  
 Quality Average  
 Age 50/not updated



#### Subject Interior



#### Subject Interior

### Subject Interior Photo Page

Client	Stacey S. Ward						
Property Address	7965 Kipling St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32514
Client	Stacey S. Ward						

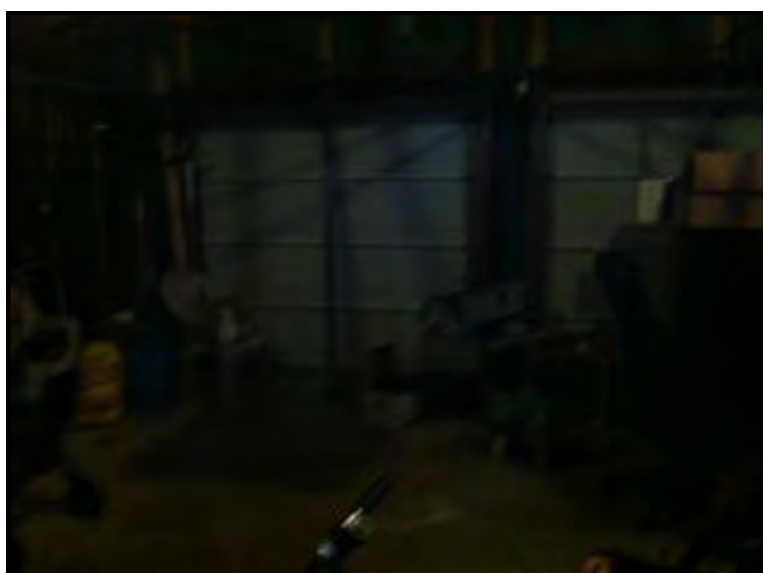


#### Subject Interior

7965 Kipling Street  
Sales Price  
Gross Living Area 1,248  
Total Rooms 8  
Total Bedrooms 3  
Total Bathrooms 2  
Location Oakhurst/Interior Lot  
View Residential  
Site 2.55 acres  
Quality Average  
Age 50/not updated



#### Subject Interior



#### Subject Interior

## Comparable Photo Page

Client	Stacey S. Ward			
Property Address	7965 Kipling St			
City	Pensacola	County Escambia	State FL	Zip Code 32514
Client	Stacey S. Ward			



### Comparable 1

3422 Mclean Avenue  
 Prox. to Subject 0.89 miles NE  
 Sales Price 130,000  
 Gross Living Area 1,474  
 Total Rooms 7  
 Total Bedrooms 3  
 Total Bathrooms 1  
 Location Interior Lot  
 View Residential  
 Site 1.48 acres  
 Quality Average  
 Age 58/not updated

Photo taken from MLS



### Comparable 2

1935 Wyatt Street  
 Prox. to Subject 1.96 miles N  
 Sales Price 102,000  
 Gross Living Area 1,122  
 Total Rooms 7  
 Total Bedrooms 2  
 Total Bathrooms 2  
 Location Cul-De-Sac  
 View Residential  
 Site 1.20 acres  
 Quality Average  
 Age 9/not updated

Photo taken from MLS



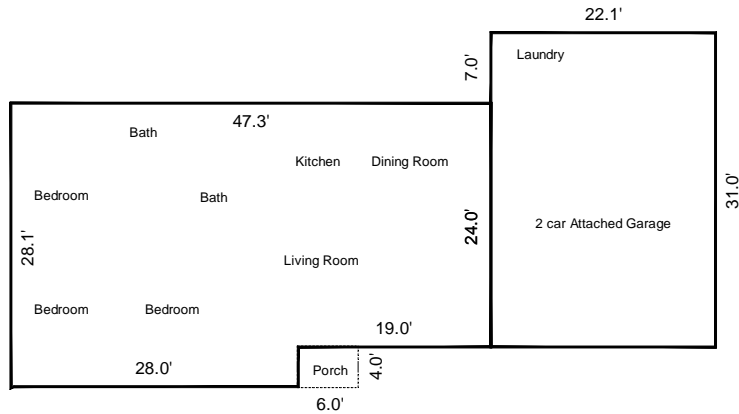
### Comparable 3

7481 Palafox Hwy  
 Prox. to Subject 3.10 miles W  
 Sales Price 150,000  
 Gross Living Area 2,198  
 Total Rooms 8  
 Total Bedrooms 3  
 Total Bathrooms 2  
 Location Corner Lot  
 View Residential  
 Site 2.25 acres  
 Quality Average  
 Age 74/updated

Photo taken from MLS

### Building Sketch

Client	Stacey S. Ward			
Property Address	7965 Kipling St			
City	Pensacola	County Escambia	State FL	Zip Code 32514
Client	Stacey S. Ward			



Sketch by Apex IV™

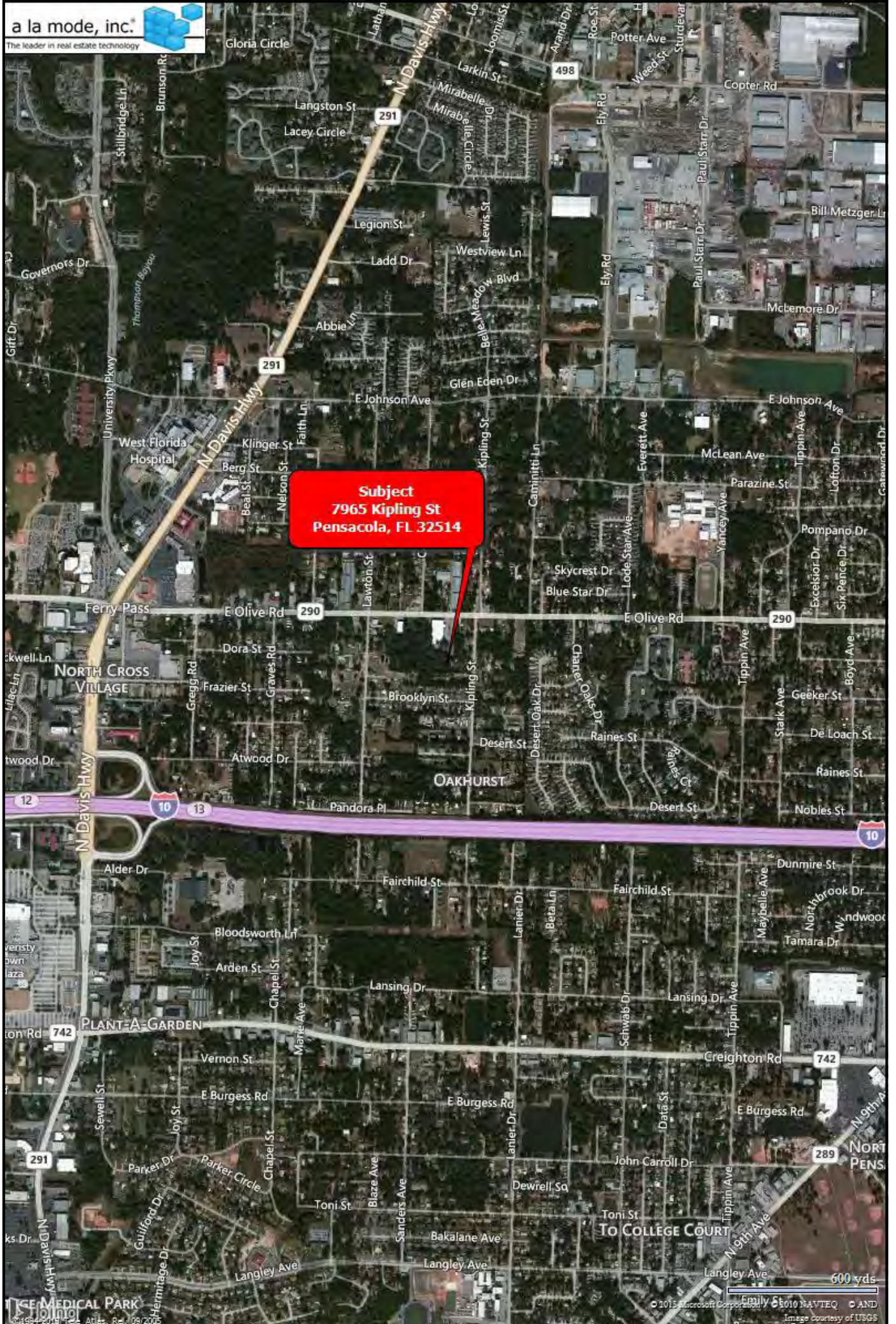
Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	1248.4	1248.4
P/P	Porch	24.0	24.0
GAR	Garage	685.1	685.1
Net LIVABLE Area		(Rounded)	1248

LIVING AREA BREAKDOWN			
Breakdown			Subtotals
First Floor			
28.0	x	28.3	792.4
19.0	x	24.0	456.0
0.5	x	0.1	0.3
3 Items			(Rounded)
			1248

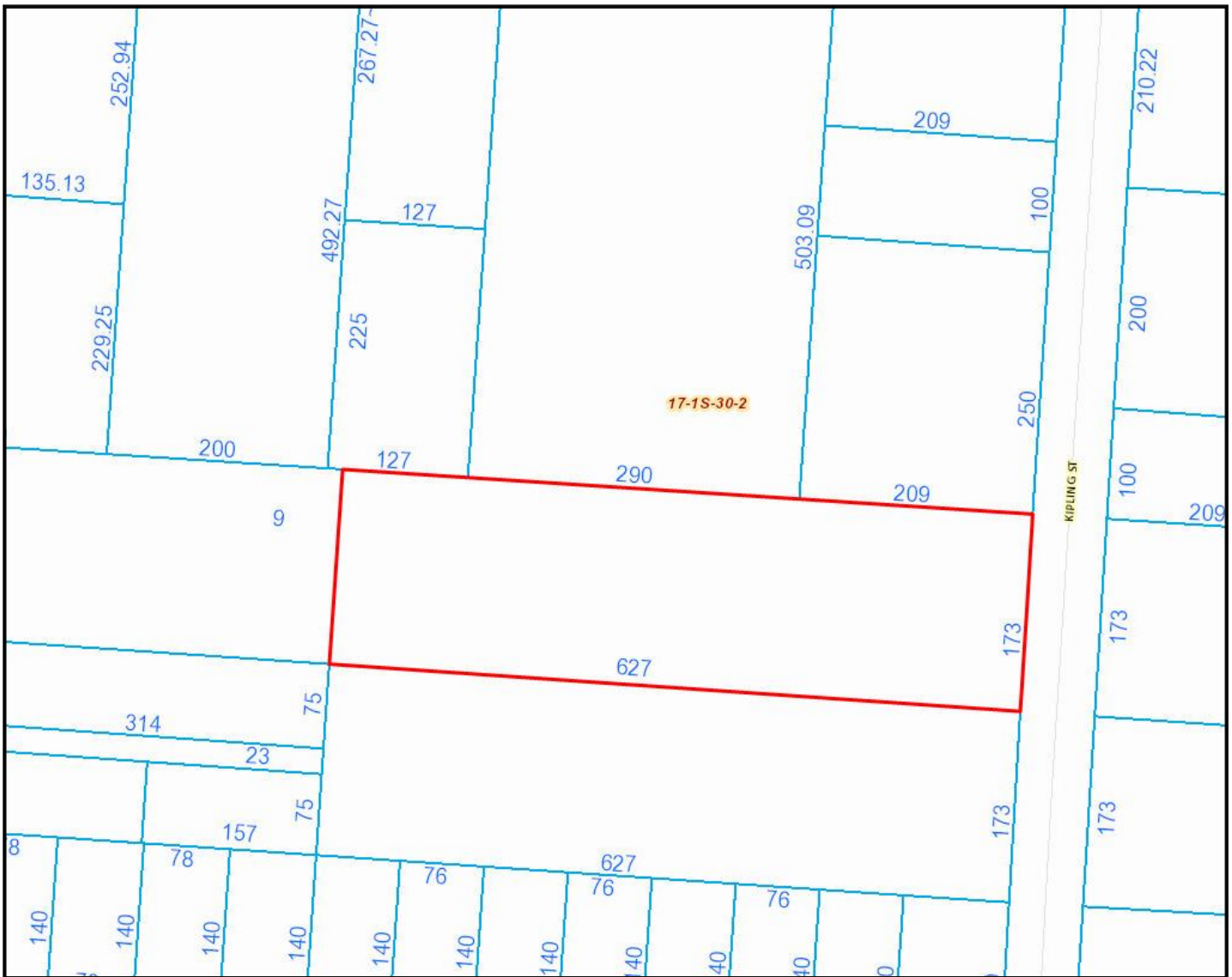
### Subject Location Map

Client	Stacey S. Ward						
Property Address	7965 Kipling St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32514
Client	Stacey S. Ward						



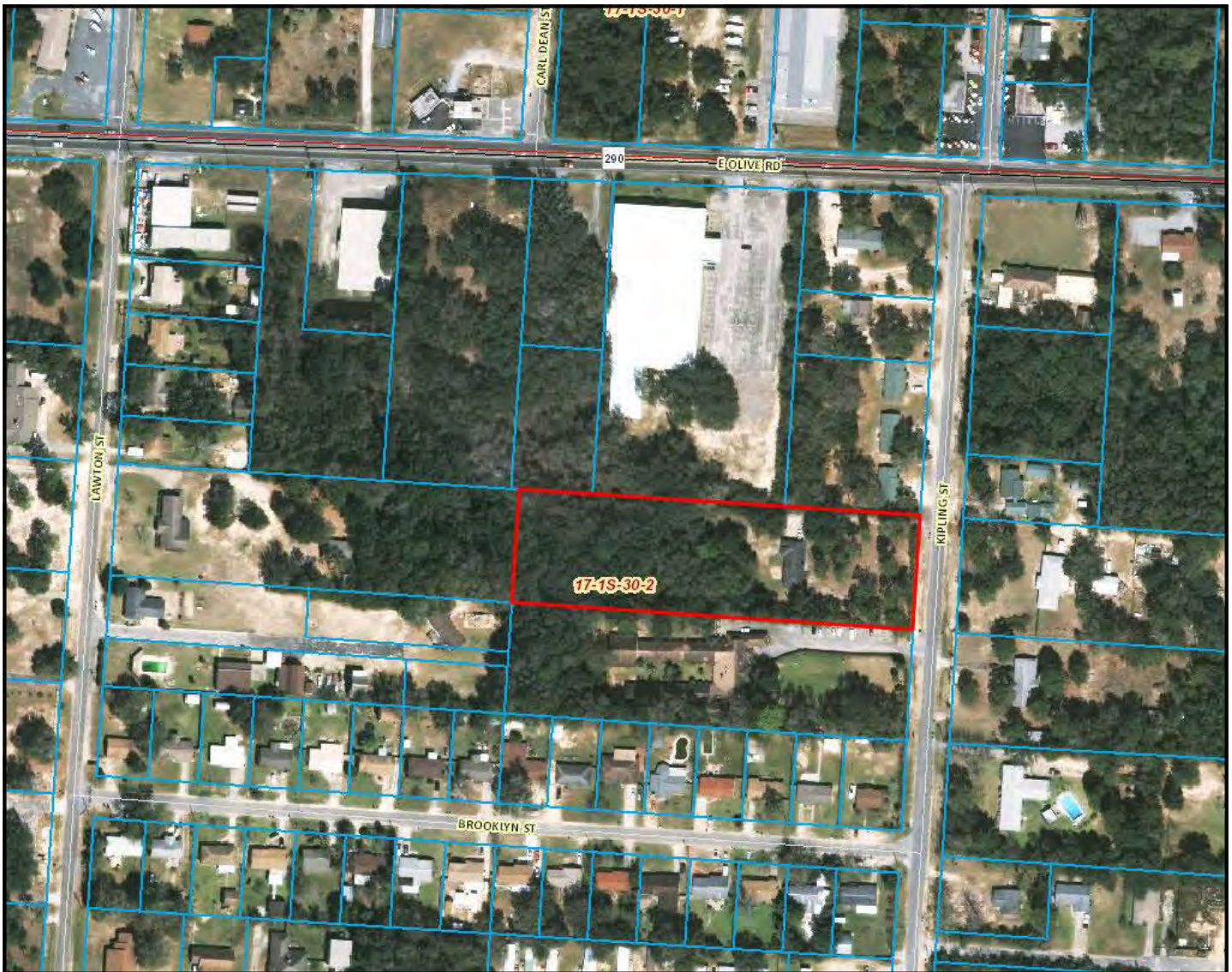
### Plat Map

Client	Stacey S. Ward						
Property Address	7965 Kipling St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32514
Client	Stacey S. Ward						



### County Aerial Photograph

Client	Stacey S. Ward						
Property Address	7965 Kipling St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32514
Client	Stacey S. Ward						



# Flood Map

Client	Stacey S. Ward						
Property Address	7965 Kipling St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32514
Client	Stacey S. Ward						

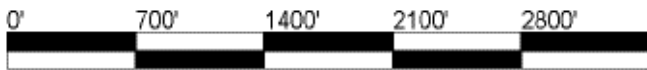


**Prepared for:**  
 Daniel Green & Associates, Inc.  
 7965 Kipling St  
 Pensacola, FL 32514



S PANEL 0380

400,000m



### FLOODSCAPE

Flood Hazards Map

Map Number  
12033C0315G

Effective Date  
September 29, 2006

Powered by FloodSource  
877.77.FLOOD  
www.floodsource.com



### Location Map

Client	Stacey S. Ward						
Property Address	7965 Kipling St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32514
Client	Stacey S. Ward						



**General Text Addendum & License**

File No.

Client	Stacey S. Ward				
Property Address	7965 Kipling St				
City	Pensacola	County	Escambia	State	FL Zip Code 32514
Client	Stacey S. Ward				

**Neighborhood - Description**

The subject neighborhood is located basically along Olive Road, with the intersection of Davis Highway forming the western boundary and Scenic Highway on the east end forming the eastern boundary. The subject neighborhood is developed around a secondary, two lane, east and west neighborhood connector street through the northern suburban Pensacola, basically paralleling Interstate 10, located within one mile to the south, and being south of Nine Mile Road, to the north. The numerous interior subdivisions to the north and south of Olive Road consist of single family homes ranging from fair to good quality, in the typical price range mainly of \$75,000-\$300,000, depending on the subdivision. The neighborhood provides housing for young families, blue and white collar work force, retirees and some young professionals, as well as some student housing for local University of West Florida as well as Pensacola State College. Since northeast Pensacola has the most concentrated shopping areas in the overall MSA, this area also provides housing for retail employees also.

All school levels, employment centers, shopping, medical and recreational facilities, and major transportation arteries are conveniently located. This area has good market acceptance.

\*Other land use pertains to vacant land, education, institution, parks and recreation.

**Dimensions and Area:**

Per county records the subject site is 2.55 +/- acre or 111,078 square feet with a rectangular shape parcel. See plat map for visual reference. We were not provided with any documentation regarding any easements, as pertain to the subjects overall site, which could have an effect on value. However, we are not experts in this matter, and review by a qualified professional is recommended prior to reliance upon this report. Topography of the subject is level, more or less at street grade with natural scrub-heavily treed. All public utilities are available a long Kipling Road. Kipling Road is the only public right of way access, and it is asphalt paved in tow lanes, and is considered an interior connector street.

The subject property is located on an interior parcel and based on its regular shape, and assumed easement access, the site has fair to average functional utility. The surrounding areas are primarily single family and there are no known environmental issues impacting the subject, however we are not licensed environmental inspector. We would suggest that the environmental expert be engaged relative to any determinations of potential environmental issues. There are no known wetland areas on the subject site, however we are not licensed wetland analysis, and suggest that an expert in that field be engaged for any wetland determination. Based on flood zone information provided and researched, it does not appear that the subject is located in a FEMA identified flood hazard area, with respect to analysis of their produced mapping system.

**Legally Permissible Uses:**

The subject property is zoned R-5, Multi-Family Residential. The surrounding area includes a mixture of neighborhood commercial, single, and multi-family residential uses. Based on the character of surrounding uses, the subject zoning mix is not considered a significant impediment to the highest and best use of the subject.

**This subject was appraised by G. Daniel Green and Associates on 09/15/2012 with a scope of work to appraise a portion of 7965 Kipling St.**

**General Text Addendum & License**

File No.

Client	Stacey S. Ward			
Property Address	7965 Kipling St			
City	Pensacola	County	Escambia	State FL Zip Code 32514
Client	Stacey S. Ward			

THIS DOCUMENT HAS A COLORED BACKGROUND, MICROPRINTING, LINEMARK, PATENTED PAPER

**AC# 6443573** **STATE OF FLORIDA**

**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
FLORIDA REAL ESTATE APPRAISAL BD**

**SEQ# L12100600907**

DATE	BATCH NUMBER	LICENSE NBR
10/06/2012	120113368	RZ836

The CERTIFIED GENERAL APPRAISER  
Named below IS CERTIFIED  
Under the provisions of Chapter 475 FS.  
Expiration date: NOV 30, 2014

**GREEN, G DANIEL**  
103 BAYBRIDGE  
GULF BREEZE

FL 32561

**KEN LAWSON**  
SECRETARY

**RICK SCOTT**  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

5. Purchase of Property

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried 4-0, with Commissioner May absent, approving, by super majority vote, the following (Funding Source: Fund 352, "Local Option Sales Tax III," Account 210109/56301, Project No. 10EN0363):

- A. The purchase of a parcel of real property (approximately 2.55 acres, with a residential structure), located at 7965 Kipling Street, for the Olive Road East Improvement Project, from Jean Drabkin, for the purchase price of \$250,000, which is above the appraised value of \$130,000, in accordance with the terms and conditions contained in the *Contract for Sale and Purchase*;
- B. The *Contract for Sale and Purchase* for the acquisition of a parcel of real property (approximately 2.55 acres, with residential structure), from Jean Drabkin; and
- C. The authorization for the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property, without further action of the Board.

For Information: The Board heard Commissioner Robertson disclose that, although he owns several properties along Olive Road, and one property at Lawton Street, he has no vested interest in these properties and is not precluded from voting on Items 3, 4, and 5.

# OLIVE ROAD EAST IMPROVEMENT PROJECT

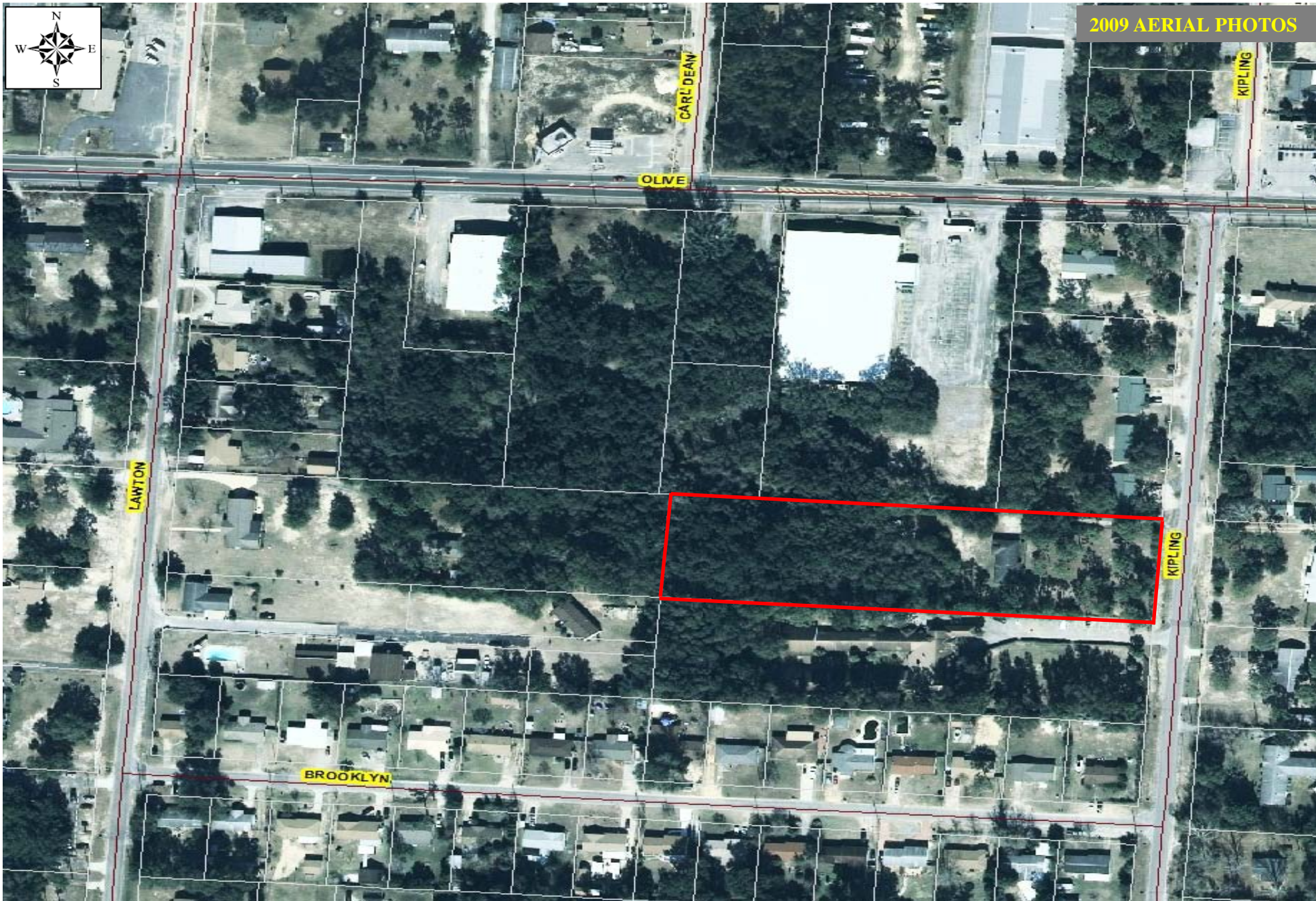


ESCAMBIA COUNTY PUBLIC  
WORKS DEPARTMENT  
LWG 02/02/15 DISTRICT 4



**PARCELS REQUIRED FOR RETENTION POND**

# ACQUISITION OF PROPERTY FOR OLIVE ROAD DRAINAGE EAST



ESCAMBIA COUNTY PUBLIC  
WORKS DEPARTMENT  
SSW 12/2/12 DISTRICT 4

 DRABKIN TRUST PROPERTY / PARCEL 17-1S-30-3000-000-036



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

AI-7720

County Administrator's Report 11. 3.

BCC Regular Meeting

Discussion

Meeting Date: 03/05/2015

Issue: Letter of Support for Central Water Works' Application for Funding

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

Organization: Public Works

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning a Letter to Ms. Mary J. Gavin, United States Department of Agriculture - Joy D. Blackmon, P.E., Public Works Department Director

That the Board consider sending a letter to Ms. Mary J. Gavin, with the United States Department of Agriculture (USDA), in support of the Central Water Works' (CWW) Application for Funding to Improve CWW's Water System.

**BACKGROUND:**

Central Water Works has proposed installing approximately 13,000 linear feet of new 6" PVC water main along Byrneville Road, from Crary road to West Highway 4. CWW provides service to approximately 836 households and the Byrneville Elementary School. This upgrade will provide improved fire protection for the residents as well as improving the reliability of the water service by replacing aging water mains with larger mains. Additionally, this proposed construction will not be in conflict with any Land Development Regulations or Escambia County's (Florida) Comprehensive Plan.

USDA, Rural Development has a regulatory requirement under RUS Instruction 1780, Subpart A, 1780.7 (c)(3) that projects must be necessary for orderly community development and consistent with a current comprehensive community water, waste disposal, or other current development plan for the rural area.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Letter

USDA Requirements

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



Wilson B. Robertson  
District One

Douglas B. Underhill  
District Two

Lumon May  
District Three

Grover C. Robinson, IV  
District Four

Steven Barry  
District Five

221 Palafox Place, Suite 400  
P. O. Box 1591  
Pensacola, Florida 32591-1591

Telephone (850) 595-4902  
Toll Free (866) 730-9152  
Telefax (850) 595-4908  
(Suncom) 695-4902

March 5, 2015

Ms. Mary J. Gavin  
Area Specialist  
Rural Development  
U. S. Department of Agriculture  
2741 Pennsylvania Avenue, Suite 5  
Marianna, FL 32448

RE: Letter of Support - Application for USDA Funding from Central Water Works, Inc.

Dear Ms. Gavin:

Central Water Works, Inc. (CWW), located at 1101 Byrneville Road in Escambia County (Florida) provides water service to approximately 836 households and the Byrneville Elementary School. CWW has proposed installing approximately 13,000 linear feet of new 6" PVC water main along Byrneville Road, from Crary Road to West Highway 4. The proposed improvements will provide more reliable water service and enhanced fire protection for the residents. Additionally, this proposed construction will not be in conflict with any Land Development Regulations or Escambia County's (Florida) Comprehensive Plan.

CWW intends to submit an Application to the United States Department of Agriculture (USDA) seeking USDA funding. The Escambia County (Florida) Board of County Commissioners hereby support the Application from CWW for USDA funding to complete the proposed water system improvements.

If you have any questions or need additional information, please feel free to contact Jason Walters at (850) 595-3422.

Sincerely,

Steven Barry  
Chairman

§1780.7 Eligibility.

Facilities financed by water and waste disposal loans or grants must serve rural areas.

(a) Eligible applicant. An applicant must be:

- (1) A public body, such as a municipality, county, district, authority, or other political subdivision of a state, territory or commonwealth;
- (2) An organization operated on a not-for-profit basis, such as an association, cooperative, or private corporation. The organization must be an association controlled by a local public body or bodies, or have a broadly based ownership by or membership of people of the local community; or
- (3) Indian tribes on Federal and State reservations and other Federally recognized Indian tribes.

(b) Eligible facilities. Facilities financed by RUS may be located in non-rural areas. However, loan and grant funds may be used to finance only that portion of the facility serving rural areas, regardless of facility location.

(c) Eligible projects.

- (1) Projects must serve a rural area which, if such project is completed, is not likely to decline in population below that for which the project was designed.
- (2) Projects must be designed and constructed so that adequate capacity will or can be made available to serve the present population of the area to the extent feasible and to serve the reasonably foreseeable growth needs of the area to the extent practicable.
- (3) Projects must be necessary for orderly community development and consistent with a current comprehensive community water, waste disposal, or other current development plan for the rural area.



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

AI-7779

County Administrator's Report 11. 4.

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 03/05/2015

**Issue:** Approval of Emerald Coast Utilities Authority (ECUA) Yard Waste Processing Request

**From:** Pat Johnson, Department Director

**Organization:** Solid Waste

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Emerald Coast Utilities Authority - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning the Emerald Coast Utilities Authority (ECUA):

A. Authorize the ECUA to process residential collected yard waste at the Central Water Reclamation Facility, located in Cantonment, Florida; and

B. Approve the recommendation by County Administrator Jack Brown to allow ECUA to conduct the afore-mentioned processing in accordance with its permit.

**BACKGROUND:**

The Emerald Coast Utilities Authority has submitted a request to Escambia County for authorization to perform grinding of yard trash collected by ECUA. Grinding this material will facilitate ECUA's bio-solids composting project. This project increases Escambia County's recycling rate and provides for beneficial reuse of solid waste.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The request from Emerald Coast Utilities Authority has been reviewed by the County Attorney's Office.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The 1995 Injunction entered by Judge Frank Bell prohibits the operation of a Materials Recovery Facility (MRF) or resource recovery system either through ECUA or by contract unless Escambia County provides the authorization.

**IMPLEMENTATION/COORDINATION:**

This authorization serves to promote the cooperative relationship between Escambia County and Emerald Coast Utilities Authority, in order to serve the greater good of Escambia County.

---

**Attachments**

Ltr\_Sorrell\_02\_24\_2015

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Board of County Commissioners • Escambia County, Florida

Jack R. Brown  
County Administrator

February 24, 2015

Mr. Steven Sorrell, P.E., M.P.A.  
Executive Director  
Emerald Coast Utilities Authority  
P. O. Box 15311  
Pensacola, FL 32514-0311

RE: Request for Authorization by Emerald Coast Utilities Authority (ECUA) to Conduct Composting Operation at Central Water Reclamation Facility

Dear Mr. Sorrell,

Thank you for your inquiry regarding authorization to process yard waste materials. Based on our legal review, utilizing these two solid waste streams, (i.e. bio-solids and yard waste), in the referenced project, is considered a form of resource recovery. With that, the project is not consistent with the 1995 injunction. The Injunction entered by Judge Bell prohibits ECUA from operating a Materials Recovery Facility (MRF) or resource recovery system either through ECUA or by contract unless Escambia County provides the authorization to do so.

It is understood that the County has not previously taken issue with ECUA's management of bio-solids and yard trash. Additionally, ECUA is credited with providing a beneficial reuse of solid waste, increasing the County's recycled materials and generating revenue/savings associated with this project. With that, at the March 5, 2015, meeting of the Board of County Commissioners, I will recommend the Board approve this specific composting operation, and authorize ECUA to operate such as a resource recovery project, per the terms of its permit. This authorization is not to be construed as permission for any other resource recovery system or a MRF for any other type of solid waste collected by ECUA.

Please note that though the Board may authorize this particular operation, should the operation pose any concerns due to odor, emissions, etc., which negatively impact the citizens of Escambia County; it will be the sole responsibility of ECUA to handle and/or eliminate the concerns. It is further noted that this operation will be subject to Code Enforcement inspection, if concerns arise.

I appreciate the manner in which we have been able to work together and am hopeful this authorization will further promote the cooperative relationship between the County and ECUA; moreover, that it may serve as an impetus for future projects and collaborations to serve the greater good of Escambia County.

Regards,

  
Jack R. Brown  
County Administrator

JRB:PTJ:CW



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

AI-7788 County Administrator's Report 11. 5.  
BCC Regular Meeting Discussion

Meeting Date: 03/05/2015

Issue: Rescinding the Request for Funding for the 2015 BeulahFest

From: Wilson Robertson, District 1 Commissioner

Organization: Board of County Commissioners

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Rescinding the Request for Funding for the 2015 BeulahFest - Wilson B. Robertson, County Commissioner, District 1

That the Board rescind its action of December 11, 2014, approving the request by BeulahFest, for \$20,000 from Commissioner Wilson Robertson and \$5,000 from Commissioner Steven Barry, to be funded from the 4th Cent Tourist Development Tax, for a music event to be held on March 20th and 21st, 2015, at the Pensacola Interstate Fair Grounds.

**BACKGROUND:**

The 2015 Beulah Sausage Festival has been cancelled.

**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. Upon Board approval, funds will be returned to the 4th Cent Tourist Development Tax Fund.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, funds will be returned to the 4th Cent Tourist Development Tax Fund.

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**Attachments**

12-11-2014 BCC Meeting Minutes Page

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

\* 4. Request for Funding – BeulahFest ▶

Motion made by Commissioner Robertson, seconded by Commissioner May, and carried unanimously, approving the request by BeulahFest for \$20,000 from Commissioner Wilson Robertson and \$5,000 from Commissioner Steven Barry, to be funded from the 4th Cent Tourist Development Tax, for a music event to be held on March 20 and 21, 2015, at the Pensacola Interstate Fair Grounds.

Speaker(s):

Dorrian Vance

5. 2015 Legislative Requests ▶

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, authorizing the County Administrator to submit the 2015 Legislative Requests to the Northwest Florida Legislative Delegates, with the intent and hope that the items will be reviewed in approaching session, as amended to remove from the Summary for I-10 Interchange @ Beulah Road (CR 99) that "the interchange will provide a direct connection to the proposed US 29 Connector (I-10 north to US 29), which is anticipated to be a limited access facility with an anticipated cost of \$215,000,000."

6. Request for Funding – Pelican Drop/Mardi Gras Celebration ▶

Motion made by Commissioner Robertson, seconded by Commissioner May, and carried unanimously, approving the request by the Downtown Improvement Board for an additional \$35,000, to be funded from the 4th Cent Tourist Development Tax, for the 2015 Pelican Drop and/or Mardi Gras Celebration, and approving a Purchase Order for this purpose, as amended to correct CAR III-2 from the November 17, 2014, Meeting, to correct the year of the Pelican Drop to 2015, due to a scrivener's error.

For Information: Commissioner Robinson disclosed that he serves on the Downtown Improvement Board as an ex-officio member.



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

AI-7787

County Administrator's Report 11. 6.

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 03/05/2015

**Issue:** Funding for Fiesta Filipino

**From:** Wilson Robertson, District 1 Commissioner

**Organization:** Board of County Commissioners

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Request for Funding for Fiesta Filipino - Wilson B. Robertson, County Commissioner, District 1

That the Board consider the request by Fiesta Filipino, for \$10,000, from Commissioner Wilson Robertson, to be funded from the 4th Cent Tourist Development Tax, for a cultural event to be held on March 7, 2015, at the Filipino-American Community Center.

**BACKGROUND:**

Fiesta Filipino is a cultural event sponsored by the Filipino-American Association of Pensacola, Inc., a 501(c)3 non-profit organization.

**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:**

Upon Board approval, staff will issue a Purchase Order for this event and process the necessary paperwork.

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## Attachments

Fiesta Filipino

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# *Fiesta* FILIPINO

MARCH 7, 2015  
9AM—7 PM

Filipino-American  
Community Center

234 West Oakfield Road,  
Pensacola, FL 32503

*5K Run Entry*  
**\$12 by March 1**  
**\$15 after March 1**

Filipino-American Association of Pensacola,  
Inc. is a 501 (c) 3 non-profit organization



SHERIFF DAVID MORGAN says,  
"YOUR LIFE... YOUR COMMUNITY..."

**NO PLACE FOR  
DRUGS OR CRIME"**

ESCAMBIA COUNTY SHERIFF'S OFFICE

Fund for by the Escambia County Sheriff's Office with State Law Enforcement Trust Fund Monies

*Enjoy*

the cultural presentation  
of dances, songs, games,  
lumpia eating contest,  
Karaoke singing contest,  
**SANTACRUZ DE MAYO**

- Enjoy the wide variety of Filipino foods and native delicacies
- T-shirts available for the first 100 registrants. Male & Female Divisions: 12 & under;
- 13-19; 20-29; 30-39; 40-49; 50+  
**AWARDS AFTER RUN.....**

Online Registration at  
[www.filampensacola.com](http://www.filampensacola.com) or mail  
at P.O. Box 36478, Pensacola, FL  
32516- 6478

For more Information :  
Divine Herrera: 850-292-6009;  
Danny Contreras: 850-982-8233





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

AI-7782

County Attorney's Report 11. 1.

BCC Regular Meeting

Discussion

Meeting Date: 03/05/2015

Issue: Perdido Key Beach Renourishment Easement

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Perdido Key Beach Renourishment Easement

That the Board discuss whether to adopt an amended Perdido Key Beach renourishment easement.

[Amended easement to be distributed under separate cover.]

**BACKGROUND:**

N/A

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

*No file(s) attached.*

